

Contract No.: HAC035Z00

**AWARD DATA**

Orders May Be Placed Through 3/19/2006

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

Ordering Agencies:

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

BLM Contract No.: HAC035Z00

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

Contractor: Scot Loring, 5456 Adams Road, Talent, Oregon 97540, 541-535-2863

For items not included in Section J and contractor's proposal  
contact: Jessica Clark at 503-808-6226

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for non-vascular plant survey services primarily in southwestern Oregon. The quantities listed are the estimated amounts of each survey area anticipated to be ordered by the Bureau of Land Management per year throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each subitem listed below, and then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order.

<u>Sub-item</u>	<u>Survey Types</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	Non-vascular (lichen/bryophyte) plant surveys in forested, mixed evergreen timber project areas	4,000	AC	\$ <u>8.74</u>	\$ _____
B	Non-vascular (lichen/bryophyte) plant surveys in hazard fuel units and corridors or habitat restoration areas such as grasslands, oak woodlands, shrublands (including serpentine)	5,000	AC	\$ <u>9.45</u>	\$ _____
TOTAL AMOUNT A-B					\$ _____

AC = Acre  
 Est = Estimated  
 Qty = Quantity

PERFORMANCE TIME: One (1) calendar day for each 60 acres.

ESTIMATED START WORK DATE: March 3, 2003

SECTION B - SCHEDULE OF ITEMS (continued)

**ANNUAL ECONOMIC PRICE ADJUSTMENT:** Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third years after contract award. 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	<u>0.0%</u>
3rd Year	<u>0.0%</u>

**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. The Government will make award on an all or none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Clause 52.215-1, Instructions to Offerors--Competitive Acquisition and Section M, Evaluation and Award Factors.

**TASK ORDERS:** After award, task orders may be placed by the Government. All task orders will be placed no later than three years 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 will not exceed \$500,000.

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

**MINIMUM GUARANTEE:** The minimum guarantee under this contract is \$20,000.

**THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.**

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

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

SECTION C - SPECIFICATIONS APPLICABLE TO SURVEY AND MANAGE  
NON-VASCULAR PLANT SURVEY

C.1.0 GENERAL

C.1.1 Description of Work

C.1.1.1 The Bureau of Land Management (BLM) is acquiring non-vascular plant (lichens and bryophytes) surveys on BLM lands. The work consists of collecting field data on non-vascular plant species on sites primarily located in southwestern Oregon.

C.1.1.2 The Contractor shall provide all services necessary to search for and locate non-vascular plants listed as Survey and Manage (S&M) Category A and C under the Northwest Forest Plan (see Section J). The Contractor shall also search for BLM Special Status (SS) plant species (see Section J).

Subitem A - There are an estimated 4,000 acres of proposed surveys for lichens and bryophytes per year. Units are primarily forested habitat that will be treated by timber removal.

Subitem B - There are an estimated 5,000 acres of proposed surveys for lichens and bryophytes per year. Units may be hazard fuel reduction units or corridors (ridgetops 300' wide or roadsides at 150' each side), grasslands, oak woodlands, shrublands or serpentine areas.

C.1.1.3 Provide completed survey forms of all units surveyed organized by legal section (regardless of whether S&M species are found). Provide separate forms with information that describes the location, abundance and habitat of each S&M or SS population located. This information shall be provided on forms furnished for those plants listed in Section J. Sample forms are shown in Section J.

C.1.1.4 In addition to the target species, provide a list of all non-vascular species present for each unit which can be readily and accurately identified in the field. Note species occurrence by general habitat type, e.g. conifer forest, oak woodland, shrubland, etc. Note dominant/co-dominant trees, shrubs and forbs on the species list.

C.1.1.5 Global Positioning System (GPS) Universal Transverse Mercator (UTM) coordinates and accuracy level data shall be collected for each S&M or SS non-vascular plant site.

C.1.1.6 Provide a habitat summary by unit in each survey report. Information on unit topography (including relationship to watershed), vegetation communities, apparent history (e.g. burned), management effects, Special Status Plants and habitats, other observations shall be included.

C.1.2 Location of Project Units - The work will be performed primarily in southwestern Oregon, within 100 miles of the Medford District office. The specific location of

sample projects are shown on the maps located in Section J. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation and can be difficult to walk through.

C.1.3 Access

C.1.3.1 Some units and portions of units do not have direct road access. Walk-ins of up to one mile may be required.

C.1.3.2 If the Contractor desires to access the units by foot or by roads across private land, the Contractor shall first obtain permission to travel over private lands. The Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the Contractor has been granted permission to travel over private lands.

C.1.3.3 Some project units are beyond locked gates that may require a key for access. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys will be issued to the Contractor by the Contracting Officer's Representative (COR). All gate keys shall be returned before final payment is made. The Contractor will be charged \$30.00 for each key lost or returned in an unusable condition.

C.1.4 Prewrite Conference - The COR will arrange a prework conference after the contract is awarded, to ensure a clear understanding of the scope of the contract, documentation requirements, and inspection and payment schedules.

C.2.0 DEFINITIONS

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

Intuitive Controlled Survey Method - Traverse unit enough to see a representative cross section (80%) of all major habitats and topographic features including slopes, draws, benches, ridges, wet areas, rock outcrops and meadows looking for the target species while en route between different areas. On arrival at area of high potential habitat (defined in pre-field review) a complete survey (100%) for the target species shall be made.

Non-vascular plant - species of mosses, liverworts, hornworts and lichens.

Special Status (SS) Plants - Includes Bureau Sensitive, Assessment, Tracking, and Watch; Federal Endangered, Threatened, Proposed, and Candidate; Oregon State Endangered, Threatened, and Candidate, as listed in Section J.

Survey and Manage (S&M) Species Categories A and C - Those species identified in the Northwest Forest Plan where pre-disturbance surveys are required.

Universal Transverse Mercator (UTM) - A mapping coordinate grid system based upon one of many different mapping projections.

C.3.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall provide all labor, transportation, supervision, tools, and materials (except those materials listed under paragraph C.4.0) necessary to perform the work.

C.3.2 Specifically, but not necessarily all inclusive, the Contractor shall furnish:

- a. Compass with azimuth setting and correct declination set.
- b. Protective covering for aerial photos (large "Ziploc" freezer bags).
- c. Wide-lined permanent marking pens for marking flagging in the field.
- d. Hand lens (minimum magnification 10 X).
- e. Appropriate non-vascular plant manuals (Lawton, McCune and Geiser, etc.).
- f. Digital or 35mm camera with 200 or 400 ASA film; minimum 12 exposure color prints.
- g. Mylar for aerial photo overlays for marking siting locations. Original aerial photos shall not be written on.
- h. Fine-lined permanent marking pens for preparing overlays; minimum of two colors. For each aerial overlay, each species must be done with a different color.
- i. Altimeter.
- j. Access to dissecting and compound scopes, plus any chemicals required for identification.
- k. A global positioning unit with accuracy to within 150 feet.

C.4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

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

- a. Maps necessary to complete the contract (District road maps, section maps and 1:12,000 contour maps).
- b. Use of aerial photos covering the areas.
- c. Survey and Species report forms.
- d. Flagging for marking surveys lines and populations of S&M or SS plants.
- e. In-office use of species data files.
- f. S&M Category A and B, Special Status Non-vascular Plant List.
- g. Northwest Forest Plan Survey Protocols.

C.4.2 The Contractor shall be liable for all loss or damage of such Government furnished property until completion and final acceptance of work required under this contract. All items will be available from the COR at the Medford District Office, 3040 Biddle Road, Medford, OR 97504.

C.5.0 SPECIFIC TASKS

C.5.1 Field Work

- C.5.1.1 Surveys shall be for S&M and SS species (see list in Section J); these species must be found if they occur in a unit. Any other non-vascular plants that are identified in the course of the surveys shall be documented in the unit species lists.
- C.5.1.2 Unit surveys shall be made using the Intuitive Controlled Survey Method (see C.2.0 Definitions).
- C.5.1.3 Lichen and bryophytes surveys require one entry, but this entry must occur during optimal fruiting times, if necessary for proper species identification. Extra entries may be required for proper identification to correct species.
- C.5.1.4 Proposed unit locations without on-the-ground identification shall be surveyed by approximating the boundary location from Government provided maps and photos.
- C.5.1.5 Flagging shall be hung at visibly located intervals along the survey lines in areas of potential habitat to show survey route. Survey routes shall be accurately depicted on a separate topographic unit map. At beginning of survey lines at access points, hang double flagging and record compass reading on contour map/flagging. When crossing roads and when entering and exiting privately-owned land, hang flagging. Flagging color will be designated and provided by the Government for this purpose. Habitat areas will be outlined on maps and overlays of aerials provided to show actual areas surveyed if different from unit areas.
- C.5.1.6 When S&M Category A or C or SS species are found, the population boundaries shall be clearly delineated with flagging of designated color provided (yellow with black striping). Single plants or a small concentration shall be marked with a double, long flag as close to the plant as possible. If on tree trunks, flagging shall be placed encircling the tree directly below the population for trees up to 24" in diameter. Larger populations (but less than one hectare in size) shall be double flagged in the center of the population, with at least four single flags marking the population boundaries. If population size is greater than one hectare, populations shall be outlined on mylar to overlay the aerial photos, double flagged in the population center, but with no flags marking population boundaries. Bureau Tracking or Watch species do not need to be flagged in the field
- C.5.1.7 The center flagging shall be labeled using wide tipped permanent marking pens identifying the species found, the date and site number (i.e. multiple sightings within one unit or proposed project area shall be clearly labeled as # 1,2,3, and the like) as high up on the flagging as possible.

- C.5.1.8 While at the sites, photos shall be taken, an S&M or SS species Site Form shall be completed and an overlay map shall be prepared for the aerial photo showing species locations. Also, the location of the population shall be marked on the 1:12,000 map. All plants within 300 feet of one another are considered to be one site and should be included on one site form. Plants further than 300 feet apart require separate site forms. The location of the population shall be marked on the topographic map using the four letter species code and the site number. For each site, the four letter species code and the site number shall be consistent between the ribbon in the field, the site forms, and the location plotted on the topographic map. For large sites with multiple flags, indicate on the form the total number of flags at the site. If the Project Inspector (PI) determines that the location was not accurately mapped, the Contractor shall return to the site and correct the mapping error (accompanied by the PI if required).
- C.5.1.9 A minimum of two color photos (prints) shall be taken; one of the species itself and one of the general habitat. Each picture shall be labeled with the legal description (township, range, section, unit), species found, site number and date. If a digital camera is used, photos shall be stored on a CD in a program that can be opened by MS Word.
- C.5.1.10 Detailed directions to sites shall be included on site forms. The COR or PI must be able to find their way to a site from a state or county road. Directions on all minor roads shall be given. Directions for the most efficient route into the unit shall be given. Doubled route flagging with a compass direction shall be hung at roadside at the most appropriate entry point. The labeled flag shall list the species and describe direction of travel and distance to the plant site. For plant sites further than 300 feet from a road, also flag a route using route flagging hung every 100 feet starting with the labeled route flag on the road. For sites greater than one-half mile from a road, an alternative system of reference points and compass bearings shall be used with detailed directions on siting form.
- C.5.1.11 The Contractor shall collect GPS UTM coordinates for each S&M or SS plant site and record them on the appropriate SS or S&M site form. The type of GPS equipment used shall be indicated on the form (e.g. Garmin, Trimble, and GeoExplorer 2). The GPS data shall be accurate to within 150 feet. The accuracy level of the coordinates shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50 feet). The sites shall also be marked on the topographic map and aerial photo. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are recorded after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS equipment should be programmed to the following settings:

Coordinates:

UTM

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

C.5.2 Plant Collection

C.5.2.1 First time encounters of S&M and SS plant species in a project area require collection of plant material for accurate identification. Collection shall be made only when the population can withstand a reduction in its numbers. The minimum number of plants in a community which can withstand a reduction shall be twenty or more. No collection shall be made in populations of less than twenty without the authorization of the COR.

C.5.2.2 First time encounters shall be verified by a recognized expert in that taxonomic group. Verification shall be sought promptly to ensure that subsequent encounters are correctly identified. Subsequent encounters prior to verification shall also be collected as vouchers to ensure correct identification (when populations are large enough; if populations are not large enough, encounters shall be flagged until verified).

C.5.2.3 All encounters of S&M species require collection of plant material for accurate verification by Northwest Forest Plan non-vascular experts regardless of population size.

C.5.2.4 All voucher collections shall be prepared to herbarium standards with labels bearing project name, unit number, legal description, species name, and date collected. S&M plant collections shall be delivered to the COR within one week of collection. SS plant collections shall be delivered to the COR no later than each task order completion date.

C.5.3 Documentation - All documentation shall be submitted to the COR.

C.5.3.1 A written progress report shall be submitted each week on Monday morning. The progress report shall include units completed and plant sitings found. Documentation for all S&M and SS plant sitings shall be submitted within one week of the siting. Plant sitings shall include site forms and mapped locations of any required species found.

C.5.3.2 For inspection purposes, the following items shall be submitted according to an established schedule agreed to by the COR and the Contractor at the prework conference:

- a. S&M or SS Plant Site Forms
- b. Survey route maps
- c. A draft species list organized by unit

- C.5.3.3 Photos of species and their habitat shall be submitted as soon as possible.
- C.5.3.4 Negative survey reports (for sections where no S&M or SS species were found) shall be submitted within four weeks of their survey dates.
- C.5.3.5 All field work shall be fully documented. Each unit shall have a complete set of required forms, maps, and data. Sharing of forms, maps, and data between units or populations is not allowed. Topographic maps for each unit as issued with each task order shall be used for all data mapping. Maps without the designated unit boundaries will not be accepted.
- C.5.3.6 Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer (CO).
- C.5.3.7 *Documentation required for Negative (S&M or SS Plants not found) units, in order of attachment:*
- a. SS Plant Survey Report Form including access permission, if applicable
  - b. Route map, accurately depicting travel route
  - c. A general habitat description by unit in hard copy and on computer disc using a MS Word compatible format.
  - d. Non-vascular plant species list. Indicate species by habitat types per unit (which can mean multiple units in one section). This list shall be restricted to those species which can be readily and accurately identified in the field. This list functions to document that surveys took place and will provide additional information for management. Any species identified in the course of surveying for and identifying S&M and SS Plants shall be recorded. An electronic copy in text-and-tabs form (.txt) shall be included.

- C.5.3.8 *Documentation required for Positive (SS Plants and S&M non-vascular plants found) units, in order of attachment:*
- a. Items listed above.
  - b. Special Status Plant Site Form: a separate form for each BSO, BAO, or BTO population including map, or S&M Lichen and Bryophyte Survey Form for each S&M A & C population: a separate form for each population, including map.
  - c. Aerial photo and overlays with reference marks for overlay repositioning and 1:12,000 map with all species locations marked.
  - d. Photographic prints; one closeup of plant, one of habitat or CD with digital images.
  - e. At least one fresh sample (voucher) for each S&M A & C, BSO, or BAO, species found with the name of the determiner.
  - f. One field label for each voucher specimen.
  - g. Any Bureau Watch species found will be located on a map, but no site forms will be filled out.
- C.5.3.9 A summary report listing all required species encountered, by each project in a task order, with a description of their habitats and any unique observations such as range extensions and plant associations observed shall be submitted at the end of each task order. This summary shall be provided on computer disk using a MS Word compatible format.
- C.5.3.10 All forms and maps shall be reviewed prior to submitting to the COR to ensure that all required forms are properly filled out and all information submitted is legible. All submittals shall be reviewed for consistency in form completion, organization, in habitat write ups, species list format and aerial photo/mapping population marking before submission. All parties working for the Contractor including Sub-Contractors shall be required to meet this stipulation.
- C.5.3.11 All final documentation (sighting reports, forms, maps, photos and photo overlays) shall be submitted by each task order completion date.

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

#### E.1.0 INSPECTION/ACCEPTANCE

E.1.1 The COR and/or PI will inspect a randomly selected 10% sample of the completed units along completed transect lines. The COR or PI will field inspect the surveyed areas by evaluating: (1) if a representative cross section of the unit was surveyed and all potential habitat features were surveyed; (2) that all S&M and SS plants were located and documented; and (3) that species lists per unit include approximately 80% of species readily identifiable.

E.1.2 A S&M and SS plant sites will be field inspected.

- E.1.3 All documentation of completed surveyed areas shall be submitted to the COR at the appointed time. The COR will inspect all documentation for legibility and consistency in reporting style.
- E.2.0 ACCEPTANCE
  - E.2.1 Field Survey
    - E.2.1.1 Field surveys shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks.
    - E.2.1.2 The Contractor shall rework any area or portion thereof that does not meet the terms of the specifications. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding to new areas.
  - E.2.2 Documentation - All required documentation shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks. Any submittals not meeting these requirements will be returned and shall be re-done.
- E.3.0 PAYMENT
  - E.3.1 Payment will be made at the unit price offered in the schedule of items for the actual number of acres completed and accepted.
  - E.3.2 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.
  - E.3.3 Measurement of Treatment Areas
    - E.3.3.1 Acres are calculated using a Geographic Information System.
    - E.3.3.2 The acreage for the purpose of payment is measured on the horizontal plane.
    - E.3.3.3 Roads are included within the unit acreage.
  - E.3.4 Re-measurement of Treatment Areas
    - E.3.4.1 The Contractor may, at any time during the course of the contract, request in writing to the CO re-measurement of any survey area if they feel that the acreage stated in the task order and on the project maps is incorrect.
    - E.3.4.2 If re-measurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the re-measurement. Payment for the treatment area will be based on the acreage stated in the task order.

E.3.4.3 If re-measurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment for the treatment area will be based on the re-measured acreage. The cost for re-measurement will be incurred by the Government.

E.4.0 INVOICES - Send invoices to the attention of the COR at the following address:

Bureau of Land Management  
Medford District Office  
3040 Biddle Road  
Medford, Oregon 97504

## SECTION F - DELIVERY/PERFORMANCE

### F.1.0 CONTRACT TIME

The Contractor shall begin work within three (3) 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 in the contract clauses of the contract, 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.2.0 TASK ORDERS

Task Orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders.

## SECTION G - CONTRACT ADMINISTRATION DATA

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

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

### G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

### G.4.0 NOTICE TO PROCEED

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

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between sunrise to sunset each day.

### 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 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.8.1 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.8.2 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.

SECTION I - NEGOTIATED SERVICE CLAUSES  
(current through Federal Acquisition Circular 01-07)

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

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and	

	Veterans of the Vietnam Era	(DEC 2001)	
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)	
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)	
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)	
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)	
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)	
52.223-6	Drug-Free Workplace	(MAR 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Supplies	(MAY 2002)	
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 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)	
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(JAN 1991)	
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)	
52.232-1*	Payments	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest	(JUN 1996)	
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(FEB 2002)	
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)	
52.233-3	Protest After Award	(AUG 1996)	
52.236-6*	Superintendence by the Contractor	(APR 1984)	
52.236-7*	Permits and Responsibilities	(NOV 1991)	
52.242-13	Bankruptcy	(JUL 1995)	

52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(MAR 2001)
52.245-4	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

## SECTION I - CONTRACT CLAUSES

### 52.202-1 DEFINITIONS

(DEC 2001)

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

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

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

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

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

### 52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for three years from the date of contract 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 \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$100,000.

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

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

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

52.216-22 INDEFINITE QUANTITY.

(OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

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

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

52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
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 guarantees required. See Schedule of Items.)

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

(b) The offeror 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 offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

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

(d) If the successful offeror, upon acceptance of its offer 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 offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, 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.

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(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.

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(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.

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(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 "EFT" refers to the funds transfer and may also include the payment information transfer.

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

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

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

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

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

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance

with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

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

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

(DEC 1998)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

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

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

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

an equitable adjustment is provided for or excluded under any other term or condition of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS

Classification and Wages of Government Employees (For comparison only)

Register of Wage Determinations under the Service Contract Act

Fire Requirements

Vicinity Map

Sample Task Order

Sample Task Order Maps

Species List for Survey

Special Status Plant Survey Report

Special Status Plant Site Form

Lichen and Bryophyte Site Form

**SAMPLE TASK ORDER**

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

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

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

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

ITEM NO.	Project Area Name	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>BLM GRANTS PASS RESOURCE AREA</b>					
Non-vascular Plant Surveys in timber units					
1A	South Deer Project Area	2,359	AC	\$ 0.00	\$0.00
Non-vascular Plant Surveys in hazard fuel units/corridors					
1B	Althouse Project Area	748	AC	\$0.00	\$0.00
				TOTAL	\$0.00

PERFORMANCE TIME: 103 Calendar Days  
 ESTIMATED START WORK DATE: March 3, 2003

\*\*\*\*\*  
 Accounting and Appropriation Data:  
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\_\_\_\_\_  
 Name of Ordering Officer

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