

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

- J.1 GENERAL WAGE DETERMINATION NO. 1995-0317, Rev. 22, dated 06/20/2007**
- J.2 GENERAL WAGE DETERMINATION NO. 1995-0228, Rv. 19, dated 05-29-2007**
- J.3 IDAHO WEED-FREE-PROGRAM STANDARDS**
- J.4 DAILY PROGRESS REPORT**
- J.5 AIRCRAFT OPERATIONS SUMMARY**
- J.6 WEED INSPECTION CERTIFICATE**
- J.7 TAGS**
- J.8 WEED-FREE HAY ORDER**
- J.9 WEED-FREE STANDARDS**
 - APPENDIX` A**
 - B**
 - C**
 - F**
 - E**
 - F**
 - G**
- J.10 VICINITY MAP**
- J.11 MULCH UNIT MAPS**
- J.12 WORKERS COMPENSATION INSURANCE FORM**
- J.13 DETERMINATION OF RESPONSIBILITY FORM**
- J.14 PERFORMANCE AND PAYMENT BOND FORM**

WD 95-0317 (Rev.-22) was first posted on www.wdol.gov on 06/26/2007

Aerial Photographers/Seeding/Spraying

REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION
3 WASHINGTON, D.C. 20210
3
3

William W. Gross Division of Wage 3 Wage Determination No: 1995-0317
Director Determinations 3 Revision No: 22
3 Date Of Revision: 06/20/2007

Nationwide: Applicable in the continental U.S., Alaska and Hawaii.

Fringe Benefits Required Follow the Occupational Listing

Employed on U.S. Government contracts for aerial photographer, aerial seeding,
aerial spraying, transportation of personnel and cargo, fire reconnaissance,
administrative flying, fire detection, air taxi mail service, and other flying
services.

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS
THE B-727, DC-8, AND THE DC-9.

Table with 3 columns: OCCUPATION CODE - TITLE, MINIMUM WAGE RATE. Rows include Aerial Photographer (11.39), First Officer (Co-Pilot) (20.77), and Airplane Pilot (22.81).

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS
THE B-727, DC-8, AND THE DC-9.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave,
pension plans, civic and personal leave, severance pay, and savings and thrift
plans. Minimum employer contributions costing an average of \$3.16 per hour
computed on the basis of all hours worked by service employees employed on the
contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or
successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service
includes the whole span of continuous service with the present contractor or
successor, wherever employed, and with the predecessor contractors in the
performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther
King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A
contractor may substitute for any of the named holidays another day off with pay
in accordance with a plan communicated to the employees involved.) (See 29 CFR
4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a
contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years.
Length of service includes the whole span of continuous service with the present
contractor or successor, wherever employed, and with the predecessor contractors
in the performance of similar work at the same Federal facility. (Reg. 29 CFR
4.173)

HEALTH & WELFARE (Hawaii): \$1.37 per hour, or \$54.80 per week, or \$237.47 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.16 per hour.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein 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), be classified by the contractor 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 classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

William W. Gross Division of
 Director Wage Determinations

Wage Determination No: 1995-0228
 Revision No: 19

Date Of Revision: 05/29/2007

State: Idaho
 Area: Idaho Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for forestry, land management, and cleaning of public use areas services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
08010 - Brush/Precommercial Thinner	14.12
08040 - Choker Setter	16.91
08070 - Faller/Bucker	20.64
08100 - Fire Lookout	14.12
08130 - Forestry Equipment Operator	17.75
08160 - Forestry/Logging Heavy Equipment Operator	19.62
08190 - Forestry Technician	19.62
08250 - General Forestry Laborer	8.40
08280 - Nursery Specialist	20.68
08310 - Slash Piler/Burner	14.12
08340 - Tree Climber	15.47
08370 - Tree Planter	12.18
08400 - Tree Planter, Mechanical	12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein 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), be classified by the contractor 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 classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J.3**North American Weed-Free Forage Program or Idaho State Standards****INTRODUCTION**

There is a growing demand in North America for the use of certified Weed-Free forage and mulch as a preventative program in integrated Weed Management Systems to limit the spread of noxious weeds. The goal of this standard is to provide a guideline to set minimum requirements for uniform participation of the various provinces and states in the program.

The standards are designed

- Provide assurance to all participants that forage certified through this program meets a minimum acceptable standard.
- Provide continuity between the various provinces and states in the program.
- Limit the spread of noxious weeds through forage and mulch.

FOR MINIMUM STANDARDS, REFER TO:

<http://www.idahoag.us/Categories/PlantsInsects/NoxiousWeeds/nwffs.php>

Other websites of interest for noxious weeds & straw:

<http://www.nawma.org>

http://www.fs.fed.us/r4/resources/noxious_weed/closure_orders.shtml

J.6

IDAHO STATE DEPARTMENT OF AGRICULTURE
P.O. Box 790
Boise, Idaho 83701
(208) 332-8592

NWFF No. ID# _____ / _____ / _____
(Year) (County) (Inspection Number)

**NOXIOUS WEED FREE
FORAGE AND STRAW CERTIFICATION PROGRAM**

INSPECTION CERTIFICATE

This is to certify that the forage or straw has been inspected in accordance with the Idaho State Department of Agriculture NWFF&S Certification Rules. The specific noxious weed list against which the crop has been inspected has been mutually identified between grower and agent. Based on a reasonable inspection, the commodity appears to be free of listed weed materials that would be capable of propagation. However, this certification does not constitute a warranty.

Indicate one of the following list:

_____ Idaho Noxious Weed List. The Forage/Commodity inspected according to this list
Meets Idaho Noxious Weed Free Standards (bale tags only).

_____ North American Noxious Weed List. The Forage/Commodity inspected according to this list
Meets North American Standards (color-coded twine or bale tags).

County agency: County name , address, phone _____

Grower: Name, address, phone _____

Legal description of property being inspected or field number: _____

Cutting (circle one): First Second Third Fourth

Commodity / Forage type: _____

of acres inspected _____ # of acres certified _____

Package / bale size _____

Number of bales or tonnage _____

Bale tag numbers (if applicable) _____ to _____

Comments _____

Certification Agent _____ Inspection Date _____
(Signature)

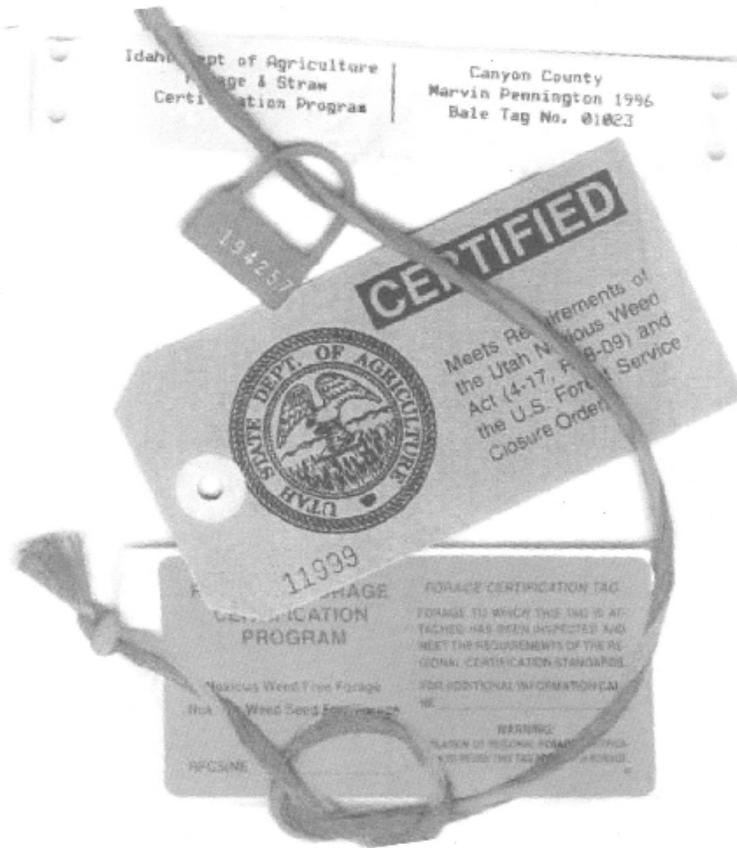
Title/Agency _____ Phone (_____) _____

WHITE - grower

YELLOW & PINK - agent

(Rev. 5-17-05)

Attachment J.7



Only tags from Idaho will be accepted (Refer to top of page)

Attachment J.8**Order Number: 04-00-097****UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
INTERMOUNTAIN REGION
ALL NATIONAL FORESTS****Weed-Free Hay Order****PROHIBITIONS:**

Pursuant to 36 CFR 261.50 (a) and (b), and 36 CFR 261.58(t), a Regional Forester may prohibit possessing, storing, or transporting any part of a tree or other plant, as specified in the Order. By this Order, the following acts are prohibited on the area, roads, and trails as described in this order, all within National Forest System Lands within the Intermountain Region until further notice:

- 1. Possessing, storing, or transporting, non-pelletized hay, straw or mulch on National Forest System Lands without having each individual bale or container tagged or marked as weed-free, or having original and current evidence of weed-free certification documentation present. All markings must meet the State and/or County standards for certification as weed-free.**

EXEMPTIONS:

Pursuant to 36 CFR 261.50 (e) the following persons are exempt from this order:

1. Persons with a permit specifically authorizing them from the effect of this Order.
2. Any member of an organized rescue force in the performance of an official duty.

AREA DESCRIBED:

All National Forest System Lands within the boundaries of the Intermountain Region that include the Ashley, Boise, Bridger-Teton, Caribou-Targhee, Dixie, Fishlake, Humboldt-Toiyabe, Manti-Lasal, Payette, Salmon-Challis, Sawtooth, Uinta and Wasatch-Cache National Forests.

PURPOSE:

The above prohibition is necessary to prevent the spread of noxious weeds into a vulnerable ecosystem on National Forest System lands.

IMPLEMENTATION:

1. This Order will be in effect when signed and shall remain in effect until further notice.

2. Any violation of this prohibition is punishable by a fine of not more than \$5,000 for an individual or \$10,000, for an organization, and/or imprisonment for not more than six (6) months. [Title 16 USC 551, Title 18 USC 3571(b)(6), Title 18 USC 3581 (b)(7)].
3. This Order supersedes any previous orders prohibiting the same, or similar, acts in the above-described areas.

Done at Ogden, Utah this 11th day of February, 2003.

JACK G. TROYER
JACK G. TROYER
Regional Forester
Intermountain Region

Order Number: 04-00-097

Attachment J.9

North American Weed-Free Forage Program (Formerly *REGIONAL WEED-FREE FORAGE*)

MINIMUM CERTIFICATION STANDARDS

Revised 1-24-97, 9-16-97, 8-9-99, 10-30-02, 10-20-03, 9-21-04, 10-5-05, 10-18-06

INTRODUCTION

There is a growing demand in North America for the use of certified weed-free forage and mulch as a preventative program in integrated Weed Management Systems to limit the spread of noxious weeds. The goal of this standard is to provide a guideline to set minimum requirements for uniform participation of the various provinces and states in the program.

The standards are designed

- to provide some assurance to all participants that forage certified through this program meets a minimum acceptable standard.
- to provide continuity between the various provinces and states in the program.
- to limit the spread of noxious weeds through forage and mulch.

MINIMUM STANDARDS

Forage shall be free of those noxious weeds or undesirable plant species identified in Appendix A and those weed declared noxious within the state of origin.

1. Forage shall be inspected in the State/Province of origin by proper officials or authority.
2. Forage shall also be inspected in the field of origin (field shall include surrounding ditches, fence rows, roads, easement, rights-of-way, or a buffer zone surrounding the field.)
3. Field shall be inspected prior to cutting or harvesting by the proper officials or authority.
4. Forage which contains any noxious weeds, or undesirable plant species, as identified in Appendix A, may be certified if the following requirements are met:
 - a. Field upon which the forage was produced was treated to prevent seed formation or seed ripening to the degree that there is no danger of dissemination of the seed, or any injurious portion thereof from such noxious weeds, or undesirable plant species, or the propagating parts of the plant are not capable of producing a new plant.
 - b. Noxious weed(s) or undesirable plant species was treated not later than rosette to bud stage, or boot stage for grass species classified as weeds, prior to cutting or harvesting.
 - c. Treatment method can include but is not limited to: 1) burning, 2) mowing, cutting or roguing, 3) mechanical methods, or 4) chemicals.

5. An inspection certificate (Appendix B) shall document that the above requirements have been met (1..4) based upon a reasonable and prudent visual inspection as outlined in Appendix E
6. Interstate shipment of forage shall be accompanied by an original transit certificate (Appendix C) issued by proper officials or authority in the state/province of origin. Shipments into restricted areas not accompanied by the proper transit certificate may be rejected. Use of the standard North American certification marking is recommended (Appendix D).
7. Pellets and pelleted milled feeds may be certified in the field or may be certified based on official testing by a state/province seed lab for weed seed viability. Proof of results shall be submitted to the State/Province Department of Agriculture.
8. Using a transit certificate or certification marking for forage from fields other than the one specified shall constitute a violation of the North American Weed-Free Forage Standards and local authorities may take actions.

Disclaimer: North American Forage Certification Standards may not meet the forage quality standards adopted by the Hay Marketing Task Force of the American Forage and Grassland Council.

Attached as part of the North American forage certification standards is the North American Designated Noxious Weed list (Appendix A). **For additional information, contact the North American Weed Management Association, Phone: 970-8871228; Fax: 970-8879560.**

Appendix A: North American Designated Noxious Weed List or Undesirable Plant Species List

Appendix B: Inspection Certificate Standards

Appendix C: Transit Certificate Standards

Appendix D: Certification Markings

Appendix E: Field Inspection Standards

Appendix F: Definitions

Appendix G: Amendments To The North American Weed List

:

Appendix A: North American Noxious Weed List

Revised: 1-24-97, 4-20-97, 9-16-97, 10-30-02, 10-05-05

North American Weed-Free Forage Certification Standards Designated Noxious Weed List or Undesirable Plant Species List

Absinth wormwood (*Artemisia absinthium*) ND, WA, [P] [F]
 Bermudagrass (*Cynodon dactylon*) UT [P] [F]
 Buffalobur (*Solanum rostratum*) ID, OR, WA [A] [N or F]
 Canada thistle (*Cirsium arvense*) AB, ID, KS, MT, NE, ND, NV, OR, SD, UT, WA, WY [P] [F]
 Common burdock (*Arctium minus*) AB, WY [B] [F]
 Common crupina (*Crupina vulgaris*) ID, MT, OR, SD, WA [A] [F]
 Common tansy (*Tanacetum vulgare*) AB, WA, WY, MT [P] [F]
 Dalmatian toadflax (*Linaria dalmatica*) AB, ID, MT, NV, OR, SD, WA, WY [P] [F]
 Diffuse knapweed (*Centaurea diffusa*) AB, CO, ID, MT, NV, OR, SD, UT, WA, WY [B or P] [F]
 Dyers woad (*Isatis tinctoria*) ID, MT, OR, UT, WA, WY [A or B or P] [F]
 Field bindweed (*Convolvulus arvensis*) AB, KS, ND, MT, OR, SD, UT, WA, WY [P] [F]
 Hemp (marijuana) (*Cannabis sativa*) ND [A] [F]
 Henbane, Black (*Hyoscyamus niger*) AB, ID, WA [A or B] [F]
 Hoary cress (*Cardaria spp.*) AB, ID, KS, MT, ND, NV, OR, SD, UT, WA, WY [P] [F]
 Horsenettle (*Solanum carolinense*) NV [P] [N]
 Houndstongue (*Cynoglossum officinale*) WA, WY [B] [F]
 Johnsongrass (*Sorghum halepense*) ID, KS, NV, OR, SD, UT, WA, MT [P] [F]
 Jointed goatgrass (*Aegilops cylindrica*) ID, WA, [A] [F]
 Leafy spurge (*Euphorbia esula*) AB, CO, ID, KS, MT, NE, ND, NV, OR, SD, UT, WA, WY [P] [F]
 Matgrass (*Nardus stricta*) ID, OR [P] [F]
 Meadow hawkweed complex (*Hieracium caespitosum* [*H. pratense*], *H. floribundum*, *H. piloselloides*) MT [P] [F]
 Meadow knapweed (*Centaurea pratensis*) ID, OR, WA [P] [F]
 Medusahead (*Taeniatherum caput-medusae*) NV, OR, UT [A] [F]
 Miliun (*Milium vernale*) ID [A] [F]
 Musk thistle (*Carduus nutans*) AB, ID, KS, NE, ND, NV, OR, SD, UT, WA, WY [B] [F]
 Orange hawkweed (*Hieracium aurantiacum*) ID, WA, MT [P] [F]
 Oxeye daisy (*Chrysanthemum leucanthemum*) AB, WA, WY, MT [P] [F]
 Perennial pepperweed (*Lepidium latifolium*) ID, ND, OR, SD, UT WA, WY, MT [P] [F]
 Perennial sorghum (*Sorghum almum*) UT [P] [F]
 Perennial sowthistle (*Sonchus arvensis*) AB, ID, ND, NV, SD, WA, WY [P] [F]
 Plumeless thistle (*Carduus acanthoides*) NE, SD, WA, WY [A or B] [F]
 Poison hemlock (*Conium maculatum*) ID, NV, OR, WA [B] [F]
 Puncturevine (*Tribulus terrestris*) ID, WA [A] [F]
 Purple loosestrife (*Lythrum salicaria*) AB, ID, MT, OR, SD, WA, WY [p] [F]
 Quackgrass (*Agropyron repens*) AB, KS, OR, UT, WY [P] [F]
 Rush skeletonweed (*Chondrilla juncea*) ID, MT, OR, SD, WA [P] [F]
 Russian knapweed (*Centaurea repens*) AB, CO, ID, KS, MT, ND, NV, SD, UT, WA, WY [P] [F]
 Scentless chamomile (*Matricaria perforata* or *M. milaceum*) AB [P] [F]
 Scotch broom (*Cytisus scoparius*) ID, WA [P] [F]
 Scotch thistle (*Onopordum acanthium*) ID, NV, OR, UT, WA, WY [B][F]

Sericea Lespedeza (*Lespedeza cuneata*) KS [P] [F]
 Silverleaf nightshade (*Solanum elaeagnifolium*) ID, OR, WA [P] [Nor F]
 Skeletonleaf bursage (*Ambrosia tomentosa*) ID, WA, WY [P] [N or F]
 Spotted knapweed (*Centaurea maculosa*) AB, CO, ID, MT, ND, OR, SD, UT, WA, WY [B or P] [F]
 Squarrose knapweed (*Centaurea virgata*) OR, UT [P] [F]
 St. Johnswort (*Hypericum perforatum*) MT, NV, OR, SD, WA [P] [F]
 Sulfur cinquefoil (*Potentilla recta*) MT [P] [F]
 Syrian beancaper (*Zygophyllum fabago*) ID, WA [P] [F]
 Tansy ragwort (*Senecio jacobaea*) ID, OR, WA, MT [B or P] [F]
 Toothed spurge (*Euphorbia dentata*) ID [A] [N or F]
 Wild oats (*Avena fatua*) AB, WY [A] [F]
 Wild proso millet (*Panicum miliaceum*) OR, WY [A] [F]
 Yellow hawkweed (*Hieracium pratense*) ID, WA [P] [F] * see Meadow hawkweed for MT
 Yellow starthistle (*Centaurea solstitialis*) AB, ID, MT, NV, OR, SD, UT, WA [A] [F]
 Yellow toadflax (*Linaria vulgaris*) AB, ID, OR, SD, WA, WY, MT [P] [F]

Forage (feed, hay, straw or mulch) will be inspected in the field or origin (field will include ditches, fence rows, roads, easement, right-of-way, or buffer zone, surrounding the field). Field will be inspected for the fifty-four (54) weed species listed above prior to cutting or harvesting.

[A] Annual [B] Biennial [P] Perennial [N] Native [F] Foreign Origin

Appendix B: Inspection Certificate Standards

Revised 1-24-97, 10-30-02

Certificate' of Inspection Minimum Requirements:

1. State agency information (address and phone number).
2. County agency information (address and phone number).
3. Inspection Certificate numbering system.
4. Producer name, address, and phone number.
5. Legal description of property being inspected or field number.
6. Acres inspected.
7. Package/Bale size.
8. Number of bales or tonnage.
9. Commodity/Forage type.
10. **"Meets North American Standards"** statement.
11. Inspection date.
12. Inspector signature.
13. Comment section.

Appendix C: Transit Certificate Standards

Revised 1-24-97, 10-20-03

Transit Certificate Minimum Requirements:

1. State agency information (address and phone number).
2. County agency information (address and phone number).
3. Transit Certificate numbering system.
4. Transporter name, address, phone number.
5. Consignee name, address, phone number.
6. Specific destination.
7. Reference to Inspection Certificate number.
8. Comments section.
9. Commodity/Forage type.
- 10 Package/bale size.
- 11 Number of bales or tonnage.
- 12 Type of Certification Marking used.
- 13 Issuer signature, Title, and phone number.
- 14 Issue Date
- 15 Statement: **"Only original are accepted"**.

Appendix D: Certification Marking

Revised 1-24-97, 10-30-02, 10-20-03

A. Special blue and orange colored twine as approved by NAWMA.

B. Galvanized baling wire.

C. Forage Tag Minimum Requirements:

1. The words - "**North American Weed-Free Forage Certification Program**".
2. A number system (for tracking purposes).
3. Province/state of issue.
4. Province/state telephone number (responsible official).
5. A statement that the product is "**Certified to the North American Standards**".

Appendix E: Field Inspection Standards

Revised 1-24-97

Minimum Guidelines For Field Inspections:

The inspector will follow the following inspection procedures:

1. There shall be a minimum of two entry points per field.
2. There shall be minimum of one entry point per each 10 acres.
3. Each point of entry shall be at least 150 feet into the field, and each additional 150 feet traveled shall constitute an entry point. Travel shall be uninterrupted, proceeding through the field being inspected.
4. The entire field border shall be walked or driven.
5. Fields shall be inspected within 10 days prior to harvest.
6. The storage area shall also be inspected and meet the standards.
7. An inspector may not inspect fields of which said inspector has ownership or financial interest.

Appendix F: Definitions

Revised 1-24-97, 10-30-02

1. Certification Markings - tags, blue and orange colored twine, and galvanized wire.
2. Cubes - hay harvested with equipment which forms the hay into small compact self-binding units. These are not considered pellets as defined in this document and therefore the field of origin must be certified.
3. Forage - hay, straw, mulch, cubes, feed grain and pellets.
4. Noxious Weeds - those weeds including any weed seed or propagative plant parts, designated by the North American Weed-Free Forage Committee.
5. Pellets - agglomerated feed formed by compacting and forcing through die openings by a mechanical process. If heat is not used in the process, the field of origin must be certified.
6. Proper official/authority
 - A. Representative of that State's Dept. of Agriculture
 - B. Weed Supervisor or Weed Superintendent
 - C. University Extension Agent
 - D. An individual designated by that State's law or regulations. This individual will be trained and certified in accordance with the state's/province's standard operating procedures.

Appendix G: Amendments To The North American Weed List.

Revised 9-16-97, 10-30-02

The following procedures should be followed for the addition or deletion of species to the North American Weed List.

Criteria for species considered for the North American list.

1. Identified as a problem or potential problem by a state/ province.
2. A petition be sent to the WFF committee from a state/ province Department of Agriculture or other authority for noxious weeds requesting listing to the North American Weed List. (Petition should contain a risk assessment with information on impacts to natural resources and forage resources at state/province and/or regional level).

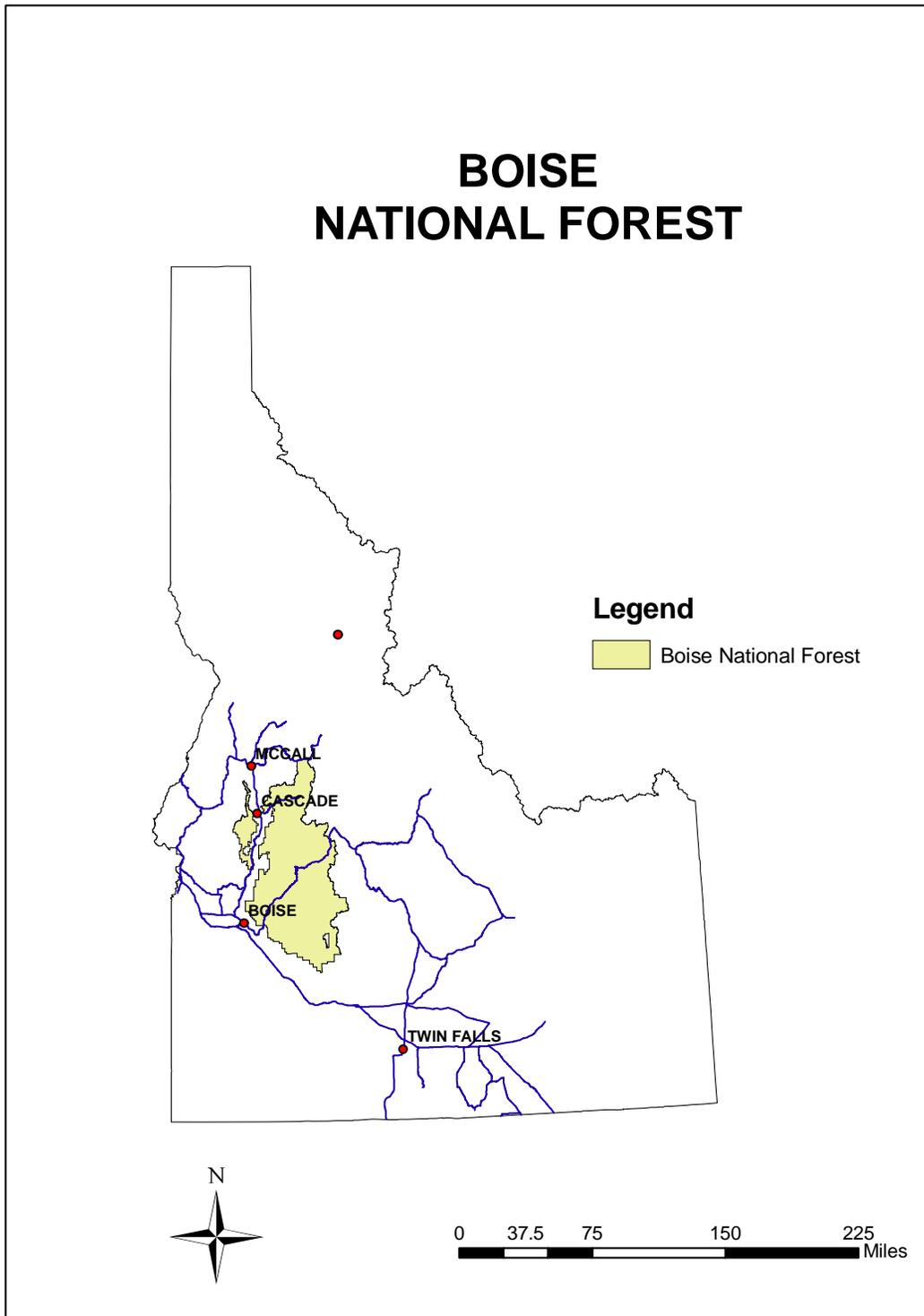
Species considered for deletion should show why the species is no longer a problem using criteria of #2 above.

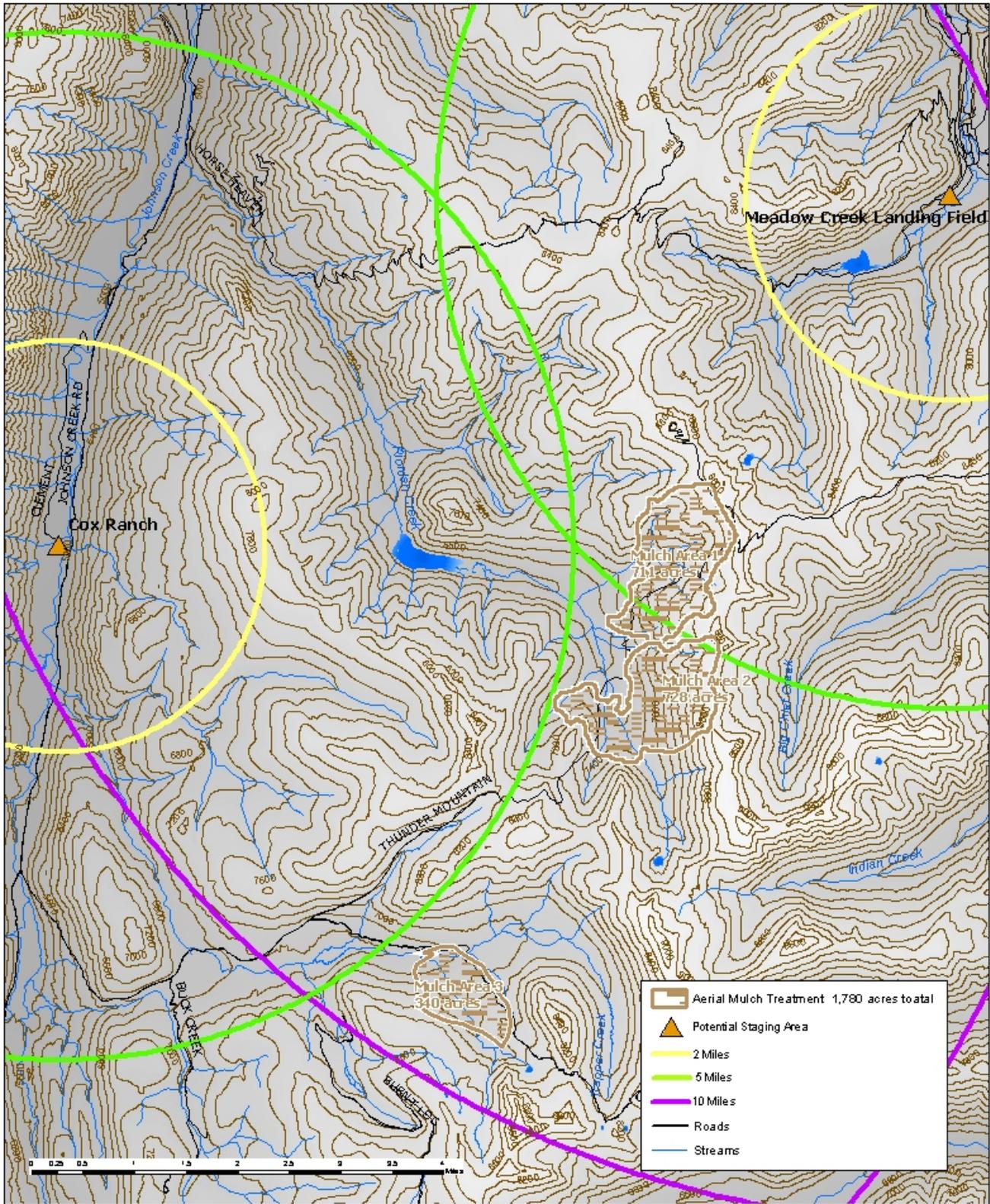
Procedures for listing a species.

1. Petitioner send copy of the request to add or delete a species to the WFF Committee chairman 90 days before the WFF Committee Meeting.
2. Request should include a risk assessment on impacts to natural resources and forage resources, a description of the plant and 3 color slides (Kodachrome 64 if possible).
3. The WFF Committee Chairman will mail information packets to committee members 60 days in advance of the committee meeting.
4. The proposed species should be listed in the NAWMAlogue and also on the NAWMA Home Page before the committee meeting. Comments will be sent to the WFF chairperson for review prior to committee meetings.

J.10

Vicinity Map

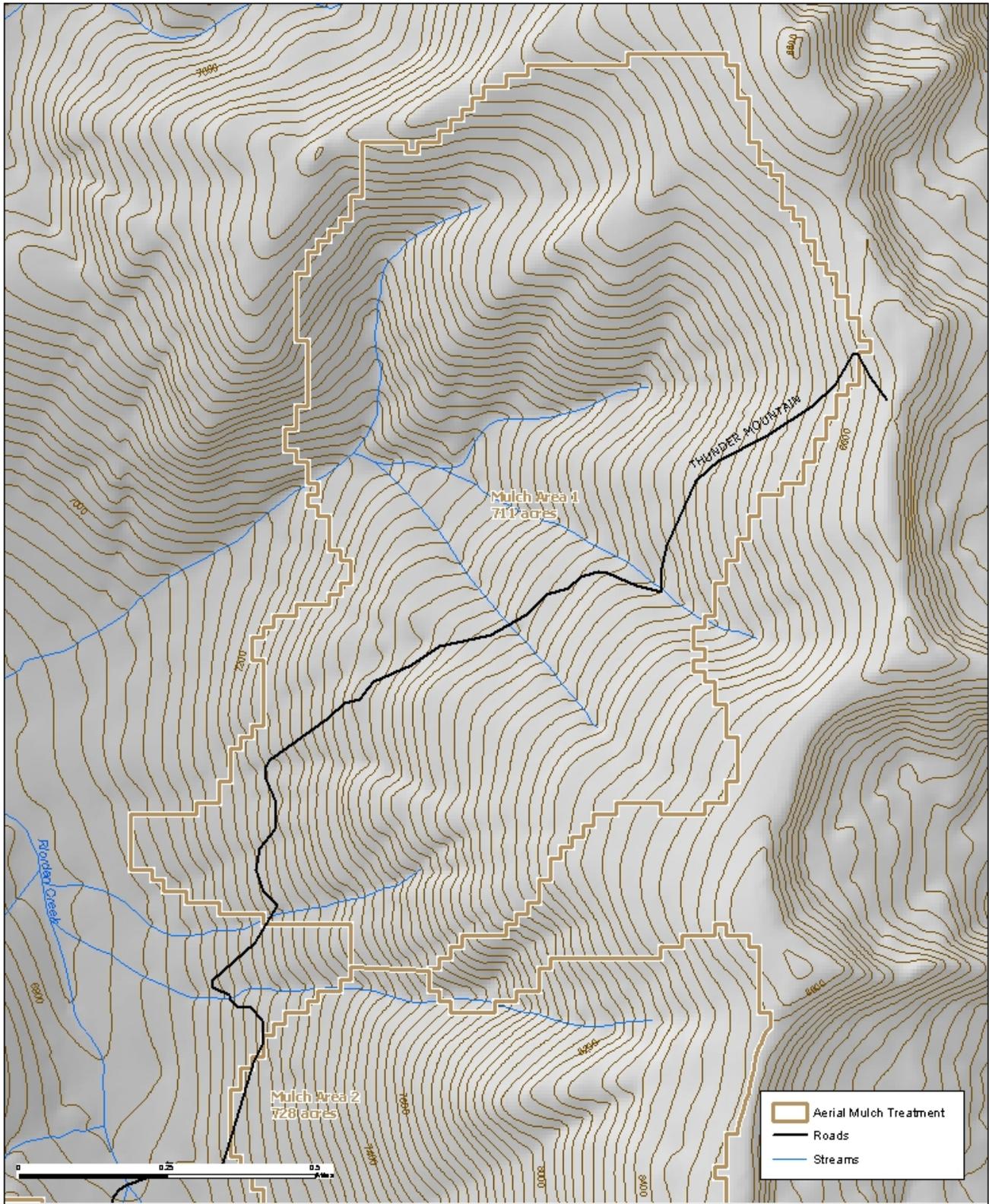




**Mulch Area
Overview**

Cascade Complex BAER North
Aerial Mulch Treatments
October 5, 2007

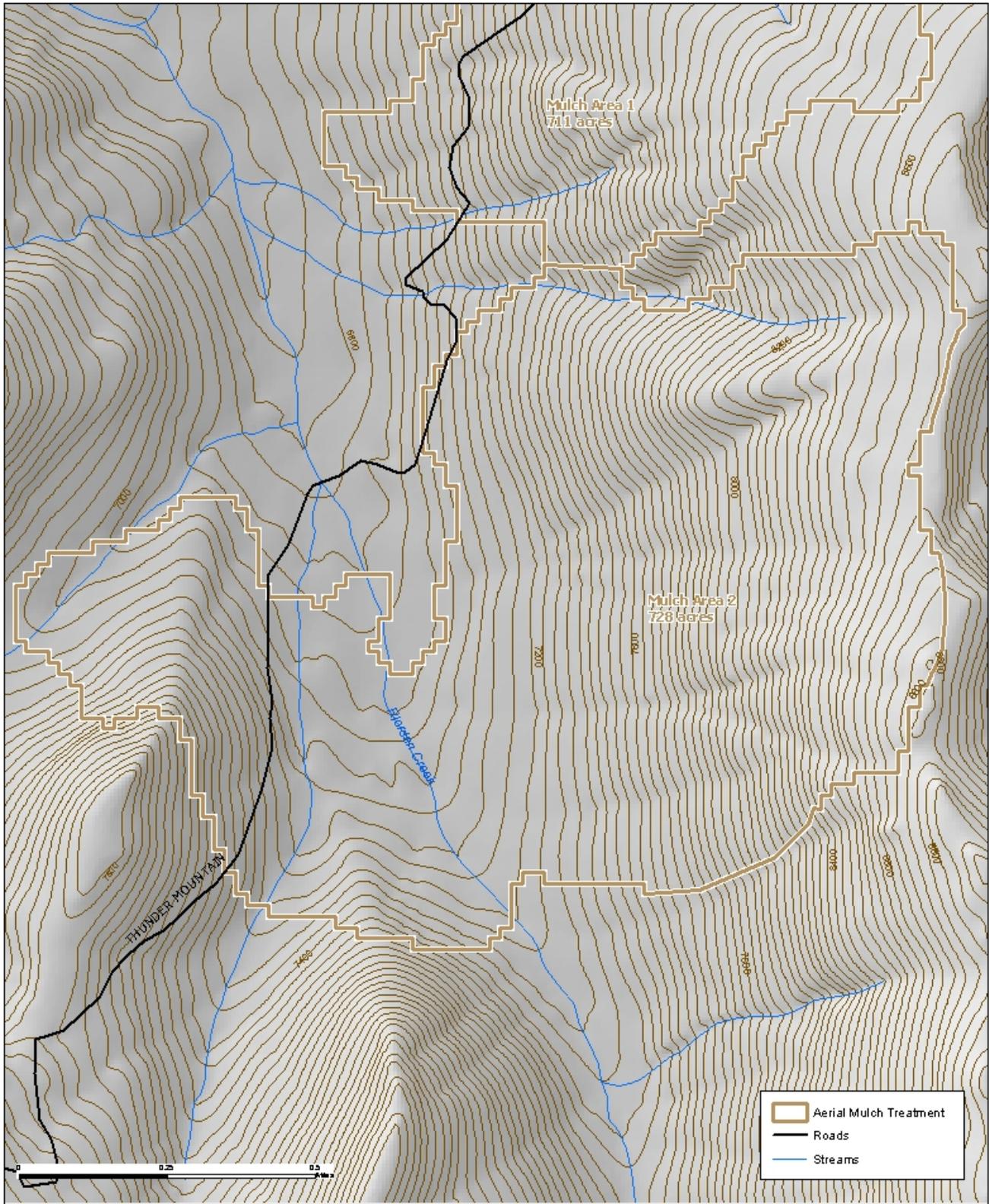


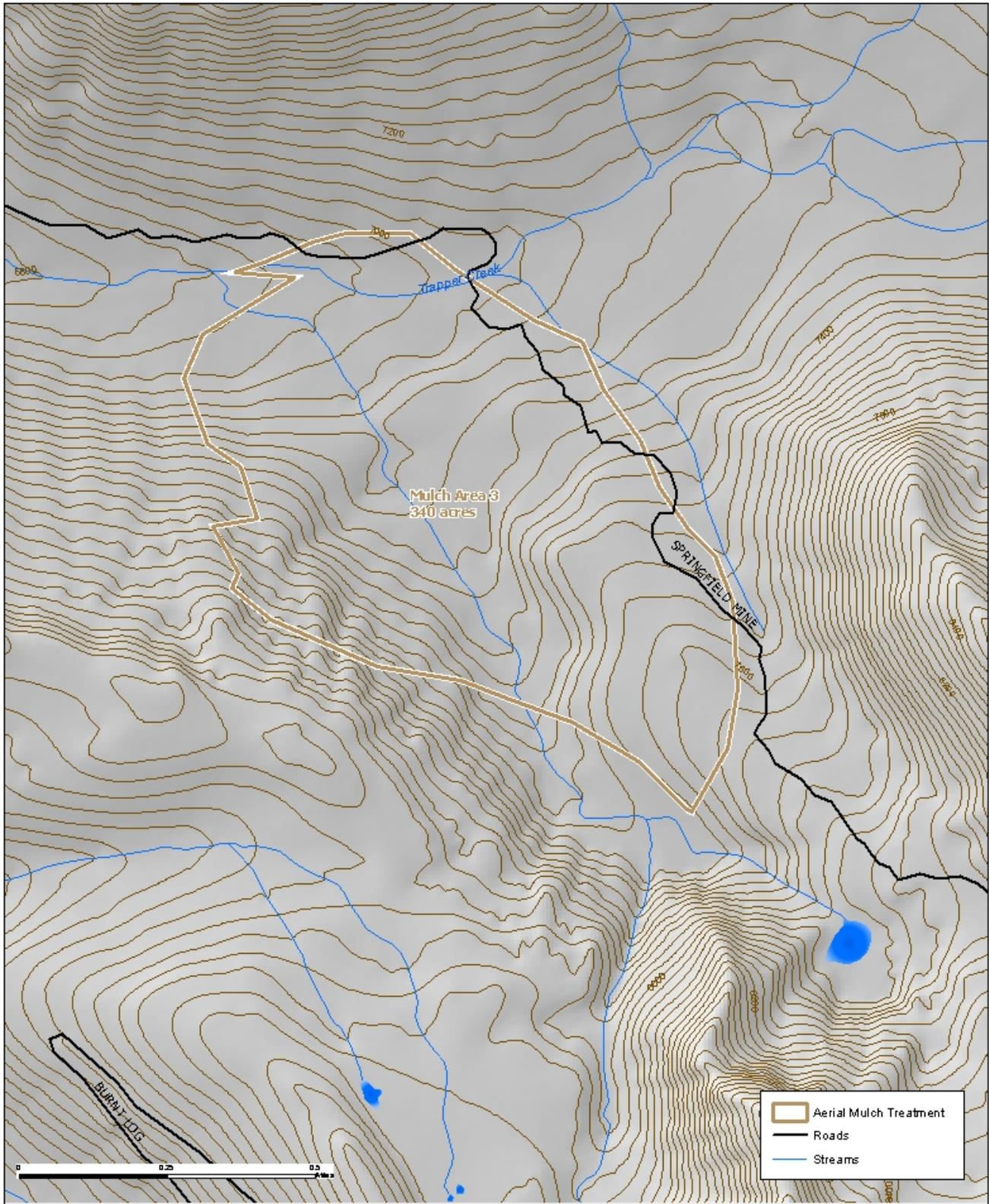


Mulch Area 1 Cascade Complex BAER North
Aerial Mulch Treatments
October 5, 2007

Endorsement does not constitute an endorsement of the products or services of any company, organization, or individual. The use of any product or service is the responsibility of the user.





J.12

**STATE OF IDAHO
CERTIFICATE OF VERIFICATION
OF WORKERS' COMPENSATION INSURANCE**

FOR I.C. USE ONLY

IC#

Received

Date:

1. Contractor's Name: _____

2. Business Name: _____

3. Contractor's Federal Identification Number: _____

4. Contactor's Business Address: _____
Street, Box # City, State Zip

5. Contractor's Business Telephone Number: _____

6. Contractor's Home Address: _____
Street, Box # City, State Zip

7. Name of Supervisor in charge of project: _____

8. Supervisor's Business Address: _____
Street, Box # City, State Zip

9. Supervisor's Business Telephone: _____

10. Supervisor's Home Address: _____
Street, Box # City, State Zip

11. Classification of Business

- (a) Corporation (List names, addresses & telephone numbers of corporate officers and directors, and percent of ownership.)
- (b) Partnership/Limited Liability Company (List partner/member names, addresses & telephone numbers, and percent of ownership.)
- (c) Sole Proprietorship
- (d) Other – Please explain

Description of Project

12. Contract #: AG-0261-S-08-9001 Estimated Start Date: October 31, 2007

13. Location of Work: Boise National Forest

14. Description of Work: Cascade BAER Straw Mulching Project

15. Forest Service District Office Overseeing Contract: Karen L. Morthland, Contracting Officer

16. DO YOU HAVE WORKERS' COMPENSATION INSURANCE? Yes No

17. Workers' Compensation Insurance Company

Name of Carrier: _____

Policy # _____ Effective Date _____

Name of Agent _____ Tel. # _____

Address _____
Street, Box City, State Zip

Extraterritorial Coverage # _____

State _____ Date Approved _____ Expiration Date _____

18. If Contractor is a sole proprietorship/partnership/limited liability company, will workers other than the proprietor or partners/members be performing any of the work to be done under this contract?

Yes No

If yes, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

19. If Contractor is a corporation, will workers who are not officers and 10% shareholders and directors of the corporation be performing any of the work to be done under this contract?

Yes No

If yes, state the approximate number of such workers and, if known, their names, permanent addresses, Telephone numbers, and date of hire. (Attach additional pages, if needed.)

20. Do you intend to use any sub-contractors to assist you in the performance of this contract?

Note: All sub-contractors used on this contract must also submit a Certificate of Verification of Workers' Compensation Insurance for approval prior to commencing work in this contract.

Yes No

If yes, state their names, business names, permanent addresses and telephone numbers.

21. Based upon my knowledge of the work to be performed under the contract specified on page 1 and upon my knowledge of work practices, methods and technologies to be applied during this contract, I estimate that _____ workers are necessary to do the work in the time prescribed, assuming average production rates and conditions.

22. I certify that the above information is true and correct to the best of my knowledge and belief. Further, I agree to inform the Industrial Commission Compliance Officer if there is any change in the above Information during the time this contract is in effect.

Type or Print Contractor's Name

By: _____

Signature

Date: _____

23. If the business is a partnership, limited liability company or corporation, this document requires the signature of **all** of the partners/members/corporate officers. (Attach additional pages if necessary.)

Partner/member/Corp. Off.	Title	% of Ownership	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	Date _____

CONTRACTOR – DO NOT WRITE BELOW THIS LINE

Based solely upon the assertions above set forth, and without warranty of continued compliance, the Idaho Industrial Commission finds that Contractor:

Currently carries workers' compensation insurance as required by state law.

Has a current extraterritorial on file from the State of _____ which covers only _____ based employees while working temporarily in the State of Idaho. Extraterritorial coverage expires _____.

Is not required to provide workers' compensation insurance because:

Is a partnership/limited liability company/sole proprietor which employs no workers other than the partners/members/sole proprietor and will not employ any other workers under this contract.

Is a corporation which employs no workers other than individuals who are corporate officers, directors and 10% shareholders and will not employ any other workers under this contract.

Other (Specify):

(By making the above finding, the Commission does not warrant continued compliance.)

Has not obtained the required workers' compensation insurance.

Industrial Commission Compliance Officer

Date _____

Contract/Solicitation # _____

J.13



United States
Department of
Agriculture

Forest
Service

SW Idaho/Nevada
Acquisition Center

1249 South Vinnell Way
Suite 200
Boise, ID 83709

File Code:6320

Date: October 23, 2007

RE: AG-0261-S-08-9001----Determination of Responsibility

Dear Perspective Contractor :

During the evaluation process of any received proposals and prior to the award of any contract, the Government must conduct a Determination of Responsibility on the perspective contractor in order to determine their capacity and capabilities. In order to accomplish this task, I review data from various sources. Therefore, I seek your assistance in obtaining this data on your firm. To assist you in providing the information required, I have enclosed a form for your use. Please provide the information listed as a minimum. Any additional information you have demonstrating the capabilities of your firm would also be appreciated.

Please note that in the case of most banks, factoring companies, financial institutions and often times suppliers, they need your express permission to release any information concerning your accounts. I appreciate your cooperation in coordinating with these establishments to enable me to obtain the required information. You would need to provide my name to them, as well as the type of contract that you have submitted a proposal on.

In the case of references for suppliers, please provide the name and phone number for the person most knowledgeable with your firm's reputation. i.e., in some cases a Project Manager for instance may be more knowledgeable of your contributions than say an owner.

Please fax this completed form back to me by 12:00, Wednesday, October 24, 2007. My fax number is (208)378-3370. Thank-you for your cooperation. If you have any questions please don't hesitate to call me at (208) 373-4115.

Sincerely,

Karen Morthland

KAREN MORTHLAND
Contracting Officer, Sawtooth National Forest

Attachment

DETERMINATION OF RESPONSIBILITY INQUIRY

FINANCIAL INSTITUTIONS, FACTORING COMPANIES, BANKS:

FIRM

INDIVIDUAL

PHONE #

LINE OF CREDIT

AVAILABLE

OBLIGATED

LISTING OF ALL DEFAULTED LOANS OR JUDGEMENTS IN THE LAST 5 YEARS OF BUSINESS AND/OR ALL OWNERS OR SHAREHOLDERS OF SUBMITTED BUSINESS OR OTHER BUSINESSES PREVIOUSLY OWNED OR OPERATED BY THIS INDIVIDUAL(S) OR CORPORATION(S)

COMPANY NAME

LOAN/JUDGEMENT NO.

PHONE/NAME

BONDING COMPANY

CAPACITY

COMMITTED

INSURANCE COMPANY

TYPE

AMT/LIMITS

IDAHO STATE WORKER'S COMP POLICY NUMBER: _____

SUPPLIERS:

FIRM

INDIV TO CONTACT

PHONE #

PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION:

OWNER/FIRM
LOCATION/SIZE

INDIV TO CONTACT

PHONE #

CURRENT PROJECTS:

OWNER/FIRM
LOCATION/SIZE

INDIV TO CONTACT

PHONE #

**PAYMENT BOND FOR OTHER THAN
CONSTRUCTION CONTRACTS**

(See instructions on reverse)

DATE BOND EXECUTED *(Must not be later than bid
opening date)*

OMB NO.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION			
SURETY(IES) <i>(Name(s) and business address(es)) (Include ZIP code)</i>	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the the contract, or any part thereof, was performed and executed, and not elsewhere.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>	
	SIGNATURE(S)	1.	2.		\$
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY B	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>	
	SIGNATURE(S)	1.	2.		\$
		NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.

INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**PERFORMANCE BOND FOR OTHER THAN
CONSTRUCTION CONTRACTS**
(See instructions on reverse)

DATE BOND EXECUTED *(Must be same or later than date of contract)*

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION																												
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> <tr> <td colspan="2">OPTION DATE</td> <td colspan="2">OPTION NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.						OPTION DATE		OPTION NO.					
PENAL SUM OF BOND																													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																										
CONTRACT DATE		CONTRACT NO.																											
OPTION DATE		OPTION NO.																											

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
	SIGNATURE(S)	1. _____ <div style="text-align: right;">(Seal)</div>	2. _____ <div style="text-align: right;">(Seal)</div>	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	
INDIVIDUAL SURETY(IES)				
	SIGNATURE(S)	1. _____ <div style="text-align: right;">(Seal)</div>	2. _____ <div style="text-align: right;">(Seal)</div>	
	NAME(S) <i>(Typed)</i>	1. _____	2. _____	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS			STATE OF INC.
				LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	2. _____	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)
---	------------------------	------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.