

AWARD DATA

Orders May Be Placed Through 1/29/06

Tree Planting and Associated Maintenance Treatments, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM

Ordering procedures:

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

BLM Contract No. HAC032N00 3J's Reforestation 1106 Niantic Street Medford, Oregon 97501 Contact: Jose Quezada, 541-821-7237 MOL is \$100,000/task order 30 day MOL is \$250,000 *Excellent	BLM Contract No. HAC032P00 Pacific Oasis 1760 Eagle Mill Road Ashland, Oregon 97520 Contact: Stephen Dodds, 541-488-4287 MOL is \$100,000/task order 30 day MOL is \$100,000 *Excellent
BLM Contract No. HAC032Q00 Ponderosa Reforestation PO Box 1067 Medford, Oregon 97501 Contact: Juan Bencomo, 541-601-1977 MOL is \$50,000/task order 30 day MOL is \$100,000 *Excellent	BLM Contract No. HAC032R00 GE Forestry 5315 McLoughlin Drive Central Point, Oregon 97502 Contact: Esteban Gonzalez, 541-857-1106 MOL is \$100,000/task order 30 day MOL is \$250,000 *Excellent

BLM contact: Myrna Jungling, Contracting Officer 503-808-6225

For illustrations and missing items from Section C and J, contact:

Jessica Clark at 503-808-6226

*Past performance definitions:

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

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

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

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

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

Modifications added Clause 52.204-7, Central Contractor Registration & replaced Clause 52.232-4, Payment By Electronic Funds Transfer –Other Than Central Contractor Registration with Clause 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for reforestation services in the Grants Pass Resource Area, Medford District Oregon. The quantities listed are the estimated acres anticipated to be ordered by the Bureau of Land Management throughout the contract.

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

<u>Sub-Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Tree Planting</u>				
A1	Initial, 8' x 8' spacing	500	AC	\$_____	\$_____
A2	Interplant, 8' x 8' spacing	400	AC	\$_____	\$_____
A3	Initial, 10' x 10' spacing	4000	AC	\$_____	\$_____
A4	Interplant, 10' x 10' spacing	2000	AC	\$_____	\$_____
A5	Riparian, 5' x 5' spacing	400	AC	\$_____	\$_____
B	Scalp and Install Paper Mulch	200	AC	\$_____	\$_____
C	Scalp and Grub	200	AC	\$_____	\$_____
D	<u>Protective Tree Netting</u>				
D1	Install Protective Tree Netting	3000	AC	\$_____	\$_____
D2	Maintain Protective Tree Netting	3000	AC	\$_____	\$_____
D3	Remove Protective Tree Netting	3000	AC	\$_____	\$_____

SECTION B (continued)

E Protective Tree Tubes

E1	Install Protective Tree Tubes	500	AC	\$ _____	\$ _____
E2	Maintain Protective Tree Tubes	500	AC	\$ _____	\$ _____
E3	Remove Protective Tree Tubes	500	AC	\$ _____	\$ _____

TOTAL - BID SUBITEMS A - E \$ _____
(All or None)

PERFORMANCE TIME:

Bid Subitem A: One (1) calendar day for each 40 acres of planting ordered.
Bid Subitems B, C, D, E: One (1) calendar day for each \$1,500 value of the task order for associated maintenance treatments ordered.

ESTIMATED START WORK DATE: February 15, 2003

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

2nd Year _____
3rd Year _____

SECTION B (continued)

EVALUATION FOR AWARD

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

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

TASK ORDERS

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

All task orders will be placed no later than three years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$1,500,000. See a sample task order in Section J. This sample task order is provided for illustration only.

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

MAXIMUM TASK ORDER LIMITATION

The Contractor=s maximum task order limitation is \$_____ (Insert task order limitation. Maximum is \$100,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept within a 30-calendar day period. The Contractor=s maximum limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$250,000 if no amount is shown.)

SECTION B (continued)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

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

REFER TO SECTION I, CLAUSES:

- 52.216-18 ORDERING
- 52.216-19 TASK ORDER LIMITATIONS
- 52.216-22 INDEFINITE QUANTITY

SECTION C - SPECIFICATIONS APPLICABLE TO TREE PLANTING AND ASSOCIATED MAINTENANCE

C.1.0 GENERAL

C.1.1 Performance Work Statement

C.1.1.1 This project involves initial planting and interplanting of conifer trees and completing associated maintenance treatments (radius scalp and installing paper mulches around trees or other types of treatment) in order to successfully reforest sites on forest lands denuded by timber harvest, fire, or other causes within the Grants Pass Resource Area, Medford District. Planting conditions on each of the sites may vary, from units which were recently burned during the Biscuit fire, units planted one or more years ago which do not meet target stocking standards, to sites which have been replanted several times and have brush competition existing on the unit. Planting treatment includes installing a Government-furnished fertilizer packet with each planted seedling.

C.1.1.2 The indefinite quantities feature of this contract provides for the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximum not-to-exceed dollar amount as specified in the contract, with the Contractor being issued task orders to furnish the required services.

C.1.2 Applicable Directives for Project - The proposed project work shall be done in accordance with the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), June 1995. The RMP incorporates the earlier ROD for Amendments to Forest Service and Bureau of Land Management (BLM) Planning Documents Within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species Within the Range of the Northern Spotted Owl. The specifications are written in compliance with these directives.

C.1.3 Location of Project Units - Units are located in the Grants Pass Resource Area, Medford District BLM. See the vicinity map in Section J. The specific locations of the sample task order units are shown on the maps located in Section J.

C.1.4 Boundaries - Boundaries of units and subunits are defined by natural features such as timber type breaks, fire lines, previous broadcast burning activity, recent logging activity, orange posted and painted roads, timber sale boundaries or red and yellow ribbon where clearly designated unit areas are not obvious.

C.1.5 Access

C.1.5.1 Project areas are accessible by graveled or natural-surfaced roads, which may require four-wheel drive vehicles. Natural-surfaced roads may be impassable for several days after heavy rains, or snow-blocked during the winter months. Standard access will include up to one-half (2) mile foot travel to the unit boundary. Most of the units will require less than one-quarter (1/4) mile walking distance.

C.1.5.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Contracting Officer's Representative (COR) a written statement or written documentation of verbal approval given by a named person on a stated date and time, that the Contractor has been granted permission to travel over private lands.

C.1.5.3 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the COR prior to use.

C.1.6 Road Gates - Some project units are behind locked gates that may require a key for access. Access behind locked gates shall be for the purpose of conducting work under this contract only. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Where two or more locks are present on a gate, the Contractor shall re-secure the locks in the same manner so that access is not restricted. Keys may be issued to the Contractor by the COR at the BLM, Medford District Office. Supplying the Contractor a key for access is at the discretion of the COR. Gate keys shall be returned to the COR or Project Inspector (PI) within 5 days of completing unit(s) work. A charge of \$100.00 will be assessed for each gate key lost or returned in an unusable condition and will be deducted from the final payment for the Task Order.

C.1.7 Sequence of Work

C.1.7.1 Due to biological window time constraints, all tree planting and associated fertilizer application items shall be completed before beginning work on associated maintenance treatments.

C.1.7.2 Due to survey requirements for Survey and Manage vascular plant species, treatment for associated maintenance treatments of scalping with paper mulch installation and scalping with grubbing could be delayed for up to two months after planting has taken place. This is to ensure that field surveys for Survey and Manage plant species has taken place prior to any ground disturbing activity.

C.1.7.3 All other associated maintenance treatments may be performed in the sequence which best suits the needs of the Contractor.

C.2.0 DEFINITIONS

AQL - Acceptable Quality Level-Percentage and minimum standard of acceptable work required from Government inspection results in order to be accepted by the Government without a re-work required.

Bare- root seedling - A tree seedling grown from one (1) to three (3) years in the ground at a seedling nursery. Most soil is removed from the roots before the trees are packed for shipment.

Brush - Vegetation consisting of shrub species with single or multi-stems originating at, or near ground level, not normally reaching 20 feet in height. Examples include, but are not limited to the following: Hazel, Manzanita, Ocean Spray, brush form of Tanoak and Ceanothus species.

Containerized seedling - A tree seedling grown in plastic or Styrofoam container in a nursery greenhouse. The rooting medium is planted with the tree.

Culling - The discarding of individual trees from the seedling lot being planted.

DBH - Diameter of the tree at breast height, measured at a point 4-1/2 feet above ground level from the uphill side of the tree.

Duff - Decomposed organic matter on the forest floor.

Grub - Remove by uprooting or severing the underground stems at least two inches below the undisturbed soil surface.

Hardwood - A broad-leaved tree which usually has a single, well-defined trunk and attains a height of greater than 20 feet. Examples include but are not limited to the following: Alder, Big Leaf Maple, Madrone, Tanoak and other Oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Initial Plant Units - Units that have not been previously planted or units which have been planted previously but do not meet minimum stocking standards.

Interplant Units - Units that have been previously planted or have some residual regeneration but do not meet target stocking standards.

Litter - The uppermost layer or the organic debris, composed of freshly fallen or slightly decomposed organic materials. Duff.

Minimum Stocking Standard - 137 to 183 trees per acre.

Non-woody Vegetation - All herbaceous vegetation including, but not limited to, grasses, forbs, sedge, berry vines, thistle, and mullein.

"Other" Tree - Seedling, sapling or tree that includes any natural or planted conifer that is readily seen by the planter and which meets all of the following criteria:

- a. Is a coniferous species such as Douglas-fir, true fir (white, grand, shasta), Port Orford cedar, incense cedar, ponderosa pine, sugar pine, western white pine, lodgepole pine, or Jeffrey pine. Knobcone pine does not fit this definition for southwest Oregon and will not be counted as an acceptable coniferous species.
- b. Is at least six inches in height.
- c. Has a minimum of 40% live crown ratio.
- d. Does not exhibit undue characteristics such as disease, erratic or suppressed growth, poor color, frost damage, or mechanical/browsing damage.
- e. Is not greater than six inches DBH.

Pruning - The cutting or tearing of tree seedling tops, roots or branches with pruning clippers, other tools, or by hand.

Radius Scalp - Removal of all woody and non-woody vegetation down to mineral soil from within a circular area and to a specified radius, measured from the stem of the tree being treated.

Riparian Planting - Hardwood bareroot or containerized trees planted 25 feet on each side of designated stream courses without regard to spacing from other trees.

Slash - Woody material which has been cut and left on the unit and/or natural, dead and down material existing on the unit.

Slurry - A mixture of five gallons of water to one gallon of peat moss or like material. Tree seedling root systems are dipped in slurry prior to being placed in planting bags.

Stream - A drainage that has flowing water during project work or shows evidence of having had flowing water during the year.

Trees per Acre - The number of planted or treated trees per acre. Trees planted on 8' x 8' spacing results in approximately 680 trees per acre. 10' x 10' spacing results in approximately 435 trees per acre. Approximately 1,750 trees per acre are anticipated to be planted under Subitem A5 for riparian 5' x 5' spacing.

Woody Vegetation - Hardwood and brush species 1-1/2 inches and less in stem diameter at ground level.

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 Property and Services

C.3.1.1 Contractor shall furnish all labor, equipment, materials (except Government-furnished property), supervision, transportation, and incidentals to provide tree planting, associated maintenance services, and installation of fertilizer packets in accordance with the specifications, terms, and conditions herein.

C.3.1.2 In addition, the Contractor shall supply planting tools, materials and containers for carrying trees during planting, slurry and water containers, and incidentals necessary to perform tree planting services. Containers for carrying water for slurry mixture and containers for dipping trees shall be clean and not contain any chemical or material that may be hazardous or cause damage to trees. The planting tools, materials and containers for carrying trees during planting operations shall be of a design normally used in tree planting work. Only tools capable of opening a hole perpendicular to the horizontal plane, broken on three sides, and at least 13 inches deep and four inches wide will be approved for use. The Contractor shall also supply:

- a. Slurry for dipping tree seedling roots.
- b. Water for wetting bag liners.
- c. Tree planting bag liners to retain adequate moisture around the tree root and provide insulation to maintain acceptable root temperature. Bag liners shall be IRS single insulation inserts (catalog no. MFG1117) or equal. The referenced catalog number can be found on page 153 of International Reforestation Suppliers Catalog, 1999 edition, Volume 22. To be equal, bag liners shall be:
 - At least 15 inches in length and be capable of lining the tree bag on all sides and bottom.
 - Constructed of a super-absorbent Kimtex material sandwiched between two layers of polyester vinyl mesh.
 - Capable of maintaining moisture for a minimum of 12 hours under normal working conditions.

C.3.1.3 The Contractor may leave its equipment and Government-furnished materials at the work site. The Contractor is solely responsible for the security of all equipment and materials. The Government will not be responsible for the Contractor's equipment or Government-furnished material should it be lost, stolen or damaged.

C.3.2 Crew Requirements

- C.3.2.1 The Contractor shall maintain an adequate work force at all times to insure timely completion of the work.
- C.3.2.2 At the pre-work conference, the Contractor shall designate one non-planting English-speaking/literate supervisor for each crew, who is knowledgeable and experienced in tree planting and other treatments required by this contract. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.
- C.3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must effectively direct the crew by:
- a. being present at the work site each work day. If a supervisor is not present, the crew will not be permitted to work.
 - b. making periodic inspections of the crew's work;
 - c. advising them of any discrepancies found in the work that deviate from the specifications and provide instructions to correct any improper work.
- Any group of people without such an individual will not be considered a crew.
- C.3.2.4 The supervisor shall know the requirements of the contract including technical requirements and unit locations, and must have in his/her possession a copy of this contract when the work is being performed. The Project Inspector (PI) will not act as a supervisor to the crew(s). The PI may require that the supervisor act solely as the supervisor and perform no other work if work quality is found to be below acceptable quality standards.
- C.3.2.5 Crew members performing work under this contract shall know the requirements and specifications of the contract.
- C.3.2.6 The Contractor shall give the Government two working days' notice if crew size, number of crews and/or responsibilities are changed.
- C.3.2.7 No more than two crews shall work concurrently on any one subitem without prior written approval from the COR.
- C.3.2.8 State safety regulations require that crew members shall not be left alone and that accessibility to emergency transportation shall be provided by the Contractor at all times.
- C.3.2.9 Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the Resource Area Field Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and

refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before task order final payment is made.

C.3.3 Project Area Clean-up - All pallets, boxes, bags or any other refuse, debris or garbage left by the Contractor shall be cleaned up as each unit is completed. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of off site before task order final payment is made.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.4.1 Bid Subitem A - Tree Planting

- a. Trees. Trees will be issued to the Contractor at the BLM Medford District Office or at an off-site cooler in Medford, Oregon, Monday through Saturday, 6:00 a.m. to 7:30 a.m. Trees will be issued to the Contractor or designated representative and signed for on a DI-105 (Receipt of Property) form. The Contractor shall transport the trees to the work site and shall return unused trees on a daily basis to the same facility between the hours of 3:00 p.m. and 5:00 p.m.
- b. Fertilizer packets for placement with each seedling planted. A packet is a small Atea bag@ size pouch containing a concentration of fertilizer granules. The packet is installed at the time of planting and is designed to slowly release nutrients for seedling growth.

C.4.2 Bid Subitems B, D and E - Associated Maintenance Materials

C.4.2.1 *Subitem B - Scalp and Install Paper Mulch* - Mulch installation materials consisting of 36 x 36 inch sheets of Kraft paper (with asphalt interlining) that are slit crosswise in the middle and 6-inch long "U"-shaped metal pins. See Illustration No. 6.

C.4.2.2 *Subitem D - Protective Tree Netting* - Netting installation materials consisting of medium weight 12 mil plastic diamond strand gauge netting. Supplied in rolls or partial rolls eight (8) inches wide. See Illustration No. 7.

C.4.2.3 *Subitem E - Protective Tree Tubes* - Plastic AVexar@ tubes, 24 inches in length and 3-1/4 inches in diameter, with two bamboo stakes per tube, 36 inches in length.

C.4.3 Distribution of Associated Maintenance Materials - Materials will be issued to the Contractor at the BLM Warehouse, 3039 Bullock Road, Medford, Oregon, Monday through Friday 7:00 a.m. to 10:00 a.m. and from 2:00 p.m. to 4:00 p.m. Pick up times shall be coordinated with the COR. Materials will be issued to the Contractor, or designated representative, and signed for on a DI-105 form. The Contractor shall transport the materials to the work site. The Government reserves the right to limit the amount of materials issued at any one time.

C.4.4 Care of Associated Maintenance Materials and Fertilizer - Upon completion of a unit, the Contractor shall return any unused materials to the point of issue or transport them to the next work site, as directed by the Government. The cost of unused paper mulches (estimated at \$185.00 per thousand), metal pins (estimated at \$13.00 per thousand), tubes estimated at \$220.00 per thousand), bamboo (estimated at \$90.00 per thousand), netting material (estimated at \$50.00 per thousand) and fertilizer packets (estimated at \$50.00 per thousand) that are returned to the Government in an unusable condition will be charged to the Contractor.

C.5.0 PERFORMANCE REQUIREMENTS

C.5.1 Records and Inspections

C.5.1.1 *Records* - The Contractor shall maintain adequate records to allow the Government to monitor task order progress and for the Contractor to be accountable for work quality. Contractor record shall include: (1) project unit names (2) unit acres (3) work dates (4) supervisor/inspector name and (5) work quality percentage. Written notice of completed units shall be submitted to the COR within three days after completion of treatments on project units.

C.5.1.2 *Inspection*

- a. The Contractor shall provide and maintain an inspection system acceptable to the Government.
- b. If plots are taken during inspection, each plot center shall be flagged and numbered in sequence.
- c. Payment will be based on the Government's inspection results. The Contractor's inspection results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment.

C.5.2 Bid Subitem A - Tree Planting

C.5.2.1 *Distribution and Care of Trees*

- a. Trees will be issued to the Contractor at District seedling storage facilities on a daily basis. Trees shall be protected against damage to tops and roots, including damage from freezing, heating, and drying.
- b. Trees shall be transported and stored by the Contractor in fully enclosed pickups with insulated canopies or insulated trailers, capable of keeping the internal bag temperature at 32E to 40E Fahrenheit for ten hours. There shall be no leaks in the canopies or trailers and metal floors shall be insulated. Construction of seedling containers shall allow for adequate circulation of air around seedling storage bags.

- c. Upon arrival at the planting site, trees shall be protected from direct sunlight, frost and wind, and provided with proper air circulation around bundles or boxes. A space blanket covering shall be used for proper protection. The location and method of storage at the planting site shall be approved by the PI.
- d. Tree roots shall not be exposed to the sun and air for more than 30 seconds. Shipping containers shall be kept closed at all times except when tree bundles are actually being removed.
- e. As trees are removed from nursery packages, the entire root system shall be dipped and thoroughly wetted in a thick slurry. Trees or bundles shall not be whipped or struck against any object to remove excess water after dipping. Dipped trees shall be placed directly into planting bags or other containers.
- f. The number of trees placed in the entire planting bag shall be no more than 150, which allows the removal of individual trees without damage to the tops and roots. A greater or lesser amount may be indicated by the PI if seedling size and weather conditions warrant.
- g. During the planting operation, planters shall remove only one seedling at a time from the planting bag or container, and only after the planting hole has been prepared.
- h. When seedling culling or pruning is required, it shall only be performed under the direct supervision of the PI. Improper handling of trees includes root or top pruning or culling (except under conditions described above), twisting roots, or violating the provisions of specifications C.5.2.1. The Government may suspend the Contractor's right to proceed for improper handling of trees. The Contractor may be required to remove from the site any individuals involved in the improper handling of trees.
- i. When dryness of roots, mold or other evidence of damage to trees is detected, the PI shall be notified immediately.
- j. The following environmental conditions will be used as a general guide in determining suitable planting conditions. The PI or COR will determine when tree planting will cease due to unsatisfactory environmental conditions. Any single condition outside the specified range is sufficient cause to discontinue planting. Planting bag inserts for the trees may be used by the Contractor with the approval of the COR to ameliorate adverse environmental conditions. When planting is suspended, unused trees shall be returned to the storage point as directed by the PI.

Humidity:	50% or more.
Wind:	Less than 10 MPH.
Soil temperature:	40E Fahrenheit or above at 6 to 8 inches soil depth.

Air temperature: Greater than 32E Fahrenheit and less than 65E Fahrenheit

- k. On a daily basis, or when a unit is completed or terminated, or as directed by the PI, all unused trees, empty containerized seedling cells and/or trays shall be returned to the storage point in a condition and manner that is approved by the PI.
- l. If trees issued to the Contractor are damaged or mishandled due to the Contractor not following the seedling handling requirements listed above, the Contractor shall be charged the current seedling costs incurred by the Government. Damaged seedling costs are listed below.

<u>Stock Type</u>	<u>Price Per M (Thousand)</u>
1-0	\$180
2-0	\$208
1-1	\$285
Plug-1	\$300
Container Trees	
10 cu. in. (Df/sp)	\$300
10 cu. in. (other species)	\$320

C.5.2.2 *Planting with Fertilizer Application*

- a. All units require fertilizer installation at the time of planting.
- b. The fertilizer packet shall lie on the uphill side of the seedling within one to two inches of seedling roots and within one to two inches below firmed soil surface. See Illustration No. 5.
- c. Fertilizer packets shall be separated from contact with the trees in the tree planting bag. In addition, the packets shall be protected from pre-dissolving or other damage to the fertilizer packets prior to placement in the planting hole.

C.5.2.3 *Planting Method*

- a. Proper selection of planting site is important, and clearing efforts shall be required to prepare the site for planting and to maintain required spacing. Examples of plantable and unplantable sites will be indicated by the PI on the project site.
- b. Trees shall be planted in spots distributed over the area at the intervals and within the spacing specified in each task order. However, for individual trees, the specified average spacing may be varied by as much as 25 percent in any direction to find a suitable planting spot.

- c. Where an unplantable spot is encountered, the planter shall plant in the closest planting spot. However, average spacing shall be maintained for the unit and the number of trees planted per acre shall not be materially increased or decreased due to planter selection of planting spots.
- d. No seedling shall be planted closer than half the specified average spacing distance from "other" trees.
- e. For Bid Subitem A5 , trees shall be planted at the specified spacing without regard to the existence of "other" trees.
- f. In units where more than one species or stock type is to be planted, the mixture and location of trees planted within a unit shall be as directed by the PI. If inspection results find the Contractor has planted the wrong species in the designated areas, those portions shall be replanted at no cost to the Government and reinspected prior to unit acceptance. In units where more than one species are to be uniformly distributed, each planter shall carry all species and alternate their planting.

C.5.2.4 *Where to Plant*

- a. Plantable
 - 1) Planters shall plant all areas, unless they meet one or more of the conditions defined under C.5.2.4.b. as unplantable.
 - 2) Patches of dense brush shall be considered plantable. If a planter can work through the brush by spreading the stems aside or by working around or through the stems the area shall be planted.
- b. Unplantable - An unplantable area (spot) is characterized by one or more of the following conditions:
 - 1) Soil covering slash or debris subject to rapid drying.
 - 2) Rock outcrops, talus slopes and areas of stones, cobbles or gravel over 12 inches deep.
 - 3) Areas covered by compacted slash over 24 inches in depth.
 - 4) Other areas as designated by the PI.
 - 5) All roads as indicated on the project area maps.

Examples of unplantable and plantable areas will be indicated by the PI on the project site.

C.5.2.5 *Planting Spot Preparation* - The planting spot may be exposed mineral soil or covered with vegetation, gravel or slash, or previous paper mulch material which shall require a clearing effort before planting. Clearing shall include the removal of all debris, gravel, humus, ash, living vegetation and snow up to 24 inches deep. In areas meeting the above conditions, cleared areas shall be no smaller than 18 inches in diameter, and the tree shall be planted in the approximate center of the cleared spot.

C.5.2.6 *Planting Hole* - The planting hole shall be large enough to permit full suspension of the root system to a maximum depth of 13 inches for all planting stock.

C.5.2.7 *Tree Seedling Placement*

- a. The seedling shall be suspended near the center of the hole with roots in a near natural arrangement at a depth that, after filling, packing, and leveling, the cotyledon scar is slightly below the firmed soil level. No portion of the roots shall be exposed. See Illustration No. 1.
- b. Trees shall be planted so that roots approximate a natural position; not twisted, tangled, compacted together, curled or bent from a position perpendicular to the horizontal. Due to variation in root pruning at the nursery, root length may vary 20 percent more or 20 percent less than the required planting depth. See Illustrations No. 1 and 2.
- c. Each seedling shall be set firmly in the ground with moist soil filled in and well firmed around the roots with no air pockets around or adjacent to the tree roots. After firming around the seedling, soil shall be at the ground level with no deep depression or high mound at the stem.
- d. Each planted seedling shall stand erect in the center of the cleared spot. Trees should be as near vertical to the horizontal plane as possible. A 15-degree variance from true vertical is allowed. See Illustrations No. 1, 2 and 3 for examples of proper planting method and root placement.
- e. See Illustration No. 4 for improper methods of planting trees.

C.5.3 Bid Subitem B - Scalp and Install Paper Mulch

C.5.3.1 *Criteria for selecting trees to be mulched:*

- a. Natural or planted trees less than 36 inches in height.
- b. All trees selected for treatment shall meet the following criteria:
 - be at least six inches tall.

- be coniferous species such as Douglas-fir, true fir (white, grand, shasta), incense cedar, ponderosa pine, sugar pine, western white pine, lodgepole pine or Jeffrey pine.
- appear healthy and vigorous at time of treatment.
- do not exhibit undue characteristics such as disease, erratic or suppressed growth, poor color, frost damage, or mechanical/browsing damage.

C.5.3.2 The average spacing distribution of treated trees shall be 10' x 10' on both initial and inter-planted units. The Contractor may vary this spacing by as much as 25 percent to find a suitable seedling to treat, provided the overall spacing is maintained. Approximately 400 to 450 trees per acre will require treatment.

C.5.3.3 *Criteria for not selecting trees for mulching:*

- a. Dead trees.
- b. Trees that are greater than 36 inches in height or that are so bushy that the mulch would be impossible to place over the tree.
- c. Any tree that would be damaged by the removal of compacted slash.

C.5.3.4 *Scalping and Placement of Mulches*

- a. The mulching spot shall be prepared by clearing all ash, slash, debris, and other material capable of being moved by hand.
- b. On units that have been previously mulched, old mulches may be left in place providing they are in good (usable) condition. However, a new mulch shall be placed over the existing mulch and secured according to the specifications of this contract. If mulches from prior years are not in good condition, removal of the old mulch shall occur prior to clearing of the planting spot, replanting, and installation of the new paper mulch. In order to ensure that removed mulch material does not interfere with the new mulch installation and is not blown around and redeposited by the wind elsewhere on the unit, secure the removed mulch material with some heavy object such as a rock or piece of wood. The PI will indicate examples of what qualifies as a mulch in good condition and what is considered an unusable mulch. Mulches torn severely (eight inches or more) during installation shall be replaced properly with whole sheets, and torn sheets shall be removed from the site.
- c. Scalp away all woody and non-woody vegetation down to mineral soil around trees to be treated. The scalped area shall be 36 inches x 36 inches and permit the mulch, after installation, to be in contact with bare mineral soil over a minimum

of 90 percent of the mulch's surface area. On slopes exceeding 15 percent, the scalps shall be cleared so that the edges of the scalp are at an angle approximately 45 degrees to the contour of the slope.

- d. Mulch shall be placed so as not to damage the planted tree, and installed to properly cover the area around the tree. Mulches shall be laid flat on the surface of the ground around the tree.
- e. The tree shall be centered in the middle of the cut opening, or in the downhill half of the slit.
- f. Large rocks, logs, stumps, sprouts, or other obstacles may prevent proper placement of mulches as described. On these mulching spots the area shall be scalped as described above and the mulch shall be folded to adapt to the obstacle and secured so that the folded mulch covers the area around the tree that is not occupied by the obstacle.
- h. If it is impossible to place a mulch down, due to an obstruction, then only a radius scalp will be required, and no mulch will be installed. The PI will demonstrate in the field what would qualify to only receive a radius scalp and not be mulched.

C.5.3.5 *Installation of Paper Mulch - see Illustration No. 6*

- a. One installation shall consist of two sheets of paper mulch. Two mulch sheets per tree shall be placed so as not to damage the planted trees, and installed to properly cover the area around the tree. The sheets shall be doubled so that one sheet is directly on top of the other. On slopes greater than 15 percent, mulches shall be placed so that their edges are at approximately 45 degrees to the contours of the slope so as to minimize downward movement.
- b. "U" shaped metal pins approximately six inches long shall be used to secure the mulch material. Five pins shall be used for each mulch to secure it to the ground. The four corners of each mulch shall be folded under once four to five inches before inserting the metal pin.
- c. Both legs of each pin shall pass through both layers of the mulch material, with the pins being no closer than one inch to any edge of the mulch and inserted at least five inches into the soil. A fifth pin shall be placed near the center of the mulch no closer than one inch nor further than four inches from the mulched tree. The fifth pin shall be placed on the uphill side of the tree. The resulting installed mulch shall be left flat, untorn, and with at least 80 percent of the mulch surface contacting bare mineral soil.
- d. If the pins can not penetrate the soil or will not remain secure due to rocks, ravelly soil or other debris under the soil, the mulch corners shall be anchored

with soil or rocks, but not slash. Mulch sheets secured in this manner shall lie flat on the ground and be secure from downslope movement.

- e. Mulches with pins inserted into non-mineral soil or duff will be judged unacceptable.
- f. When underlying rocks or other obstructions prevent mulch installation in accordance with the specifications above, the Contractor shall not place a mulch at that site, but shall scalp it as provided in C.5.3.4.

C.5.4 Bid Subitem C - Scalp and Grub

C.5.4.1 *Criteria for selecting trees to be scalped and grubbed:*

- a. Natural or planted trees less than 36 inches in height.
- b. All trees selected for treatment shall meet the following criteria:
 - be at least six inches tall.
 - be coniferous species such as Douglas-fir, true fir (white, grand, shasta), incense cedar, ponderosa pine, sugar pine, western white pine, lodgepole pine or Jeffrey pine.
 - appear healthy and vigorous at time of treatment.
 - do not exhibit undue characteristics such as disease, erratic or suppressed growth, poor color, frost damage, or mechanical/browsing damage.

C.5.4.2 *Criteria for not selecting trees for scalping:*

- a. Dead trees.
- c. Any tree that would be damaged by the removal of compacted slash.

C.5.4.3 The average spacing distribution of treated trees shall be 10' x 10' on both initial and inter-planted units. The Contractor may vary this spacing by as much as 25 percent to find a suitable seedling to treat, provided the overall spacing is maintained. Approximately 300 to 350 trees per acre will require treatment.

C.5.4.4 All woody and non-woody vegetation shall be scalped away down to mineral soil around trees to be treated. The scalped area shall be six feet in diameter with the seedling located in the approximate center of the scalped area.

C.5.4.5 All roots less than one inch in diameter and less than two inches deep within the scalped area shall be severed and uprooted (grubbed).

C.5.4.6 All material scalped or grubbed shall be removed from the scalped area to the down hill side of the treated area.

C.5.5 Bid Subitem D - Protective Tree Netting

C.5.5.1 *Criteria for selecting trees to be treated:*

- a. Only Douglas-fir trees shall be treated.
- b. All trees selected for treatment appear healthy and vigorous at time of treatment.
- c. Only trees less than 4-1/2 feet in height shall be treated. The average spacing distribution of the treated trees shall be 10' x 10' on both initial and interplanted units. The Contractor may vary this spacing by as much as 25 percent to find a suitable seedling to treat, provided the overall spacing is maintained. In some cases, previously browsed trees may be treated. Approximately 400 to 450 trees per acre will require treatment.

C.5.5.2 *Criteria for not selecting trees for treatment:*

- a. Dead trees.
- b. Trees that are 4-1/2 feet or greater in height.
- c. Trees that are not of the species specified.

C.5.5.3 *Bid Subitem D1 - Install Protective Tree Netting - See Illustration No. 7*

- a. One installation per tree shall consist of one ten-inch length of flexible netting satisfactorily placed on each seedling. The Contractor shall cut the netting to the required length. Each net shall be cut to a length of 10 inches with a one-inch variance. Precutting netting is recommended. Cuts on the net shall be perpendicular to the length of the net. An angled cut or unacceptable length may result in an unacceptable installation.
- b. The net shall be placed over the seedling in such a way that the top of the net extends two inches above the terminal bud. A one-inch variance is allowed in either direction. The terminal leader and lateral branches within the net must be in an upright position. Treated trees with terminal or lateral growth forced downward by, or twisted within the net, will be considered unsatisfactory when inspected.
- c. Trees shall be netted to allow the terminal leader to stand erect and free to grow within the net. On trees which do not have a definite terminal leader, the most

dominant lateral shall be considered as the terminal leader and nets shall be installed accordingly.

- d. Care will be taken not to damage the trees when the netting is installed. Trees with skinned bark, damaged buds, or broken leaders will be considered unacceptable.
- e. Once the net is installed on the seedling the net shall be "seated" by compressing the base of the net around the seedling. Seating the net helps anchor the net around the seedling and prevent it from being dislodged. A correct installation shall have the top of the net open enough to allow the terminal bud to grow unrestricted.

C.5.5.4 *Bid Subitem D2 - Maintain Protective Tree Netting*

- a. Tree netting maintenance shall consist of adjusting existing netting or removing damaged netting and installing new netting meeting the specifications contained in C.5.5.3.
- b. Care will be taken not to damage the seedling when the netting is adjusted or removed. Trees with skinned bark, damaged buds, or broken leaders will be considered unacceptable.
- c. When netting material cannot be removed without causing injury to the seedling, the netting material shall be cut or ripped apart at two locations lengthwise on opposite sides and left on the netted tree and a new net installed.
- d. All protective netting material removed shall be collected and removed from the unit and disposed of by the Contractor in a manner previously approved by the COR.

C.5.5.5 *Bid Subitem D3- Remove Protective Tree Netting*

- a. Tree netting removal shall consist of removing netting material from previously netted or maintained coniferous species.
- b. Care will be taken not to damage the seedling when the netting is removed. Trees with skinned bark, damaged buds, or broken leaders will be considered unacceptable.
- c. When netting material cannot be removed without causing injury to the seedling, the netting material shall be cut or ripped apart at two locations lengthwise on opposite sides and left on the netted tree.

- d. All protective netting material removed shall be collected and removed from the unit and disposed of by the Contractor in a manner previously approved by the COR.

C.5.6 Bid Subitem E - Protective Tree Tubes

C.5.6.1 *Criteria for selecting trees to be treated:*

- a. Only Douglas-fir trees shall be treated.
- b. All trees selected for treatment appear healthy and vigorous at time of treatment.
- c. Only trees less than 20 inches in height shall be treated. The average spacing distribution of the treated trees shall be 10' x 10' on both initial and interplanted units. The Contractor may vary this spacing by as much as 25 percent to find a suitable seedling to treat, provided the overall spacing is maintained. In some cases, previously browsed trees may be treated. Approximately 400 to 450 trees per acre will require treatment on the 10' x 10' spacing.

C.5.6.2 *Criteria for not selecting trees for treatment:*

- a. Dead trees.
- b. Trees that are 20 inches or greater in height.
- c. Trees that are not of the species specified.

C.5.6.3 *Bid Subitem E1- Install Protective Tree Tubes*

- a. The installation shall consist of two bamboo stakes 36 inches long and one rigid plastic "Vexar" tube (24 inches long, 3-1/4 inches in diameter), connected together as shown in Illustration No. 8.
- b. The bamboo stake shall be woven through the vexar tube once in the upper third, the middle third, and again in the lower third of the tube. A second bamboo stake shall be woven through the tube in the same manner 180 degrees from the first bamboo stake. The tube shall be placed over the seedling and the bamboo stakes inserted firmly into the ground to a depth of at least six inches
- c. A correct installation will result in the lateral branches and terminal leader in an upright position with the terminal leader in the center of the tube and at least four inches below the top of the tube.
- d. Care shall be taken to prevent damage to the seedling as the tube is installed. An installation with the seedling having skinned bark, a broken or restricted terminal

leader, or skinned or broken laterals as a result of the tube installation will be considered unacceptable.

- e. Completed installation shall leave the tube and support vertical to the horizontal plane. A tube placed greater than 10 degrees from the vertical will not be acceptable.
- f. The PI will demonstrate in the field correct tube installation and position on the tree, depending on seedling stock type.

C.5.6.4 *Bid Subitem E2- Maintain Protective Tree Tubes* - All previously installed vexar tubes and supports shall be restored to original installation specifications (see C.5.6.3) whenever possible, and in accordance with the following:

- a. Leaders found bent, spiraled, or restricted within the vexar tube need to be straightened. Leaders found in these conditions shall be corrected to normal condition as much as possible so that they may grow normally upward through the tube. After maintenance is performed the terminal leader shall be inside but not closer than four inches from the top of the tube.
- b. Tubes found deformed, bent, flattened, or on dead trees shall be removed completely from the seedling. Fallen tubes due to broken or bent supports shall also be removed from the seedling. Care will be taken not to damage the seedling when the tube is removed. Trees with skinned bark, damaged buds, or broken leaders will be considered unacceptable.
- c. Completed maintenance shall leave the tube and support vertical to the horizontal plane. A tube placed greater than 10 degrees from the vertical will not be acceptable.

C.5.6.5 *Bid Subitem E3 - Remove Protective Tree Tubes*

- a. All vexar tubes and stakes shall be removed from live and dead trees and placed flat on the ground.
- b. If tube removal will cause skinned bark, broken terminal leaders or lateral branch damage to the live seedling, the tube shall not be removed but shall be cut the entire length of the tube or ripped apart at two locations on opposite sides and then left on the seedling. The stakes shall be removed from the tube and shall be placed flat on the ground.

C.5.7 Special Treatment Requirements

C.5.7.1 Treatment shall not be done in roadways excluded from the contract as shown on the task order project maps.

- C.5.7.2 Pacific yew and knobcone pine shall not be considered Aother trees@, nor shall they be used for determining spacing requirements.
- C.5.7.3 Where threatened plants may exist on particular treatment units, their location will be marked by the Government with special flagging and no ground disturbing maintenance treatment will be done within the flagged area.
- C.5.7.4 Next to streams or other water sources, application of fertilizer packets with the planted seedling will not be required up to a distance of ten (10) feet from the edge of the water source. The PI will determine and notify the crew foreman if any of these sites exist on the planting units.
- C.5.8 Port-Orford Cedar
- C.5.8.1 In units where Port-Orford Cedar is present, sequential treatment of the units shall take place so that units which are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) shall be treated first, and infested units shall be treated last. Units will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and to determine the sequence to follow for treatment.
- C.5.8.2 Access as well as egress routes, and parking locations will be determined by the COR for all POC units (unit having Port-Orford Cedar) and *Pl* units (units having Port-Orford Cedar and *Phytophthora lateralis*.)
- C.5.8.3 Operations in POC units and *Pl* units shall be confined to the dry season unless otherwise authorized by the COR.
- C.5.8.4 When treatments must occur during the rainy season (before June 15, or after Oct. 15) or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. Some variation of the dates may be permitted depending on weather and soil moisture conditions, which will be defined by the COR or PI. If the vehicle, by visual examination by the PI, has clods of mud or organic material present, then the vehicle will require washing and removal of the mud or organic material before entering a POC unit. Entry into the area will not be allowed until this measure is followed. Upon departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material.

SECTION C - ILLUSTRATIONS

- Illustration 1 - Tree Root Placement, Applicable to Bare Root Stock
- Illustration 2 - Tree Root Placement, Applicable to Container Stock
- Illustration 3 - Tree Planted in a Correct Manner
- Illustration 4- Tree Planted in a an Improper Manner
- Illustration 5 - Placement of Fertilizer Packet
- Illustration 6 - Mulch Installation with Metal Pins
- Illustration 7 - Flexible Netting Installation
- Illustration 8 - Acceptable Tubing Installation

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure

that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

E.1.0 SURVEILLANCE PLAN

E.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

E.1.2 Government inspection of completed units will not occur until notification of completed work as required by C.5.1, has been received by the COR.

E.1.3 Subitem A - Tree Planting

E.1.3.1 Quality of work and conformance with planting specifications will be determined by administrative surveys and/or systematic surveys.

E.1.3.2 The Contractor is encouraged to observe the inspections and will be notified of the inspection results. When requested by the Contractor, a copy of the inspection results will be provided to the Contractor.

E.1.3.3 Timely inspections by the Government may not be performed if the Contractor accelerates the rate of production over the rate agreed to on the Contractor's approved work schedule.

E.1.3.4 Administrative Surveys

- a. Administrative surveys will be performed across planting rows at random intervals to obtain a representative sample of each planter's planting quality and spacing. Adequacy of spacing will be determined by the presence or absence of trees on individual plots and/or actual spacing measurements between planted trees.
- b. If quality of planting or spacing are found deficient on these surveys, the Contractor will be instructed to take immediate action to correct these deficiencies, which may include replanting of unacceptable areas.

E.1.3.5 Systematic Surveys - Systematic surveys will be performed by establishing survey lines parallel and at constant intervals over the entire area planted so as to assume a cross sample of the individual tree planters and even distribution of sampled trees.

E.1.3.6 Administrative and Systematic Surveys

- a. Each planted tree found on the survey plot will be examined for (1) site preparation, proper selecting of planting spot and spacing as required by the planting method designated on the task order; and (2) planting depth, position of stem, root placement and firmness, as described in Section C.5.2.6 and C.5.2.7 of the specifications
- b. Plots falling on plantable areas without one or more trees (planted or natural) indicates under-planting. Over-planting is indicated by plots that fall on plantable area and contain three or more trees (one or more of which is planted) spaced closer than the average spacing specified on the task order. Allowing for the 25% allowance, the minimum and maximum plot radius for the spacing is listed in the Planting Table below:

Planting Table			
Spacing	Normal Plot Radius	Minimum Plot Radius	Maximum Plot Radius
5 X 5	2.4'	1.8'	4.0'
8 X 8	4.5'	2.7	6.3'
10 X 10	5.7'	3.4'	7.9'

E.1.3.7 Average (mean) percentages are determined in the analysis (See Form OSO 5700-2) for improper planting (Step 6); underplanting (Step 7A); and overplanting (Step 7B). Each of these factors is reduced by the Lower Confidence Limit of Sampling error determined from the Lower Confidence Limit Table in this Section.

E.1.3.8 The amount by which the mean is reduced becomes smaller with increasing sample size. (i.e. on larger areas). This is due to the narrowing of the range of percentages in which the mean probably lies. (See note of explanation of table in E.3.0, payment.)

E.1.4 Work Quality Percentage - Work Quality percentages are derived from data developed from inspection plots.

E.1.5 Subitems B through E - Associated Maintenance Treatments

- E.1.5.1 The Government will make periodic visual inspections and recommendations for adjustments in work quality while work is in progress.
- E.1.5.2 Inspections for the basis of payment will be made with a series of 1/50 acre (16.8 ft. radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain a 1% sample of the project area. The following information will be recorded for each plot inspected:
- a. Number of treatments required
 - b. Number of treatments found.
 - c. Number of treatments that fail to meet the specifications described in this contract.
- E.1.6 Reinspection - When units fall below the minimum AQL percentage designated, rework may be required. When instructed by the COR, the Contractor shall rework the unit one time for reinspection by the Government. If the unit again fails to meet the designated AQL percentage, the CO has the option of accepting the unit at the AQL calculated from inspection plots or of ordering the Contractor to rework the unit again. The Contractor shall be charged for all the Government's subsequent reinspection costs. If the CO elects to accept the unit at the AQL percentage calculated after rework, the Contractor will be paid based on the results of the reinspection.
- E.2.0 ACCEPTANCE OF WORK
- E.2.1 Subitem A - Tree Planting
- E.2.1.1 A minimum AQL of 85 percent is required.
- E.2.1.2 Acceptance of work will be determined by the Contractor's compliance with the specifications as observed by the PI and determined by the inspection results of the planted area.
- E.2.1.3 Work will be inspected and accepted or rejected on an individual planting unit basis.
- E.2.1.4 Work for any given planting unit will be accepted if (1) payment adjustment factor (Step 8 on Form OSO 5700-2) is 15 percent or less, (2) payment adjustment factor (Step 8 on Form OSO 5700-2) is greater than 15 percent and no additional planting stock is available, (3) the underplanting factor (Step 7A on Form OSO 5700-2) is less than three percent, and (4) the under-planting factor (Step 7A on Form OSO 5700-2) is greater than three percent and no additional planting stock is available.
- E.2.1.5 If any of these factors are exceeded, the COR will immediately notify the Contractor and direct him/her to improve upon the quality of work. If the quality does not

improve to acceptable standards within one day following the notice of unsatisfactory planting, the COR may issue a suspend work order to resolve the problem, during which time task order performance time will continue to run.

E.2.1.6 When additional planting stock is available, the Contractor shall replant any unit which has a payment adjustment factor (Step 8 on Form OSO 5700-2) greater than 15 percent or under-planting factor (Step 7A on Form OSO 5700-2) of three percent or greater. The COR may require the existing planted trees to be removed before replanting, depending on the reason for rejection and non-acceptance. Acceptance will be based on the results of a reinspection after replanting.

E.2.1.7 If additional planting stock is not available to replant units which have a payment adjustment factor (Step 8 on Form OSO 5700-2) greater than 15 percent or under-planting factor (Step 7A on Form OSO 5700-2) of three percent or greater, payment will be made in accordance with E.3.0, Payment.

E.2.2 Subitems B through E - Associated Maintenance Treatments

E.2.2.1 Satisfactory Work - A minimum AQL of 90 percent is required.

E.2.2.2 Unsatisfactory Work - Based on inspection results, if the AQL percentage falls below 90, the COR will immediately notify the Contractor in writing and direct the Contractor to improve the quality of work. If the quality of future work is not raised to the minimum AQL, the COR may issue a suspend work order to resolve the problem, during which time task order performance time will continue to run. If untreated or unsatisfactorily treated trees are the primary reason for unsatisfactory work, the area may be reworked to obtain the minimum AQL. One rework may be allowed.

E.3.0 PAYMENT

E.3.1 Subitem A - Tree Planting

E.3.1.1 Payment will be made for an individual planting unit inspected and accepted by the Government, and will not be made for a partial unit. Payment is based on acreage shown for each unit on the project maps and the equitable adjustment determined as shown on OSO Form 5700-2 and applied to the Lower Confidence Limit Table.

E.3.1.2 If as a result of an administrative survey, the payment adjustment factor is 15 percent or less, payment may be made on the basis of the administrative survey.

E.3.1.3 If as a result of administrative survey, the payment adjustment factor is greater than 15 percent, a systematic survey will be made prior to final determination on payment for the planting unit. A payment adjustment factor calculation from a series of administrative survey plots will be an acceptable substitute if the administrative survey plots are reasonably distributed over the entire planting unit.

E.3.1.4 The following standards will be used to determine final payment for a planting unit:

- a. When the payment adjustment factor (Step 8 of Form OSO 5700-2) is three percent or less, after one planting, then 100 percent payment will be made.
- b. When the payment adjustment factor (Step 8 of Form OSO 5700-2) is greater than three percent and less than or equal to 15 percent payment, then payment will be made for the actual planting quality percent earned.
- c. When the payment adjustment factor (Step 8 of Form OSO 5700-2) is 15 percent or less after replant, payment will be made for the actual planting quality percent earned less the cost of the additional trees for the replant.
- d. When the payment adjustment factor (Step 8 of Form OSO 5700-2) is greater than 15 percent and no additional planting stock is available for replant, payment will be made for the actual planting quality percent earned less liquidated damages.
- e. When the payment adjustment factor (Step 8 of Form OSO 5700-2) is greater than 15 percent after replant, payment will be made for actual planting quality percent earned less liquidated damages.

EXAMPLE:

Step 1 - Forty (40) acres successfully planted:
40 x \$80 per acre bid price = \$3,200 (contract price)

Step 2 - \$3,200 x 14% (payment adjustment factor) = \$448

Step 3 - \$3,200 - \$448 = \$2,752 (amount to be paid).

E.3.1.5 The following is an explanation of the Lower Confidence Limit Table.

- a. The table "Lower Confidence Limits (Fraction of Occurrences) for Observed Fraction" adjusts the percent of improperly planted or spaced trees computed from the inspections so as to reflect errors inherent to the sampling process; i.e., sampling error. These errors are greatest when the sample is small and the computed percent is large and vice versa.
- b. In any given survey we can determine a range of values between which the true percent of improperly planted or spaced trees probably lies. If, for example, this range is 20-40 percent and the computed percent is 30, the sampling error is + or - 10 percent. In other words, it is possible that the planter actually planted or spaced up to 40 percent in an improper manner rather than the computed 30 percent. This range is commonly referred to by statisticians as the "Upper Confidence Limit".

- c. The assessed payment adjustment determined as described in this section is based on the "Lower Confidence Limit" only, thereby giving the "benefit of the doubt" to the Contractor.
- d. The possibility of the true percent of improperly planted or spaced trees falling within a particular range can also be assigned a numerical value. For example, when the table Lower Confidence Limit is used, this value is 80 percent, i.e., the true percent of incorrectly planted or spaced trees lies within the range of values determined 80 times out of 100. Thus, 10 percent of the cases could be expected to fall below the lower confidence limit.

E.3.1.6 Liquidated Damages - Liquidated damages will be assessed for failure to meet the minimum AQL for planting as follows: The Government is damaged when units are planted below the minimum AQL of 85 percent. The damage consists of loss of tree stock, loss of year's growth, and replanting costs (i.e. site preparation, trees, administrative and planting costs). As the extent of these damages is difficult to determine, the Contractor hereby agrees to pay as fixed, agreed, and liquidated damages a sum at the applicable rates set forth below for all units not meeting the minimum AQL of 85 percent for planting.

RATE:

<u>Subitem</u>	<u>Amount per Acre</u>
A	\$121.63

E.3.2 Subitems B through E - Associated Maintenance Treatments

E.3.2.1 Payment will be made for completed units for the actual number of acres completed, inspected and accepted by the Government, less the adjustment in payment based on the AQL percentage, if any. An adjustment of five percent will be added to the AQL percentage for those units achieving 90 percent or better before rework. If the AQL percentage equals or exceeds 95 percent before adding the five percent adjustment and before rework, full payment (100 percent) will be made for the number of acres inspected and accepted by the Government on the completed units. The total payment rate, including the five percent adjustment, cannot exceed 100 percent. Payment for units achieving an AQL of 90-100 percent after rework (if allowed) and units accepted by the CO which do not meet the minimum AQL of 90 percent, will be made at a rate determined by multiplying the actual inspection percentage by the subitem price.

E.3.2.2 Payment will be made on a unit basis for completed units only.

E.3.3 Method for Measurement and Payment

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

- E.3.3.2 Roads do not require treatment and have been excluded from the acreage to be measured and paid for under the contract. Average widths of roads are estimated to be 20 feet throughout the project.
- E.3.4 Remeasurement of Units- The Contractor may at any time during the course of the contract request remeasurement of any unit if he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of five percent 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 acreage variance is more than five percent of that shown in the contract, payment of the unit will be based on the remeasured acreage.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 TASK ORDERS

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

F.2.0 PERFORMANCE TIME

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

F.3.0 PROGRESS PLAN

- F.3.1 At the task order prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of performance time. The unit sequence work schedule will be determined by the COR and may be subject to change because of normal variations in weather conditions at no change in performance time or price.

F.3.2 Bid Subitem A

- a. The work schedule will be used as a guide to measure the Contractor's performance as well as to calculate the rate of trees required to meet planting needs. If, for reasons other than adverse weather conditions, the Contractor fails to maintain his work schedule on plantable areas and the trees must be destroyed because of exposure or excessive storage time, the Contractor shall be liable for the Government's full cost of the destroyed trees. That cost will be equal to the current nursery selling price, plus delivery.
- b. Work shall progress in accordance with the established schedule. If the Contractor's progress falls behind 20) percent of the established work schedule, the Contractor's right to proceed may be terminated for default if satisfactory progress is not attained within three working days after receipt by the Contractor of a written notice of deficient performance.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

AProject 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 Saturday or Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not

have a proper visa for entry and working in this country (8 U.S.C. ' 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

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

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

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

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

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

Information on obtaining this license may be obtained from:

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

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

- H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL
- H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs. and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.
- H.12.0 PERFORMANCE SECURITY
- H.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the amount of the minimum guarantee (\$30,000) The security shall be submitted within ten days after receipt of written notification of award.
- H.12.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.
- H.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney

shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.

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

H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).

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

H.13.0 TASK ORDER OMBUDSMAN

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

SECTION I - SERVICE CLAUSES (current through Federal Acquisition 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)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	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	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)

SECTION I - SERVICE CLAUSES (continued)

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)
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(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)

SECTION I - SERVICE CLAUSES (continued)

52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70*	Liability Insurance -- Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(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.

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

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

52.216-18 ORDERING

(OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$12,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

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

52.216-22 INDEFINITE QUANTITY.

(OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The amount of the bid guarantee shall be not less than 20 percent of the minimum guarantee (\$30,000).

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s)

within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

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

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

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

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

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

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

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

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

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

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

52.232-1 PAYMENTS (APR 1984)

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

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

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

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

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

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term AEFT@ 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: Adesignated 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) AClaim,@ 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: AI certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.@

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

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

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

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

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

rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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

after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

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

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

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

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

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

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

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

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

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

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

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

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

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

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

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

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

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

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

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

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

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

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess

costs for those supplies or services. However, the Contractor shall continue the work not terminated.

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

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

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

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

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

SECTION J - LIST OF ATTACHMENTS

WAGE DETERMINATION

SAMPLE TASK ORDER

SAMPLE TASK ORDER VICINITY MAP

SAMPLE TASK ORDER PROJECT MAPS

FIRE REQUIREMENTS

SAMPLE TASK ORDER

To: _____

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

Contract No: HAC03
 Subitems: A, B, D, E

Requesting Office: Medford District
 Task Order No: HAD03
 Task Order Date: February 20, 2003

ITEM NO.	UNIT / TREATMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Round Bull	21-1 Key # 116747 37S-7W-21-016				
A2	Interplant - 8 x 8 Spacing	21	AC	\$0.00	\$0.00
2. Hawk Creek	20-1 Key # 113149 35S-09W-20-005				
A3	Initial Plant - 8 x 8 Spacing	40	AC	\$0.00	\$0.00
3. Silver Spur 17	Key # 116026 113810 113814 35S-09W-15-016				
A3	Initial Plant - 10 x 10 Spacing	34	AC	\$0.00	\$0.00
4. Silver Spur 14	Key # 113812 113132 35S-09W-15-014				
A3	Initial Plant - 10 x 10 Spacing	23	AC	\$0.00	\$0.00
5. Silver Creek 16-1	Key # 114926 35S-09W-16-003				
A3	Initial Plant - 10 x 10 Spacing	32	AC	\$0.00	\$0.00
6. Hobson Horn Riparian					
A5	Riparian Planting - 5 x 5 Spacing	41	AC	\$0.00	\$0.00
7. Hawk Creek	20-1 Key # 113149 35S-09W-20-005				
B	Scalp and Mulch	40	AC	\$0.00	\$0.00
8. Silver Spur 14	Key # 113812 113132 35S-09W-15-014				
D1	Install Protective Netting	23	AC	\$0.00	\$0.00
9. Silver Creek 17-2	Key # 113147 35S-09W-17-005				
D1	Install Protective Netting	32	AC	\$0.00	\$0.00
10. McMullin Cr. 25-2	Key # 111707 38S-08W-25-002				
D3	Remove Protective Netting	44	AC	\$0.00	\$0.00
11. Hawk Creek	20-1 Key # 113149 35S-09W-20-005				

ITEM NO.	UNIT / TREATMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
E1	Install Protective Tubes	40	AC	\$0.00	\$0.00
12.	Golden Sucker 13-3 Key # 116667 40S-07W-13-008				
E3	Remove Protective Tubes	13	AC	\$0.00	\$0.00
	TOTAL ACRES:	349			
				Total:	\$0.00

PERFORMANCE TIME: 15 Calendar Days

ESTIMATED START WORK DATE: FEBRUARY 20, 2003

Accounting and Appropriation Data:

OR117-6320-HD-252Z

OR117-6320-JE-252Z

Name of Ordering Officer

Ordering Officer's Signature Date

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

<u>KIND OF TOOLS</u>	<u>NUMBER OF PERSONNEL</u>										
	1-4	5	6	7	8	9	10	11	12	13	14
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

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

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

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