

**Standard Provisions
Lump Sum Timber Sale
Contract
Form 5450-3**

Session Five

1/9/13

Introduction to the Conference Calls

- This is Session Five (2nd Wednesday of each month)
- We have 3 presenters that will be presenting the sections. They are:
 - Vince Randall – Grants Pass Field Office, Medford District in Oregon
 - Werner Krueger – Swiftwater Field Office, Roseburg District in Oregon
 - Mike Bechdolt – O&C Forester, Washington DC

Ground Rules

- Active Listening – get involved
- Approximately an hour
- If in loud environment -
consider mute button

Other Info

- Slides have the new contract language
- Changes are in **RED** text
- Feel free to disagree or bring up scenarios
- If a question cannot be answered it will be researched and discussed in the next call

List of Sections for today

- Section 24 – Purchaser’s Representative
- Section 25 – Simultaneous Use of Contract Area by Others
- Section 26 – Watershed Protection – Water Quality, Erosion Control, and Soil Damage
- Section 27 – Refuse Control and Disposition of Waste Materials
- Section 28 – Storage and Handling of Hazardous Materials
- Section 29 – Safety and Health
- Section 30 – Equal Opportunity
- Section 31 – Records and Reports
- Section 32 – Unsatisfactory Bond
- Section 33 – Assignments
- Section 34 – Contingent Fees

Section 24 – Purchaser's Representative

Sec. 24. Purchaser's Representative

At all times when operations are in progress under this contract, Purchaser shall have **an authorized representative, whom shall be designated in writing by Purchaser, readily available on the contract area who shall be** authorized to receive, in behalf of Purchaser, any notices or instructions from the Authorized Officer in regard to performance under this contract. Purchaser shall take such action as required by the terms of this contract.

Section 24 – Purchaser’s Representative

Questions:

- What standard provision is generally inserted into every timber sale contract that best serves to clarify and address this issue before operations even commence?
- If there is an immediate issue regarding the contract that needs to be addressed, and the Purchaser only sporadically has a representative on the contract area, what should the Authorized Officer/Contract Administrator do to mitigate the problem?
- Does the Authorized Officer have the authority to issue a suspension notice regardless whether the Purchaser has an authorized representative on site or not?



Section 25 – Simultaneous Use of Contract Area by Others

Sec. 25. Simultaneous Use of Contract Area by Others

The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the **Contracting Officer** first determines that such use of the contract area will not seriously interfere with the operations of the Purchaser.

Section 26 (a) – Watershed Protection – Water Quality, Erosion Control, and Soil Damage

Sec. 26 (a). Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to water quality in connection with any operations under this contract.

Section 26 (b) – Watershed Protection – Water Quality, Erosion Control, and Soil Damage

Sec. 26 (b). Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(b) Purchaser shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If Purchaser's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, Purchaser shall correct the condition to the satisfaction of the Authorized Officer.

Section 26 (b) – Watershed Protection – Water Quality, Erosion Control, and Soil Damage

Also allows Government to:

- Enforce correction of pollution conditions off the contract area
- When on non-BLM, the administering agency or landowner must be contacted prior to taking corrective action

Section 26 (c) –

Sec. 26 (c). Watershed Protection: Water Quality, Erosion Control, and Soil Damage

(c) Purchaser shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the Authorized Officer. Purchaser shall immediately discontinue any construction, timber harvesting, **or hauling operations** under this contract, upon receipt of written notice from the **Contracting Officer** that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The **Contracting Officer** shall notify Purchaser, in writing, when such operations may be resumed.

Section 27 – Refuse Control and Disposition of Waste Materials

Sec. 27. Refuse Control and Disposition of Waste Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations pertaining to refuse control and disposition of waste materials in connection with any operations under this contract.

(b) Purchaser shall, to the satisfaction of the Authorized Officer, remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials, or other refuse resulting from Purchaser's operations. Areas for disposal of waste material shall be subject to approval of the Authorized Officer.

(c) Waste materials, such as garbage, trash, oil, grease, chemicals, and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near Purchaser's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement, or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Section 27 – Refuse Control and Disposition of Waste Materials

➤ Questions:

1. How much transmission fluid can leak from a piece of equipment before the state considers a hazardous waste site?
 2. A BLM crew is out burning piles. The crew discovers a number of 5 gallon oil buckets buried in the landing piles. The timber sale contract has been terminated. Can the BLM require the Purchaser to come back and remove the waste?
- A BLM Purchaser's fuel trailer is parked next to a waterhole on adjacent private lands . What are you going to do?

How many gallons of fuel and transmission fluid do these machines hold?



What Does EPA Say About Timber Harvesting & Petroleum Products

E. Timber Harvesting - EPA Regulations -

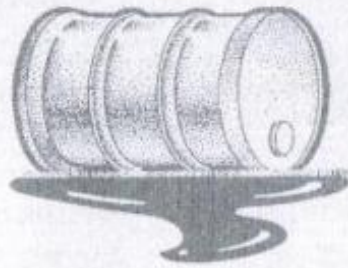
<http://www.epa.gov/owow/NPS/MMGI/Chapter3/ch3-2e.html>

e. Petroleum Management Practices

- *Service equipment where spilled fuel and oil cannot reach watercourses, and drain all petroleum products and radiator water into containers. Dispose of wastes and containers in accordance with proper [waste disposal procedures](#). Waste oil, filters, grease cartridges, and other petroleum-contaminated materials should not be left as refuse in the forest.*
- *Take precautions to prevent leakage and spills. Fuel trucks and pickup-mounted fuel tanks must not have leaks.*
- *Use and maintain seepage pits or other confinement measures to prevent diesel oil, fuel oil, or other liquids from running into streams or important aquifers.*
- *Use drip collectors on oil-transporting vehicles (Hynson et al., 1982).*
- *Develop a spill contingency plan that provides for immediate spill containment and cleanup, and notification of proper authorities.*
- *Provide materials for adsorbing spills, and collect wastes for proper disposal.*

Individual State Laws

SPILLS ON LOGGING OPERATIONS



*Published by:
Forest Industry Safety and Training Alliance*

*Funded by:
Wisconsin Department of Natural Resources
Publ. FR 151-99*

*September 1999
(Third Printing)*

Section 28 – Storage and Handling of Hazardous Materials

Sec. 28. Storage and Handling of Hazardous Materials

(a) Purchaser shall comply with all applicable State and Federal laws and regulations **pertaining** to storage, handling, use, and disposal of industrial chemicals, pesticides, herbicides, **and other hazardous materials in connection with any operations under this contract.**

(b) All petroleum products, industrial chemicals, and similar toxic or volatile materials stored by Purchaser on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the Authorized Officer, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

Section 28 – Storage and Handling of Hazardous Materials

- Provides for storage requirements of certain types of chemicals so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.
- Also requires the Purchaser to comply with all applicable State and Federal laws and regulations concerning the storage, handling, use and disposal of industrial chemicals, pesticides, herbicides, and other hazardous substances.



5/3/00
Superior Timber Co.



5/3/00
Superior Timber Co

Section 29 – Safety and Health

Sec. 29. Safety and Health

Purchaser shall conduct all operations in connection with this contract in compliance with the applicable provisions of Federal, State, and local safety, health, and sanitation laws, codes, and regulations and shall make it possible for the Authorized Officer to inspect such operations.

Section 29 – Safety and Health

- Requires the Purchaser to comply with all applicable State and Federal laws and regulations regarding safety, health, and sanitation.
 - Therefore requires the Purchaser to comply with the State safety codes during their operations on the contract.
- Also requires that the Purchaser make it possible for the Authorized Officer to inspect such operations.

Section 30 – Equal Opportunity

Sec. 30. Equal Opportunity

The Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Website: <http://www.archives.gov/federal-register/codification/executive-order/11246.html>

Section 30 – Equal Opportunity

- Authorized Officer is required to furnish the Purchaser with certain forms and notices to permit his compliance.
- The Resource Assistants or Timber Sale Clerks normally have these forms.

Standard Timber Sale Notice Wording

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.00.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

Form 1140-7 – Equal Opportunity Affirmative Action Program Representation

Question: How many use this form still?

Form 1140-7
(June 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM REPRESENTATION

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

Solicitation, Serial, or Company
Miscellaneous and Sale Number.

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

1. He *has* developed and *has* on file;
 He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2);*

OR

2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor.*

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

* Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

This information is collected to comply with regulations in 41 CFR 60.

This information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

Form 1140-8 – Equal Opportunity Compliance Report Certification

Question: How many use this form still?

Form 1140-8
(June 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY COMPLIANCE REPORT CERTIFICATION

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

Bid, invitation or other identification number
(include company miscellaneous and sale no.)

In accordance with 41 CFR 60-1.7(b) and Executive Order No. 11246 of September 24, 1965, as amended, the following certification will be completed by prospective contractors and subcontractors.

1. Have you participated in any contractual agreement which contained the Equal Opportunity Clause? Yes No
(If "yes," answer question 2)
2. Were you required pursuant to the regulations on Equal Opportunity (41 CFR 60-1) to file a compliance report* as a result of such contractual agreements? Yes No (If "yes," answer question 3)
3. Did you file the compliance report as required? Yes No

In the event any work under this proposed contractual agreement is subcontracted, I will secure this same certification (paragraphs 1 through 3 hereof) from proposed subcontractors prior to award of any subcontract.

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

* All employers with 50 or more employees who are covered by Executive Order No. 11246, i.e., holders of Federal Government contracts, subcontracts, or Federally assisted construction contracts or subcontracts, amounting to more than \$50,000;

and holders of Federal Government bills of lading, depositories of Federal Government funds, or issuing and paying agents of U.S. Savings Bonds and Notes in any amount are required to file SF-100.

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

Information is collected to comply with Regulations in 41 CFR 60.

Information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

Notice of Requirement For Certification of Nonsegregated Facilities

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offer or, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offer or does not maintain or provide for his employees facilities which are segregated on a basis or race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offer or to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

Form 1140-4 (June 1974)

Section 31 – Records and Reports

Sec. 31. Records and Reports

Upon request of the Authorized Officer, Purchaser shall furnish the following records and reports: (1) volume or quantity of timber cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing timber from the contract area; and (3) prices received for lumber and other wood products.

Section 31 – Records and Reports

- This provision gives the Authorized Officer the authority to request certain reports from the Purchaser.
 - The Log Scale Report and Disposition of Timber Removed Form (Form 5450-15).
 - The Road Use Fees Paid Report (**Form 5450-8 deleted form.**) We use a form letter now
 - The Independent Price Determination Certificate (Form 1140-6)

Road Use Fee Letter

5401(ORM050)
OR110-TS08-32

CERTIFIED MAIL – RETURN RECEIPT REQUESTED (XXXX XXXX XXXX XXXX)

Mr. Lew Howe, Timberlands Manager
Silver Butte Timber Co.
PO Box 4
Riddle, OR 97469

Dear Mr. Howe:
BLM's Licensee, Herbert Lumber Co., has completed logging operations under the Blown A Round Salvage Timber Sale, Contract No. OR110-TS08-32, located in Section(s) 13, 15, 21, 23, 25, 26, 27, 29, 31, 33, and 35, T.33 S., R. 2 E., Section 30, T. 33 S., R. 3E., Section 5, T. 34 S., R. 2 E., Willamette Meridian. This timber sale is a scaled sale.

The contract provisions estimated road fees payable to you pursuant to Right-of-Way and Road Use Agreement No. M-2000 in the following amounts based on the estimated volumes:

Road Maintenance	\$ 0.00
Surface Replacement	\$5,699.85
Subtotal	\$5,699.85
Road Use Fees	\$ 0.00
Total Payment Required:	\$5,699.85

At the time you executed the License Agreement with our timber sale purchaser, you chose to require an up-front payment of road fees in the amounts indicated above, with the final determination that the purchaser would either 1) have a refund due or, 2) be required to submit additional payment based on the final actual scaled volume. The following table represents the final amounts that are payable to you for road maintenance and surface replacement fees. The volumes shown are based on the final scale tickets. The volumes are broken down by road segment.

Road No.	Seg. No.	Surface Type	Length Used (Mi.)	Final Scaled Volume (MBF)	Maintenance Fee/MBF/Mi.	Maint. Fees Due (\$) (Length x Vol. x fee/MBF/Mi.)	Surface Replacement Fee/MBF/Mi.	Surface Repl. Fees Due (\$) (Length x Vol. x fee/MBF/Mi.)
33-2E-27	B	ASC	.44	2188.35	\$0.00	\$0.00	\$0.55	\$529.58
33-2E-31	A	ASC	.15	49.66	\$0.00	\$0.00	\$0.00	\$0.00
33-2E-33	A	ASC	1.51	1,098.44	\$0.00	\$0.00	\$0.00	\$0.00
34-2E-4.0	B	ABC	1.10	188.69	\$0.00	\$0.00	\$0.55	\$114.16
34-2E-8	B1	ASC	1.79	128.80	\$0.00	\$0.00	\$0.00	\$0.00
34-2E-8	C1B	ASC	1.4	4,036.91	\$0.00	\$0.00	\$0.00	\$0.00
34-2E-8	C2A	ASC	.2	1,848.56	\$0.00	\$0.00	\$0.00	\$0.00
34-2E-8	C3	ASC	2.00	0	\$0.00	\$0.00	\$0.00	\$0.00
34-2E-8.1	B1	ASC	1.58	3,786.62	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL MAINTENANCE AND/OR SURFACE REPLACEMENT FEES PAYABLE TO PERMITTEE BASED ON FINAL SCALED VOLUME						\$0.00		\$643.74

The purchaser paid you a total amount of \$5,699.85 for surface replacement fees based on the estimated volume. This payment was in error as a check of BLM's records indicates the surfacing on roads 33-2E-31.0A, 33-2E-33.0A, 34-2E-8.0B1, 34-2E-8.0C1B, 34-2E-8.0C2A, and 34-2E-8.01B1 was placed by BLM and fees are not owed Silver Butte. The payment for the estimated amount exceeds the final actual scale volume so the purchaser would be due a refund as follows:

Payment made based on estimated volume	\$ 5,699.85
Amount of actual fees payable based on final scale volumes.	\$ 643.74
Refund due for overpayment of road maintenance and surface replacement fees.	\$ 5,056.11

We are now processing this timber sale contract for termination. We would appreciate your acknowledgment that all road fees shown above (maintenance, surface replacement and/or road use fees) have been received and that all other terms and conditions of the License Agreement have been satisfied.

The certification below includes verification that the timber sale purchaser adequately maintained any permittee-owned roads as required under the License Agreement.

Please complete the certification block below and return one copy to us within 15 days of receipt of this certification letter. Retain the other copy for your files. Should you have any questions, please contact Scott Loos at (541) 618-2305.

Sincerely,

Jon K. Raby
Field Manager
Butte Falls Resource Area

cc: Mr. Don Vredenburg
PO Box 7
Riddle, OR 97469

Licenser Certification:

I certify that all road fees have been received (including payments for modification volumes) and that the Licensee, Herbert Lumber Co., has satisfied all terms and conditions of the License agreement.

If a refund is due, payment has been made to the timber sale purchaser.

I certify that if operator maintenance was required, all roads have been maintained satisfactorily and have been left in at least as good of condition as prior to haul.

By: _____ Date: _____

Title: _____

Section 32 – Unsatisfactory Bond

Sec. 32. *Unsatisfactory Bond*

Whenever any performance or payment bond furnished under this contract becomes unsatisfactory to the Contracting Officer, **said official** may require a new bond.

Section 32 – Unsatisfactory Bond

- Permits the **Contracting Officer** the ability to require the Purchaser to furnish a new performance or payment bond whenever any prior bond furnished to him becomes unsatisfactory.
 - Unsatisfactory bonds are usually associated with termination of a “Certificate of Authority as Acceptable Surety on Federal Bonds”
 - These are issued by the Treasury Department of the US to acceptable Surety companies.

Section 33 – Assignments

Sec. 33. Assignments

(a) Purchaser may not assign this contract or any interest therein without written approval of the Contracting Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto.

(b) The Contracting Officer will not approve any assignment involving contract performance unless assignee: (1) is authorized to transact business in the State indicated in Sec. 1; (2) submits such information as is necessary to assure the Contracting Officer of their ability to fulfill the contract; and (3) furnishes a performance bond as required by Sec. 39 or obtains a commitment from the previous surety to be bound by the assignment when approved.

Section 33 (a)

Specifies that an assignment may not be made without written approval of the **Contracting Officer.**

- Permits the **Contracting Officer** to screen assignee to determine his qualifications.
- The **Contracting Officer** should not approve an assignment to an assignee who will not qualify as set forth in Handbook 5450-1, Award of Contract.
- Stipulates that an assignment shall contain all terms and conditions agreed upon by the parties involved.
- Use of BLM's Timber Sale Contract Assignment form 5470-3 ensures identification of all appropriate terms and conditions.

5470-3 Form Timber Sale Assignment

Save

Print

Clear

Form 5470-3
(November 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Instructions: When signed
by both parties, submit entire
set to Contracting Officer for
approval.

TIMBER SALE CONTRACT ASSIGNMENT

I (We), (name of Assignor) _____

being the assignor(s) of (address) _____

individual partnership corporation for and in consideration of the sum of one dollar (\$1) and other valuable consideration, hereby assign, transfer and set over to (name of Assignee)

_____ of (address)

individual partnership corporation all of my our right, title, and interest in and to that certain timber sale contract numbered _____ covering the merchantable timber on _____

_____ entered into between the United States of America and the undersigned, together with any balance on deposit with the United States to my our credit under said contract including the right to cut and remove in accordance with the terms thereof, the timber described therein.

Witness my our hand and seal this _____ day of _____, 20____.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE

IF CORPORATION, SIGN HERE

(Name of Firm)

(Name of Corporation)

(Signature)

By _____
(Signature)

(Address)

(Title)

(Signature)

(Address)

[Corporate Seal]

(Signature)

(Address)

Attest: _____
(Secretary - Signature)

Section 33 (b)

Sets forth certain criteria for consideration of the **Contracting Officer in evaluating an assignee:**

- The assignee must be authorized to transact business in the State in which the timber is located.
- The **Contracting Officer** may require the assignee to submit such information as is necessary in order to judge his ability to perform the contract.
- The assignee is also required to furnish a performance bond, as required by Section 38, or a commitment form from the previous Surety to be bound by the assignment, when approved.

Section 33 – Assignments

- A general condition of the assignment is that the assignor is released from any further liability under the contract.
- The assignee is entitled to all the rights, and subject to all the obligations, under the contract.
- Normally assignments will involve participation of the State Office.

Questions: Assignments

- When there is a 3rd party ROW agreement in the contract for hauling across private lands or on private roads, does the Purchaser to whom the contract is being assigned to have to execute a new license agreement or can they use existing one?

Section 34 – Contingent Fees

Sec. 34. Contingent Fees

The Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to cancel this contract without liability or, in its discretion, to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 34 – Contingent Fees

- This provisions contains language required by law to be in a Government contract.
- If the **Contracting Officer** learns of a misrepresentation, violation, or breach under this provision, the State Director and the Regional Solicitor should be advised.