

AWARD DATA

Orders May Be Placed Through 9/30/05

Sensitive Vascular & Non-Vascular Plant Surveys,
Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:
OR/WA BLM

BLM Contract No. HAC024C00 - Item 1 Strata Forestry Inc 100 W Q Street Springfield, OR 97477 Contact: Keith Lawson, 541-726-0845 Minimum Quantity per contract 1,000 acres Maximum Quantity 35,000 acres	BLM Contract No. HAC024D00 - Item 2 Rhizosphere LLC PO Box 5195 Salem, OR 97304 Contact: Rex Swartzendruber, 503-304-8362 Minimum Quantity per contract 1,000 acres Maximum Quantity 35,000 acres
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BLM contact: Madeline C Small, Contracting Officer 503-808-6222

For contractors' technical approach and missing items from Section J, contact:
Jessica Swigert at 503-808-6226

SECTION B – SCHEDULE OF ITEMS

This is an indefinite-delivery, indefinite-quantity contract for the services specified in the Schedule of Items listed below, effective from the date of award through September 2005. The quantities listed are the estimated amounts of each item anticipated to be ordered throughout the contract. Offeror shall enter a unit price for each bid item, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price of each task order and will be used throughout the length of the contract.

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Sensitive Vascular Plant Surveys	15,000	Acre	\$ <u>6.32</u>	\$ <u>94,800.00</u>

Performance Time: Task orders will be issued based on an average of 20 acres being treated per day. Contractor will be required to provide simultaneous performance on more than one task order.

Estimated Start Work Date: May 1, 2003

2	Sensitive Non-vascular Plant Surveys	20,000	Acre	\$ <u>9.37</u>	\$ <u>187,400.00</u>
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Performance Time: Task orders will be issued based on an average of 20 acres being treated per day. Contractor will be required to provide simultaneous performance on more than one task order.

Estimated Start Work Date: September 7, 2002

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS

EVALUATION FOR AWARD

Award will be made on an item basis in accordance with Section L, Instructions, Conditions and Notices to Offeror and Section M, Evaluation and Award Factors.

ISSUANCE OF TASK ORDERS

All work will be ordered by Task Orders through September 30, 2005. Task Orders shall be completed before additional task orders may be started for each item, unless authorized by the Contracting Officer (CO). If one contractor is awarded multiple bid items, simultaneous

performance on task orders issued will be required.

SECTION B – SCHEDULE OF ITEMS (continued)

A sample Task Order (Exhibit O) is provided as an illustration only. Task Orders may also be issued in other formats, e.g. purchase order.

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

MINIMUM/MAXIMUM QUANTITIES

The minimum quantity ordered under a contract, with or without multiple awarded items is 1,000 acres. Maximum quantity to be ordered under one bid item, with or without multiple awarded items will be no more than 35,000 acres.

QUALIFICATION OF OFFER

An offeror may qualify its offer to limit the number of items to be considered for award under this solicitation. Insert the maximum number of items below.

Number of items:

An offeror may also qualify its offer to not be considered for award under this solicitation if awarded another Oregon State Office BLM contract under any of the below-listed solicitations opening prior to this solicitation.

Solicitation Number(s):

- a.
- b.
- c.

Bids qualified other than as provided above will be considered nonresponsive.

SECTION C - SPECIFICATIONS FOR SENSITIVE VASCULAR AND NON-VASCULAR (BYROPHYTE AND LICHEN) PLANT SURVEYS

C.1.0 GENERAL INFORMATION

C.1.1 Description of Work - The Contractor shall provide all services necessary to search, locate, and collect field data on Sensitive Vascular and Non-Vascular Plants and Survey and Manage Strategy A and C, Vascular and Non-Vascular plants, and their habitats as listed in Attachments A, B, C. Surveys will also be conducted for Invasive Plant Species (noxious weeds) and common plant species as listed in Attachment G.

C.1.2 Project Location - Units are located within the boundary of the Bureau of Land Management (BLM), Eugene District (see Section J, Vicinity Map). All unit boundaries will not be physically identified on the ground. Much of the terrain is steep, heavily forested, and can be difficult to walk through.

C.1.3 Access

C.1.3.1 Standard Access: For this contract, standard access is defined as (1) passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required, or (2) foot travel to the project area boundary is less than 1/4 mile. The cost of standard access is to be included in the unit bid price.

If standard access to a project area is blocked by a slide or washout after award, and foot travel or use of an all terrain vehicle is 1/4 mile or more to reach the project area boundary, the additional payment shall be subject to negotiation between the Contractor and the Government.

C.1.3.2 Use of All Terrain Vehicle: 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 all-terrain vehicle must meet with the approval of the Government.

C.2.0 DEFINITIONS

Global Positioning System (GPS) - a network of orbiting satellites that use geometry to triangulate the position of the users ground position on the earth's surface.

Intuitive Controlled Survey Method - requires traversing through and around unit areas, visiting areas delineated on topographic maps and aerial photos within probable habitat.

Sensitive Vascular or Non-Vascular plant site - all plants of the same Genus and species within 300' of one another are considered to be one site and should be included on one site report. Plants of the same Genus and species further than 300' apart require separate site reports.

Suitable habitat - includes, but is not limited to, all non-forested features such as meadows, rock gardens and outcrops, seeps and springs, etc., as well as any other forested habitat that has potential or historic habitat (for example, areas with north-facing slopes with bigleaf maple in the overstory and swordfern as dominant in the understory for *Cimicifuga elata*; riparian areas, etc.)

Voucher specimens - collections of live specimens of each unit for verification of accurate species identification (see Section C.5.2).

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The contractor shall provide all labor, equipment, crew supervision, transportation, supplies (except those designated as government-furnished), and incidentals to search, locate and collect field data as identified in C.5.0.

C.3.2 Provide field personnel proficient in the identification of Sensitive and Survey and Manage species in the field, aerial photo interpretation, knowledge of plant communities, documenting, filling out data sheets properly and legibly, and traversing rugged terrain, sometimes under adverse conditions. The qualifications for each taxonomic group shall be met to have the proposal acceptable (see Section L).

C.3.3 Key Personnel - Key personnel are those personnel (project manager, crew supervisor, survey crews, etc.) considered essential for successful completion of this contract. All key personnel shall be identified in the contractor's Technical Proposal, as required in Sections L.

C.3.4 Replacement of Key Personnel - The contractor shall immediately notify the COR when key personnel are unavailable for work under this contract for a continuous period exceeding 10 field survey days. If requested by the Government, the contractor shall immediately replace such personnel with personnel of equal qualifications acceptable to the COR. The contractor shall provide the COR with a qualifications statement of new personnel. The COR shall approve/disapprove all personnel replacing existing personnel.

C.3.5 Personnel conducting these surveys shall have proficiency in the identification of species in each of the taxa groups they are surveying. It is not expected that each individual be proficient in all the targeted taxa groups, but shall be proficient in species recognition and identification in the taxa group they are surveying. For example, one person may be proficient in lichens and vascular plants, while another crew member is proficient in bryophytes.

C.3.6 The Contractor shall furnish:

- Compass with azimuth setting.

- Permanent marker to mark flags in the field.
- Hand lens (minimum magnification 10X).
- **Item 1:** *Hitchcock and Cronquist, Flora of the Pacific Northwest; The Jepson Manual, Higher Plants of California*; and other floras as needed to identify plant species in this area.
- **Item 2:** Reference literature necessary for identification of lichens, and bryophytes, including at a minimum, “ Macrolichens of the Pacific Northwest by McCune & Geiser, and “Moss Flora of the Pacific Northwest” by Elva Lawton.
- Fine-lined permanent marking pens for preparing overlays. Four colors are required: red, blue, black, and green.
- GPS unit.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

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

- Maps to complete each task order (district road map and project area map).
- Aerial photos or photocopied photos covering the areas, as available.
- **Item 1:** Sensitive Plant Siting Form and Botanical Survey Form (Attachments D and F); Common Plant Species Checklist (Attachment G) and Sensitive Vascular Plant list (Attachment A).
- **Item 2:** Botanical Survey Form (Attachment F), Sensitive Non-Vascular (Bryophyte and Lichen) Siting form, Non-Vascular Checklist (Lichens) (Attachment H), Non-Vascular Checklist (Bryophytes) (Attachment I), Sensitive Non-Vascular Plant list (Lichens) (Attachment B) and Sensitive Non-Vascular Plant list (Bryophytes) (Attachment C)
- Flagging for marking populations of sensitive plants, routes to sensitive plant sites, and survey routes taken through units.
- Protocol for Lichens v. 2.0, Protocol for Bryophytes v. 2.0, and Protocol for Protection Buffer Bryophytes v. 2.0.
- Overlay material for recording location of sensitive species on the aerial photo.

- Gate keys for access. The Contractor shall return all keys prior to receiving final payment.

The Contractor shall be liable for and reimburse the Government for all lost, stolen, wasted, or damaged Government-furnished property.

C.5.0 SPECIFIC TASKS

C.5.1 Field Work

- C.5.1.1 Conduct surveys according to the protocols appropriate for each group (Survey Protocols for Component 2 Lichens v. 2.0, Survey Protocols for Survey Strategy 2 Bryophytes v. 2.0, Survey Protocols for Protection Buffer Bryophytes v. 2.0) as noted in the BLM Protocols listed in Attachment N. Each survey shall utilize the Intuitive Controlled Survey Method. The Contractor shall survey units by walking routes that cover a representative cross-section of all major vegetation types, topographic features (e.g., slopes, draws, benches, ridges), and special features of each unit (e.g., riparian areas, seeps, meadows, rock outcrops, etc.). Proposed unit locations, without on-the-ground identification, shall be surveyed by approximating the boundary location from Government-furnished maps and aerial photos.

C.5.1.2 Survey Protocol

- A. Item 1: Sensitive Vascular Plant Surveys - All units shall be surveyed using the Intuitive Controlled Survey Method (Attachment D). This method requires the surveyor proceed through the unit until their efforts confirm that sensitive plants do not occur there. The survey shall traverse most of the unit, intensively search suitable habitat, pass through all differing plant associations and pass through significant changes in slope, substrate, and aspect. Surveys shall be performed in a manner that confirms that Sensitive Vascular plants do not exist within the unit. Suitable habitat includes, but is not limited to, all non-forested features such as meadows, rock gardens and outcrops, seeps and springs, etc., as well as any other forested habitat that has potential habitat or historic habitat (for example, areas with north-facing slopes with bigleaf maple in the overstory and swordfern as a dominant in the understory for *Cimicifuga elata*; riparian areas, etc.). Species to be surveyed are listed in Attachment A, Sensitive Plant List. Surveys will also be conducted for Invasive Plant Species (noxious weeds) and common plant species as listed in Attachment G. Prior to field reconnaissance, aerial photos and topographic maps shall be reviewed to identify any suitable habitat. Proposed unit locations without on-the-ground identification shall be surveyed by approximating the boundary location from Government-furnished maps and aerial photos. Species with Existing Survey and Manage Protocols are : *Aster Vialis*, *Cypripedium montanum*
- B. Item 2: Sensitive Non-Vascular Plant Surveys (Byrophytes and Lichens) - Conduct Sensitive Non-Vascular Plant Surveys according to the Existing Survey and Manage Protocols appropriate for each group (Survey Protocols for Lichens v. 2.0, Survey Protocols for Bryophytes v. 2.0, Survey Protocols for Protection Buffer Bryophytes v. 2.0). These protocols can be reviewed on BLM Website www.or.blm.gov/surveyandmanage. Species with Existing Survey and Manage Protocols are : *Schistostega pennata*, *Tetraphis geniculata*, *Hypogymnia duplicata*, *Lobaria Linita*, *Pseudocyphellaria rainierensis*.

For all other Sensitive Non-Vascular Plants (and where Existing Survey and Manage Protocols are not available), the unit shall be surveyed using the Intuitive Controlled Survey Method (Attachment D). This method requires the surveyor to proceed through the unit until its efforts confirm that sensitive plants do not occur there. The survey shall traverse most of the unit, intensively search suitable habitat, pass through all differing plant associations and pass through significant changes in slope, substrate, and aspect. Surveys shall be performed in a manner that confirms that Sensitive Non-Vascular plants do not exist within the unit. Suitable habitat includes, but not limited to, all non-forested features such as meadows, rock gardens and outcrops, seeps and springs, etc., as well as any other forested habitat that has potential habitat. Proposed unit locations without on-the-ground identification shall be surveyed by approximating the boundary location from Government-furnished maps and aerial photos.

Formal protocols for other survey and manage non-vascular plants may be issued during the duration of the contract.

C.5.2 Sensitive Plant Collection

Item 1 - If identification of a plant is questionable, collection shall only be made when the population can withstand thinning. The minimum number of plants in a community which can withstand thinning shall be twenty. The specimen shall be pressed and accompanied by written labels bearing the following information:

Location (Township, Range, Section, 1/4 Section)

Associated species

Person collecting information

County

Date

Item 2 - Sensitive Non-Vascular Bryophytes and Lichens listed on the Eugene District Sensitive List shall be vouchered according to the directions on the Collection Packet (Attachment J). All information shall be completed on the voucher packet.

After voucher specimens have been properly prepared for identification, submit the voucher specimen to the COR for further verification.

C.5.3 Flagging

C.5.3.1 The periphery of each sensitive plant population shall be flagged with both orange polka-dot flagging and green/white striped flagging. Flags at the population shall be labeled with site number, unit name and number, the appropriate four/six-letter code for the species found, surveyor's initials, and the date. Multiple sites shall be clearly labeled on the flags as Site 1, 2, 3, etc. If sensitive non-vascular lichens and bryophytes occur in litterfall within the unit, the contractor shall flag the closest tree to the actual site. The flagging shall be marked with approximate distance and azimuth to the source location where the lichen was found.

C.5.3.2 All flags shall be spaced so that one flag can be seen from the position of the next. Flagging shall be tied to branches, trunks, and/or shrubs and clearly labeled with a permanent marker, at the appropriate starting and ending points as stated above. Full species names are not to be used. The appropriate four/six-letter codes shall be used instead. Extraneous information shall not be written on orange polka-dot or green/white striped flagging; nor shall these colors or combinations of flagging be used in a manner different than specified above.

A. Item 1: Sensitive Vascular Plant survey routes-Yellow and black striped flagging shall be hung every 100' along the survey lines to show the route taken while conducting the surveys. When contours of the land and/or vegetation density reduces easy visibility, flagging shall be hung at whatever intervals are needed to follow survey lines.

B. Item 2: Sensitive Non-Vascular Plant survey routes-Orange with black polka-dot flagging shall be hung every 100' along the survey lines to show the route taken while conducting the surveys. When contours of the land and/or vegetation density reduces easy visibility, flagging shall be hung at whatever intervals are needed to follow survey lines.

C.5.3.3 Sensitive Vascular and Non-Vascular plant sites shall be flagged out to a paved or gravel road, or if a dirt road, the best road which travels from the unit to Eugene. Flagline shall consist of only orange polka-dot flags. Beginning (road access) and end (sensitive plant site) shall be clearly marked "begin flagline", "end flagline", the site number, unit name or number, sensitive plant's four/six-letter code, Contractor's initials, and the date. Multiple sitings may be flagged from one to the next instead of each being flagged separately to a road; however, the flagline for each must be distinct, with orange polka-dot flags, the beginning and end of which are marked.

C.5.4 Global Position System (GPS)

The contractor shall collect GPS, Universal Transverse Mercator (UTM) coordinates for each Sensitive plant site located, and record them on the appropriate Sensitive plant form. The type of GPS equipment used shall be indicated on the form (e.g. Garmin, Trimble, GeoExplorer 2). The GPS data shall be accurate to within 150'. The accuracy level of the coordinates shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50'). The sites shall also be marked on the topographic map and aerial photo. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are recorded after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS equipment shall be programmed to the following settings:

Coordinates:	UTM
Zone:	10 North
Datum:	N-Am. 1927 ConusSmv
Units:	Meters

C.5.5 Documentation

C.5.5.1 All field work shall be fully documented. See Attachment E-1, for an example of Complete Positive Documentation Package, and Attachment E-2, for an example of a Negative Documentation Package.

C.5.5.2 Positive sites - Those units where sensitive plants have been found shall be documented as follows:

ITEM 1

- A. Botanical Survey Form (Attachment F)
- B. General description of unit with the sensitive plant and invasive plant species population described.
- C. Common Plant Species Checklist Form (Attachment G)
- D. Project map with survey route and sensitive plant sites and flaglines from sites to roads clearly indicated.
- E. Sensitive plant siting form for each site found on the unit.
- F. Aerial photos or photocopies (returned to the Government after use).
- G. Aerial photo overlay showing:
 - 1. Aerial photo reference number (blue pen)
 - 2. Date of photo (blue pen)
 - 3. Unit outlined and labeled (blue pen)
 - 4. Unit number/name (blue pen)
 - 5. Date of survey (blue pen)
 - 6. Sensitive plant site(s) (red pen)
 - 7. Flagline from sensitive plant site to road (red pen)
 - 8. Invasive plant species locations (green pen)
- H. Sketch map of sensitive plant site.

ITEM 2

- A. Botanical Survey Form (Attachment F)
- B. General description of unit with the Bryophyte and Lichen population described.
- C. Common Bryophyte and Lichen Species Checklist Form (Attachment I, J).
- D. Project map with survey route and sensitive Bryophyte and or Lichen sites and flaglines from sites to roads clearly indicated.
- E. Sensitive Bryophyte and Lichen siting form (Attachment E) for each site found on the unit.
- F. Aerial photos or photocopies (returned to the Government after use).
- G. Aerial photo overlay showing:
 - 1. Aerial photo reference number (blue pen)
 - 2. Date of photo (blue pen)
 - 3. Unit outlined and labeled (blue pen)
 - 4. Unit number/name (blue pen)
 - 5. Date of survey (blue pen)
 - 6. Sensitive plant site(s) (red pen)
 - 7. Flagline from sensitive plant site to road (red pen)
- H. Sketch map of sensitive Bryophyte and or Lichen site.

C.5.5.3 Negative sites - Those units where sensitive plants have not been found shall be documented as follows:

ITEM 1

- A. Botanical Survey Form (Attachment F).
- B. General description of unit with any invasive plant species populations described.
- C. Common Plant Species Checklist Form (Attachment G).
- D. Project map with survey route and any invasive plant species populations clearly indicated.
- E. Aerial photo (returned to the Government after use).
- F. Aerial photo overlay with invasive plant species locations marked (green pen).

ITEM 2

- A. Botanical Survey Form (Attachment F).
- B. General description of unit.
- C. Common Bryophyte and Lichen Species Checklist Forms (Attachments I, J).
- D. Project map with survey route.
- E. Aerial photo or photocopies (returned to the Government after use).

C.5.5.4 Meetings will be held at the Eugene District Office between the Contractor and the COR to discuss work completed. The frequency of these meetings will be determined by the COR at the prework conference. The Contractor shall edit all forms and maps prior to submission to the COR to ensure that all required forms are properly filled out and all documentation submitted is legible. Units will not be considered for inspection until all documentation is complete for that unit. If a team approach is used, only one set of forms shall be completed for each unit. All documentation for each unit will be submitted at this time, including documentation on any sensitive plant species found.

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 INSPECTION/ACCEPTANCE PROCEDURES

E.1.1 The COR may walk the Contractor through the first unit to be surveyed to establish field guidelines such as flagging placement.

E.1.2 The COR will randomly inspect 10% of the completed unit. All units with positive sitings will be inspected by the COR. A minimum work quality percentage of 90 percent is required when locating and documenting all special status plants.

E.1.3 The unit will be inspected for flagging indicating the Contractor walked and evaluated suitable habitat for sensitive species, including, but not limited to, special habitat features and that the flagging is performed in accordance with C.5.3.

E.1.4 All documentation of completed units will be accurate and legible and submitted to the COR.

E.1.5 The COR will notify the Contractor to immediately rework a unit if inspection results reveal the following:

- less than 90% of the special status plants were located and documented.
- incorrect flagging or no flagging.
- documentation is incomplete.

All rework will be completed prior to proceeding with new units.

E.2.0 PAYMENT

Payment will be made at 100% of the unit price offered in the Schedule of Items for the actual number of acres completed and accepted.

E.3.0 REMEASUREMENT OF UNITS

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. Acreages are measured on the horizontal plane.

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.

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.

SECTION I - NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 01-07)

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

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 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)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	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	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)

52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)	
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)	
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)	
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)	
52.223-6	Drug-Free Workplace	(MAR 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Supplies	(MAY 2002)	
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)	
52.229-3	Federal, State, and Local Taxes	(JAN 1991)	
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(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	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest	(JUN 1996)	
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(FEB 2002)	
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 Commercial Items	(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)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

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

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

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

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

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

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through September 30, 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 services covered by this contract in an amount of less than 100 acres, Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

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

- (1) Any order for single item in excess of 1,500 acres.
- (2) Any order for a combination of items in excess of 4,500 acres.
- (3) A series of orders within 21 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) Notwithstanding paragraph (b) 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 (5) days after issuance, with written notice stating the Contractor's intent not to perform the item called for and the reasons. Upon receiving this notice, the Government may acquire the 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 December 31, 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 (MAY 1989)
FEDERAL HIRES

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

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

Employee class	Monetary wage-Fringe benefits
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[See Section J]	[See Section J]
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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.) (FEB 2002)

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

(a) Invoice Payments

(1) Due Date.

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

(ix) Electronic Funds Transfer (EFT) banking information

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in

accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

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

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

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

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

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

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

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

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

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 (APR 1984)

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

52.242-14 SUSPENSION OF WORK

(APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS

	Eugene District Vicinity Map
	Classification and Wages of Government Employees
ATTACHMENT A	Sensitive Vascular Plant List
ATTACHMENT B	Sensitive Non-Vascular Plant list (Lichens)
ATTACHMENT C	Sensitive Non-Vascular Plant List (Bryophytes)
ATTACHMENT D	Sensitive Vascular Plant Siting Form
ATTACHMENT E	Sensitive Non-Vascular Siting Form
ATTACHMENT F	Botanical Survey Form
ATTACHMENT G	Common Plant Species Checklist
ATTACHMENT H	Non-Vascular Checklist (Lichens)
ATTACHMENT I	Non-Vascular Checklist (Bryophytes)
ATTACHMENT J	Collection Packet and instructions for Non-Vascular specimens
ATTACHMENT K	Intuitive Controlled Survey Method
ATTACHMENT L	Example Of A Complete Positive Documentation Package
ATTACHMENT M	Example Of A Complete Negative Documentation Package
ATTACHMENT N	Protocol list and web address
ATTACHMENT O	Sample Task Order

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
Botanist GS-7	\$16.00	30.5%

EXHIBIT O

SAMPLE TASK ORDER

To: _____

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

Contract No: _____ Requesting Office: Eugene District
 Item Number(s): _____ Task Order No: HAD00XXXX
 Solicitation No: HAR02XXXX Task Order Date: 9/01/02
 Solicitation Date: X/XX/02 Modification No:
 Modification Date:

ITEM NO.	Survey Area Name	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Sensitive Vascular Plant Surveys	700	Acre	\$	\$

ESTIMATED START WORK DATE: October 1, 2002
 PERFORMANCE TIME: 45 calendar days

 Accounting and Appropriation Data:

Name and Title of Contractor

Name of Ordering Officer

Note: Contractor's Signature not required unless price is negotiated

 Contractor's Signature Date

/s/ Signature Date
 Ordering Officer's Signature Date