

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
001	MULCH, CERTIFIED WEED-FREE STRAW, CASCADE COMPLEX BAER PROJECT	1,779 ACRES	\$	\$
002	AERIAL APPLICATION OF CERTIFIED WEED-FREE STRAW, CASCADE COMPLEX BAER PROJECT	1,779 ACRES	\$	\$
	TOTAL PRICE:			\$

ALL ITEMS MUST BE ADDRESSED OR PROPOSAL WILL NOT BE CONSIDERED

NOTICE OF OFFERORS**STATE OF IDAHO CERTIFICATE OF VERIFICATION
OF WORKER'S COMPENSATION INSURANCE****Read thoroughly before completing form (Form is in SECTION J, J.10)*****WHAT ARE THE WORKERS' COMPENSATION REQUIREMENTS?***

The Idaho Workers' Compensation Law requires that employers who hire one or more, either full or part-time employees, to perform work in the State of Idaho, carry workers compensation insurance unless specifically exempted. *Failure to comply could result in monetary penalties as well as an injunction to prohibit the employer from operating the business. Failure to carry workers' compensation insurance for employees is a misdemeanor under Idaho Law.*

WHO MUST COMPLETE THIS FORM?

Any person, partnership, limited liability company, corporation or firm who is bidding on a contract for the United States Department of Agriculture/Forest Service (USFS) for work that is within the State of Idaho and who has been notified by the USFS that he/she/it has been selected for a USFS contract.

WHEN MUST THE FORM BE COMPLETED?

The form must be completed and forwarded to one of the Industrial Commission offices when you are notified by the USFS that you have been selected for a USFS contract. The approval of the Industrial Commission is required prior to the final award.

ADDITIONAL COMMENTS:**Failure to complete any part of the form that is applicable to your operations could result in a delay in processing.**

If any of the work is to be performed by sub-contractors, each sub-contractor must obtain and complete a Certificate of Verification of Worker's Compensation Insurance.

If your business is a partnership, limited liability company or corporation, each partner/member/corporate officer must sign the form where designated.

You must submit a separate verification form for each contract awarded.

You must submit a separate verification form for each contract awarded.

ONCE THE BIDDER HAS COMPLETED AND SIGNED THE FORM, FAX, MAIL, OR DELIVER IT TO THE APPROPRIATE INDUSTRIAL COMMISSION OFFICE. IF YOU HAVE ANY QUESTIONS, CONTACT A COMPLIANCE REPRESENTATIVE AT ANY OF THE FOLLOWING OFFICES:

North Idaho

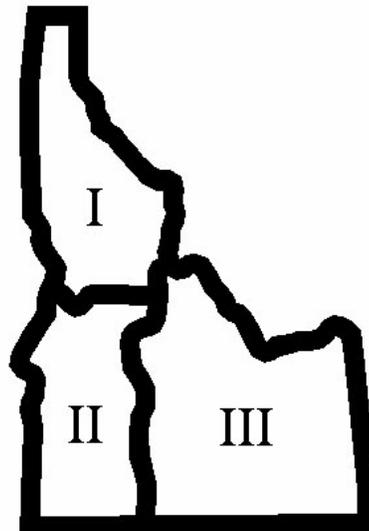
1221 Ironwood Street, Suite 100
COEUR D'ALENE ID 83814
(208) 769-1565 or FAX (208) 769-1465

Southwest Idaho

317 Main Street
P O BOX 83720, BOISE ID 83720-0041
(208) 334-6032 or 1-800-950-2110
or FAX (208) 334-5145

Southeast Idaho

1070 Hiline, Suite 300
POCATELLO ID 83201
(208) 236-6366 or FAX (208) 236-6040



SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 PURPOSE. The Cascade Complex burned approximately 302, 459 acres (470 mi²) in west-central Idaho, about 40 miles east and north of Cascade, Valley County, Idaho. This area covers National Forest System lands managed by the Cascade Ranger District, Boise National Forest. The area of interest is mostly in the Lower Johnson Creek watershed (HU# 1706020805), and the Lower East Fork South Fork Salmon River watershed (HU# 1706020803). Elevations range from 6,000 feet near the mouth of Caton Creek to about 9,000 feet at mountain peaks and ridges surrounding Johnson Creek. Mountain slopes range from 5 to over 65 percent; valley bottom gradients range from less than 2 percent to over 10 percent associated with the incised creeks.

The burned area is located in Northern Rocky Mountain physiographic province. The geology is derived from the intrusive granitics of the Idaho Batholith. These geologic formations have been reworked by glaciation, cryoplanation, faulting, fluvial action and mass wasting into the existing landforms. These landforms include mountains, dissected cryoplanated mountain slopes, dissected glacial troughs, and meadowlands. The topography of the assessment area is characterized by glacial trough land, cryoplanated mountain slopes, valley train land, and cirque basin land.

The Cascade Complex Fire burned portions of several tributaries to Johnson Creek and the South Fork Salmon River, most of which contain habitat for threatened fish species. The proposed treatment is to protect occupied habitat for bull trout and mitigate impacts through sediment delivery to habitat of two other federally listed species (spring & summer Chinook salmon and Steelhead) located down-gradient of burned slopes by reducing the potential for erosion and sedimentation. The proposed mulching treatments will lower the predicted soil erosion and sediment delivery to the streams by at least 1/2. Mulching will also reduce downstream peak flows by absorbing and slowly releasing overland runoff which is likely to be increased due to reduced soil cover and hydrophobic soil conditions. Mulching also helps to protect the native seedbed and retain moisture on the burned slopes to facilitate quick vegetative recovery of the treatment areas. Mulching treatments in the headwaters of the streams would be anticipated to protect a much larger downstream area from cumulative runoff and sedimentation. In support of the Burned Area Emergency Response Plan, the purpose of this RFQ is to obtain mulching of the 1,779 acres of burned area identified in the BAER Treatment Map.

C.2 SCOPE OF WORK. The work under this contract consists of supplying Idaho Certified Weed-Free straw mulch to a designated staging area and spreading it across the areas designated on the attached project map. All work will be done in compliance with the contract terms, specifications, and provisions. This includes furnishing straw mulch, labor, equipment, supervision, transportation, operating supplies, clean-up, and incidentals. Special precautions will be made to minimize the spread of noxious weeds from the helicopter staging area. Mulch (rice, wheat, or barley) is applied to the ground as a continuous cover of uniform thickness to replace ground cover lost in the fire, maintain soil moisture, and accelerate recovery of native vegetation. In addition, the organic mulch will protect the soil from solar heating and drying, thereby improving the ability of native seeds to germinate. Mulch treatments in the source areas of critical fisheries will provide a protective organic mulch cover important in reducing/eliminating ash and soil erosion, provide obstructions to overland flow, and subsequent reduction of sediment delivery and stream surface runoff.

Straw Mulch Treatment Areas:

1. Treatment area 1-711 includes 711 acres of mulching at a rate of 1 ton/acre.
2. Treatment area 2-728 includes 728 acres of mulching at a rate of 1 ton/acre.
3. Treatment area 3-340 includes 340 acres of mulching at a rate of 1 ton/acre.

C.3 SITE LOCATIONS AND STAGING AREAS.

The 3 sites to be treated are located within the Cascade Complex Fire perimeter, where the terrain has elevations ranging from 5,000 ft. to 9,000 ft. The treatment areas range in elevation from 6,800 ft. to 8,800 ft. Three treatment units totaling 1,779 acres that have direct sediment delivery potential to Riordan and Trapper Creeks. Refer to BAER Treatment Map for exact locations. The treatment units will be mulched according to specification. Mulch is to be applied within mapped polygons on slopes between 0 and 50% and where needle cast is not expected.

The recommended road leading to the helicopter staging area is a Valley County road (both paved and graveled portions) that has some steep grades. The staging area for mulch storage and loading slings is listed below. Any alternate sites will need prior agreement by the Implementation Leader or Cascade District Ranger.

The Government has identified Cox Ranch as a possible staging area. The Government makes no representation as to the actual or practical use of this staging area or any others in or near the burn area. The final staging areas will be agreed upon by the contractor, local entities such as the Resource Advisor, District Ranger, etc. and the COR or BAER Implementation Team Leader. The contractor will be responsible for all rental agreements, liability to property, and transporting of equipment and supplies to new site, even and including the storage of straw due to weather conditions. Contractor will be responsible for all restoration, and rehabilitation in staging areas. Clean-up, and restoration will require that sites are restored to original pre-use conditions on private property. To limit spread of straw, mulch, or seed special precautions will need to be in place prior to aerial operations on private property. This may include but not limited to adding fencing, and daily clean-up of work site to reduce spread of project materials.

Cox Ranch (UTM 11 NAD83 617651.75, 4967681.43)

The Cox Ranch site is located approximately 7 miles south of the Yellow Pine, Idaho on the Johnson Creek Road FS#413. The site is located immediately adjacent to the Johnson Creek Road. The total distance on the road is approximately 65 miles in length from Cascade using the Warm Lake Road and Johnson Creek Road with travel over Landmark Summit. The route includes steep grades and tight curves over the summitt.

Location	Staging Area	Staging Area Elevation	Elevation Range (ft.)	Treatment Area Elevation Minus Staging Area Elevation (ft.)	Distance to Center (miles) (one way)
Top Riordan Creek (unit 1)	Cox Ranch	5200	8640	3440	6
Bottom Riordan Creek (unit 1)	Cox Ranch	5200	6800	1400	6
Top Riordan Creek (unit 2)	Cox Ranch	5200	8800	3600	6
Bottom Riordan Creek (unit 2)	Cox Ranch	5200	6880	1680	6
Top Trapper Creek (unit 3)	Cox Ranch	5200	7640	2440	5.5
Bottom Trapper Creek (unit 3)	Cox Ranch	5200	6880	2680	5.5

Table 1: The distances and elevation changes for each treatment unit relative to an identified potential staging area.

C.4 CONTRACTOR-FURNISHED ITEMS/SERVICES

(a) The Contractor shall furnish straw to pre-determined staging areas. Transportation, support equipment such as loaders, application/installation equipment, support personnel, clean-up, and restoration of staging

areas, and services required to perform the requirements of the contract in accordance with specifications herein. Contractor is responsible for all costs incidental to equipment move-in and move-out, movement of equipment within the project area, and transportation of all Contractor and Government-furnished property.

- (b) Selection of operating sites. The Contracting Officer with COR or BAER Implementation Team Leader will make the final determination on actual operating sites on all National Forest system lands. Any arrangements for use of private land other than those identified will be made by the Contractor. The Contractor assumes all liability for operation, and rehabilitation of sites.
- (c) Warning signs on roads leading to operations at staging areas, and application sites shall be installed. The Contractor shall be totally responsible for signing, barricades, and traffic control on city streets, roads, and trails to maintain a safe environment to the public and Government Employees. It will be the responsibility of the Contractor to contact the Valley County and/or the Idaho Department of Transportation for applicable operating permits to assist with signing of areas, and public safety.
- (d) Road Guards for all aviation operations that require flying over roads, or near homes
- (e) Trail Guards on the access points to the Riordan Trail, the Thunder Mountain Trail, Meadow Lake Trail and FS road #440A during operations in the respective units.
- (f) Disposal of spilled mulch, packing materials, pallets and/or other waste material in Contractor provided receptacles in approved staging area(s). Contractor will be responsible for all restoration, and rehabilitation in staging areas. Clean-up, and restoration will require that sites are restored to original pre-use conditions. To limit spread of straw special precautions will need to be in place prior to aerial operations. This may include but not limited to adding fencing, and daily clean-up of work site to reduce spread of project materials. Contractor will submit a plan outlining what precautions, and mitigation will be in place to limit spread of material prior to project initiation. This will include daily clean-up plans, mitigation strategies, and equipment that will be used to meet above mentioned specifications. A written plan will be provided to the Contracting Officer for evaluation.
- (g) Contractor is responsible for providing spill containment kits for all petroleum products used to complete contract. All fueling will be at a distance greater than 100' from perennial streams. A written plan will be provided to the Contracting Officer for technical evaluation regarding spill containment strategies.
- (h) Contractor is responsible for cleaning up any spills of diesel fuel or gasoline, all considered hazardous materials. If a spill occurs, the Contractor will assume all liability and responsibility for clean up to meet EPA and Idaho water quality standards. A written plan for dealing with such spills will be provided to the Contracting Officer for evaluation.
- (i) Contractor is responsible for rehabilitation of staging areas following clean-up. This will include scarification of ground, application of seed, and rehab of roads that receive damage from excessive wear and tear, examples include but are not limited to stuck vehicles, damage to trees, fences, gates, and trails.
- (j) Contractor is responsible for cleaning of all vehicles to ensure they are free of soil, seeds, vegetative matter, or other debris that could contain or hold non-native noxious weed seed prior to entering Forest
- (k) Service lands. Contractor shall certify in writing, compliance of terms prior to moving equipment onto job site.

- (l) Contractor is responsible for providing a personal computer, and printer to complete daily progress report for CO or their designate.
- (m) Contractor shall provide a communication system so that contractor personnel, aircraft, and Government project inspectors can communicate at all times with each other to discuss performance matters, or safety issues. VHF-FM radios must have high band capabilities, and must be capable of reaching narrow band frequencies.
- (n) Contractor furnished Quality Control personnel must have electronic equipment capable of capturing coordinates using Global Positioning System (GPS). The Government will provide coordinates for each treatment area.

C.5 PROJECT SAFETY AND RESOURCE PROTECTION OBJECTIVES.

All plans referenced below will be submitted with the written proposal for review by the Technical Evaluation Board.

Contractor will comply with all Government Safety and Health regulations and the Department of Labor Occupational Safety and Health (OSHA) standards, and Department of Transportation (DOT) regulations.

General Safety: Contractor will provide a list of all accidents, motor vehicle, aviation, and personnel for the last 5 years. The name of Insurance Company with a contact person and phone number will also be required to verify list.

Site Safety Plan: The Contractor will submit a written site specific safety plan for each project site, staging areas, and Forest Service or private roads leading to staging area(s). This includes procedure for traffic control (air traffic if applicable), communication, equipment use, signing, and protection of personnel and public. This plan will be used during the pre-work and subsequent meetings to ensure safe operations. This document will also be used for quality assurance standards during the project. Special permits if required for operation within the State of Idaho will be required at the pre-work meeting.

Aviation Safety Plan: The Contractor will be required to submit a detailed Aviation Safety Plan. Plan will include flight routes to avoid homes, or areas in use by the public. The use of security personnel to stop traffic over roads, limit travel on trails in project areas, etc. Coordination with commercial and private aviation traffic using Cascade Airport in Cascade, Idaho, Landmark Airstrip, and/or Johnson Creek will also be required for review. Plan will also include communication procedures to monitor location of aircraft assigned to the project, a crash rescue, and missing aircraft plan.

Contractor will also submit a list of aircraft to be used with Identification number (tail number), the names of pilots, and work history of pilots completing the type of work outlined in the contract.

Resource Protection Plan: Contractor shall submit a detailed written site specific plan on disposal of spilled mulch, packing materials, pallets and/or other waste material in Contractor provided receptacles in approved staging area(s). Contractor will provide restoration, and rehabilitation plans in staging areas. Clean-up, and restoration plan will outline what will be done so that sites are restored to original pre-use conditions. Strategies to limit spread of straw mulch will be detailed prior to delivery, or aerial operations. Documentation of daily work site clean-up to reduce spread of project materials will also be required. The written plan outlining what precautions, mitigation, and equipment will be in place to limit spread of mulch, and debris will be reviewed during the technical evaluation, and discussed during the pre-work. No work will commence until all resource protection mitigation strategies are implemented.

C.6 SUPPLY OF CERTIFIED WEED-FREE STRAW AND AERIAL MULCH TREATMENT OBJECTIVES.

Straw must conform to Idaho or State Department of Agriculture (ISDA), Certified Noxious Weed-Free Standards for Noxious Weed-Free Forage and Straw (NWFFS). All straw provided will grown in Idaho, have been planted, and harvested during the 2007 growing season. Suitable straw includes barley, rice, and wheat grasses. The straw must be applied dry (less than 12 percent internal moisture content) to ensure proper dispersal during aerial applications. The Forest Service will randomly test bales using a moisture probe. Straw shaft length will not exceed 12 inches. No round bales will be accepted.

Contractor will submit the name of provider for straw mulch, the name of inspector of field(s), and copy of the "Certificate of Inspection" for field(s). Also required will be the size, location, tag numbers, and "Transit Certificate" with appropriate documentation. All submitted documentation will be verified with the State of Idaho prior to acceptance of product.

The rate of application is determined by qualified individuals who have been trained in the principles of BAER treatments. The mulch will be applied at a continuous cover of uniform thickness over 70% of project area at a depth of less than 2.0". Application rate will be approximately 1.0 ton/acre (2,000 pounds). This is approximately 0.25 inches or 3 to 4 straw shafts deep. The Contractor will be responsible for any unused straw once contract specifications have been attained.

All bales will be tagged and have a bale tag number (for tracking purposes), Issue date, County where straw was produced, and name of grower.

The straw bales must be delivered early to the staging area and kept dry. This will require use of canvas tarps or plastic covers to protect from precipitation and condensation.

It is important that mulch is evenly dispersed across the hillslope and that the potential to blow off of the designated mulch areas is minimized. An accumulation of snow greater than 12 inches increases the risk of poor distribution and wind effects. Therefore, the Contracting Officer with COR and BAER Implementation

Team Leader will make a final determination to continue the project when an accumulation of snow greater than 12 inches has been reached within the area to be treated. If the determination is made to stop work, then the contractor will store straw already delivered by covering as specified. Any straw not yet unloaded at the staging area will be returned to a location chosen by the contractor and not at government expense. The project will be restarted in the spring following snowmelt.

Special ground support, equipment and documentation needs:

- Bales will be delivered to an approved location (approval by Implementation Leader, or COR). Delivery will include unloading, loading bales for aerial distribution, neatly stacking, and covering of straw to within 2' of the ground on all sides.
- Five tags per load will be pulled from each truck, attached to a separate sheet and submitted with corresponding weight certificates to verify loads.
- At the end of each operational period, or prior to the morning briefing all documentation will be submitted to the COR, or representative for review. No work will commence that day without documentation submitted.

- A Noxious Weed-Free Forage and Straw Certification Program Inspection Certificate (Transit Certificate) will be provided for each load that corresponds to the five tags pulled from each truck and submitted with weight certificates and tag sheet (Refer to Attachment J.6). Tags that do not correspond with Transit Certificate will be rejected.
- Certified truck weights will be used to verify all actual weights.
- Utilize methods of application and types of mulch which have previously demonstrated effectiveness in both distribution during application and erosion control capabilities.
- Utilize biodegradable straw mulch materials that are favorable to seed germination and vegetative growth and native species recovery.
- Avoid treating areas within the units that are rock face or rock slope (incapable of vegetation cover), areas that did not burn, where needle cast has occurred or is expected, and areas with extensive regeneration. If area(s) are omitted, additional area(s) may be added to meet contract specifications. The COR, or BAER Implementation Team Leader with input from the contractor will determine representative replacement locations to meet contract specification for acres treated.

Straw Mulch Treatment Areas

Name	Acres
Riordan Creek North	711
Riordan Creek South	728
Trapper Creek	340
Total	1,779

C.7 DOCUMENTATION.

a. **Daily Operational Report.** Daily progress reports (See Attachment J.4 for sample) are to be provided to the Government representative at the end of each operational period or the next day during the morning briefing. No additional work that day will commence until documentation is provided.

1. Updated map indicating the area within the unit that has been treated.
2. The approximate number of acres treated within each unit by treatment type
3. The total straw mulch (tons) flown on to unit(s)
4. Total straw, wood mulch (tons) delivered to Staging Area(s).
 - a. Copies of weight tickets for each load delivered
 - b. 5 weed-free tags from each load delivered attached to a separate sheet.
 - c. Copy of Noxious Weed-Free Forage and Straw Certification Program Inspection Certificate from appropriate State for each Load (Transit Certificate).
5. Total flight time (hours) for each aircraft and treatment or assignment.

- b. **Final Report.** A final report (1 hard copy) shall be provided which includes at a minimum:
 1. A written report shall contain daily field conditions, application rates and areas covered, site conditions, and any other pertinent data that records the application of the product. The report shall contain a summary of the results of the application.

C.8 QUALITY ASSURANCE PLAN (QAP)

TASK/ SUBTASK	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DISINCENTIVES FOR NOT MEETING STANDARDS
Period of Performance	Begin work in a timely manner and complete all contract within time prescribed	100% started and completed on time	Visual, reviewing record for excusable days	Withhold final payment
Supply enough certified weed- free straw to sufficiently cover the project area	Straw mulch is 100% weed-free and meets Idaho Department of Agriculture NWFF&S Certification and NAWMA certification Rules, and is < 12% moisture content	100% of the requirements under Attachment 2	Contractor meets criteria for daily documentation as outlined in section C	Curtailment of performance until compliance is obtained Withhold final payment
Preventative measures made to minimize noxious weed spread at both staging and project	The equipment including tarps are free of loose dirt, vegetation and noxious weeds prior to the arrival and departure from the staging area	100% of the equipment is free of dirt, vegetation and noxious weeds	Visual inspection prior to unloading by FS inspectors. Receipt from truck wash with license plate number and date.	Curtailment of contract until compliance is obtained Withhold final payment
Accomplish aerial mulch treatment objectives	The straw mulch will be applied evenly over the treatment area. An application rate of approximately 1 ton/acre for wheat straw	70% of the area will be covered at a depth of less than 2 inches with straw mulch	(1) Review ground application quality control reports. (2) Visual observation during & after application (2a) Final approval by Inspector and BAER Team Leader concurrence. (3) FS may conduct random sampling tests of application rates and coverage (100' transects in representative areas in dispute)	Contractor will be required to rework any area in a unit that fails to meet the 70% area. Non-acceptance of work until treated to the AQL levels Withhold final payment

TASK/ SUBTASK	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DISINCENTIVES FOR NOT MEETING STANDARDS
Contractor to manage the project to meet the Project Safety and Resource Protection Objectives	Carry out all provisions of the Project Safety and Resource Protection Objectives	100% acceptable level of performance	Visual inspection by Forest Service of contractor's actions and documents Random sampling to verify product's noxious weed-free status	Curtailment of performance until corrective actions are implemented Non-acceptance of work until quality control work is accomplished Withhold final payment
Contractor to manage quality control	Provide Quality Control Plan (QCP)	100% of the requirements shall be met	Visual inspection by FS inspectors	Curtailment of performance until compliance is obtained Withhold final payment
Contractor to manage the project within the identified constraints	Manage constraints to minimize impacts of project	100% of the requirements shall be met	Visual inspection by FS inspectors	Curtailment of performance until compliance is obtained Non-acceptance of work Withhold final payment
Provide daily progress reports	Daily progress reports submitted timely with accurate information	100% of requirements shall be met	Review report	Curtailment of services until adequate report is submitted
Provide final report	Provide a complete final report	100% of requirements shall be met	Review report	Withhold final payment
Clean-up and restoration of staging areas	100 % clean-up, and restoration. Acceptance of site by private land owner.	Acceptance by private land owner	Acceptance by private land owner	Withhold final payment

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

E.1 FAR 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/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

E.2 52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

(a) *Definition.* "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.

SECTION F--DELIVERIES OR PERFORMANCE**F.1 FAR 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/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**F.2 52.242-15, Stop Work Order (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.3 52.242-17, Government Delay of Work (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) 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; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.4 AGAR 452.211-74 Period of Performance (FEB 1988)**ESTIMATED START DATE****October 31, 2007****CONTRACT TIME****15 Calendar Days**

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. The conference will be held at the Boise National Forest Supervisor's Office at a date and time to be determined.

G.2 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Electronic Files. Maps of the project area will be provided as a jpg, pdf, or eps file with this contract. The Government will also provide map polygons of all proposed treatment areas in shape file format, if requested.

- Topographic map(s) will be provided to Contractor for each unit, and treatment type.
- Land Use Agreement for Greyhawk Staging area.

G.3 FAR 52.222-41, Service Contract Act of 1965, as Amended (July 2005)

(a) *Definitions.* "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained

in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service

with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program

registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.237-74, Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: PROJECT LEADER
- (b) During the first three (3) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 1 calendar day after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 3-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 1 day prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 1 calendar day after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.3 AGAR 452.224-70, Confidentiality of Information.

- (a) Confidential information, as used in this clause, means --
- (1) Information or data of a personal nature, proprietary about an individual or (2) information or data submitted by or pertaining to an organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a) (1) and (2) above shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.4 FAR 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.

H.2 AGAR 452-237-75, Restrictions Against Disclosure (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.5 AGAR 452.236-72, ADDITIONAL PROVISIONS

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission through the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

PROPERTY AND PERSONAL DAMAGE. The Contractor shall use every precaution necessary to prevent damage to public and private property. Land monuments and property markers shall not be disturbed until the Contracting Officer, or his representative, have witnessed or otherwise referenced their location and directed their removal.

The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

The Contractor is responsible for adhering to all state fire laws.

CAMPSITE. Final payment shall be withheld until the authorized camping area has been cleaned up to the satisfaction of the Contracting Officer.

SUBCONTRACTS. The Contractor shall request permission to subcontract any portion of the contract in writing and furnish sufficient evidence that the subcontractor is experienced and equipped for such work. Written consent to subcontract any portion of the contract shall not be construed to relieve the Contractor of any responsibility under the contract.

PUBLIC OFFICIAL NOT PERSONALLY LIABLE. There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge or any duty imposed or the exercise of any power of authority conferred upon them, by or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

WORKMEN'S COMPENSATION LAWS. The Act of June 25, 1936, 49 Stat. 1983 (40 U.S.C. 290) authorized the constituted authority of several states to apply their workmen's compensation laws to all lands and premises owned or held by the United States.