

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE
(AUG 1996)**

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 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

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shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 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.3 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of award through September 30, 2003, unless reduced or extended as prescribed by other terms and conditions herein.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 APPOINTMENT OF A CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL REPRESENTATIVE'S (COTR)**

The Contracting Officer (CO) is the only person with expressed authority to enter into, administer and/or terminate contracts and make related determinations and findings on behalf of the Government. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government without the advance approval of the CO for any work not expressly written into this contract.

The CO, acting within his/her authority, will designate individual representatives at time of award, with limited authority via a written delegation of authority. The representatives will be a Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative's (COTR) as determined necessary by the CO. The limitations of their delegations of authority follows.

The COR is the local authority for the Asian Longhorn Beetle (ALB) project and primary representative of the CO for this contract. The authority delegated to the COR is limited to prioritizing and scheduling control treatments, issuing work orders, quality assurance and surveillance, and monitoring Contractor performance for strict compliance with quality, productivity and performance standards as written in the contract.

The COR shall promptly notify the CO of performance issues, disputes and disagreements with Contractor personnel that may occur during the performance of the contract. The Contractor shall do the same. Whenever, in the opinion of the Contractor, issues arise, or the COR requests effort outside the scope or not expressly written into the contract, the Contractor shall make every effort to resolve the issue with the COR. If the issue cannot be resolved, or the COR persists on performance perceived by the Contractor as being outside the scope of the contract or not expressly written into the contract, the Contractor shall promptly notify the CO by telephone of the situation and follow up by mailing a written confirmation of the telephone call to the CO with a copy to the COR.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO IS UNAUTHORIZED.

An exception will be considered by the Contracting Officer on a situational basis for additional work determined necessary by the COR after normal business hours (later than 5:00 P.M., Monday through Friday), on Saturday, Sunday or Holiday's, or when the CO is otherwise unavailable provided the additional work request is within the scope of the contract. If additional work is ordered by the COR, the Contractor AND the COR shall inform the Contracting Officer the following business day of the circumstances, and request either a written modification of

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the work order or consideration for a contract modification.

The COR may designate one or more Contracting Officer's Technical Representative's (COTR) to assist him/her perform delegated COR responsibilities. Although the COTR is a representative of the CO, they will report directly to the COR. Their authority is limited to specific contract tasks delegated to the COR for this contract.

Recommended COTR appointments and tasks shall be reviewed and approved by the CO. Upon notification of approval of recommended COTR designees, the COR shall prepare a written delegation of authority for each COTR clearly explaining the COTR's role and responsibility for the contract and limitations of authority. A copy of all delegations of authority shall be mailed to the Contract representative signing the contract and the CO.

In no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is approved by CO.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at:

Date, time and location to be determined at time of award

H.2 AGAR 452.236-73 ARCHEOLOGICAL OR HISTORIC SITES (FEB 1988)

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.3 AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996)

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

H.4 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:
 - Project Manager
 - Field Supervisors
 - Certified Pesticide Applicators
- (b) During the first ninety (90) 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 15 calendar days after the

H.4 (Continued)

occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days 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 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.