

**AWARD DATA**

Vale Weed Treatments, Indefinite-Delivery, Indefinite-Quantity  
Multiple-Award

Ordering Agencies:  
BLM

Ordering procedures:

Both price and past performance for all contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.1.0). BLM’s past performance evaluations are set forth in the following table.

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|--|--|--|
| Contract No. HAC088F00<br>Item Nos. 1, 2, 3 and 4<br>Contractor:<br>The Plantworks, LLC<br>69465 Lantz Ln.<br>Cove, OR 97824<br>Contact: Richard Kenton<br>Phone: 541-963-7870<br>Fax: 541-963-8641<br>Orders may be placed through:<br>9/10/2013<br>Maximum TO limit: \$25,000<br>Maximum 30 day limit: \$40,000<br>Past Performance: Outstanding | Contract No. HAC088G00<br>Item Nos. 1, 2, 3 and 4<br>Contractor:<br>Summitt Forests, Inc.<br>1257 Siskiyou Blvd. PMB#218<br>Ashland, OR 97824<br>Contact: Scott Nelson<br>Phone: 541-535-8920<br>Fax: 541-535-9970<br>Orders may be placed through:<br>9/10/2013<br>Maximum TO limit: \$50,000<br>Maximum 30 day limit: \$50,000<br>Past Performance: Excellent to Outstanding | Contract No. HAC088H00<br>Item Nos. 3 and 4<br>Contractor:<br>Pacific NW Weed Control<br>PO Box 1481<br>Tualatin, OR 97062<br>Contact: Aaron Holbrook<br>Phone: 503-929-2271<br>Fax: 503-482-5117<br>Orders may be placed through:<br>9/14/2013<br>Maximum TO limit: \$30,000<br>Maximum 30 day limit:<br>\$30,000<br>Past Performance: Good |
|--|--|--|

BLM contact: Yuri Yoshida Dyson, Contracting Officer, 503-808-6229

For maps contact Jessica Clark at 503-808-6226.

Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

SECTION A -CONTINUATION OF STANDARD FORM 1449

This is a five-year indefinite-delivery, indefinite-quantity (IDIQ) contract for the services specified. The quantities listed indicate the representative proportion of work per year, not the actual quantity that will be ordered per year, for evaluation purposes only. Herbicides and Additives quantities listed are estimates only and may not reflect the actual amounts to be ordered. Task orders may be placed by contracting officers in the BLM Oregon State Office and the Vale District.

Offerors shall enter a unit price for each item of interest, and then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order.

ESTIMATED START WORK DATE: August 25, 2008

PERFORMANCE TIME: To be determined in each task order as follows:

Item 1A, 2A & 3A: 10 Calendar Days for up to 50 net acres treated,  
1 calendar day for up to each 5 additional net acres treated

Item 1B, 2B & 3B: 20 Calendar Days for up to 50 net acres treated,  
1 calendar day for up to each 3 additional net acres treated

Item 1C, 2C & 3C: 25 Calendar Days for up to 30 net acres treated,  
1 calendar day for up to each 1 additional net acre treated

Simultaneous performance may be required on more than one site at a time.

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years will state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second, third, fourth, and fifth year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year \_\_\_\_\_  
3rd Year \_\_\_\_\_  
4th Year \_\_\_\_\_  
5<sup>th</sup> Year \_\_\_\_\_

## EVALUATION FOR AWARD

For evaluation purposes only, award will be based on an item basis for the base year plus the economic price adjustment percentages for the additional years. All offerors must submit prices for Item 4, Herbicides and Additives, regardless of whether an offer is submitted for one, two or all three herbicide application items.

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section E, Instructions, Conditions, and Notices to Offeror, Provision 52.212-1.

Award will be in accordance with Section E, Clauses 52-212-1 Instructions to Offerors – Commercial Items and 52.212-2 Evaluation – Commercial Items

## TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractors' prices and past performance.

All task orders will be placed no later than five years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the work to be performed on the task order will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$600,000.00. See sample task order in Section D. This sample task order is provided as an illustration only.

**MINIMUM GUARANTEE:** The minimum guarantee under each contract awarded will be the contractor's maximum task order limitation up to a maximum of \$10,000 (even if the Contractor's maximum task order limitation is higher.)

## MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is \$\_\_\_\_\_ (Insert task order limitation. Maximum is \$50,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is \$\_\_\_\_\_ (Insert order limitation. Maximum is \$50,000 if no amount is shown.)

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

**CONTRACTOR SHALL PROVIDE A TECHNICAL CAPABILITIES AND PAST PERFORMANCE STATEMENT IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION E.**

SECTION B - CONTINUATION OF STANDARD FORM 1449

ADDENDA TO STANDARD FORM 1449 (Block 18b)

Submit invoices to:

Bureau of Land Management  
Vale District Office  
100 Oregon St.  
Vale, OR 97918

## SECTION C. CONTRACT CLAUSES

### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

(FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;  
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice;  
and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to

the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the

contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), et seq., Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR database does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.



(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

(2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

(3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(4) [Reserved]

(5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-6](#).

(iii) Alternate II (Mar 2004) of [52.219-6](#).

(6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-7](#).

(iii) Alternate II (Mar 2004) of [52.219-7](#).

(7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (Oct 2001) of [52.219-9](#).

(iii) Alternate II (Oct 2001) of [52.219-9](#).

(9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

(10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

(11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of [52.219-23](#).

(12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

(13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

(14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

(15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

(16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

- \_\_ (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- \_\_ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- X (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- \_\_ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- \_\_ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- \_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- \_\_ (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- X (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- X (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- \_\_ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- \_\_ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).

(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

\_\_\_ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract

(except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### 52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued four years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for single item in excess of (See Schedule).

(2) Any order for a combination of items in excess of (See Schedule).

(3) A series of orders from the same ordering office within 30 days that together call for

quantities exceeding (See Schedule).

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

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

#### 52.216-22 INDEFINITE QUANTITY

(OCT 1995)

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

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

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

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

#### 52.252-02 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

Federal Acquisition Regulation clauses and provisions:

<http://www.acquisition.gov/comp/far/index.htm> or <http://www.arnet.gov/far/loadmainre.html>

CLAUSES INCORPORATED BY REFERENCE

| <u>Clause</u> | <u>Title</u>                                     | <u>Date</u> |
|---------------|--|-------------|
| 52.203-3      | Gratuities                                       | APR 1984    |
| 52.204-4      | Printed or Copied Double-Sided on Recycled Paper | AUG 2000    |
| 52.204-7      | Central Contractor Registration                  | JULY 2006   |
| 52.243-13     | Bankruptcy `                                     | JULY 1995   |
| 52.242-14     | Suspension of Work                               | APR 1984    |
| 52-242-15     | Stop Work Order                                  | AUG 1989    |

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

- |                  |   |
|------------------|---|
| Attachment No. 1 | Statement of Work   |
| Attachment No. 2 | Classification and Wages of Government Employees (For Comparison Only)  |
| Attachment No. 3 | Wage Determination  |
| Attachment No. 4 | Fire Requirements   |
| Attachment No. 5 | Vicinity Map (Attached separately)  |
| Attachment No. 6 | 3 Sample Task Orders (Awarded task orders will be system generated with similar content, but different format.) |
| Attachment No. 7 | Sample Task Order Maps (Attached separately)  |

## ATTACHMENT 1

### Statement of Work Weed Treatments, Indefinite-Delivery, Indefinite Quantity

#### 1.0 GENERAL

1.1 Description of Work - Contractor shall treat noxious weeds at specified sites with herbicide chemicals identified in the Schedule of Items as specified and directed by the individual task order. Primary target species are: Rush Skeletonweed; Leafy Spurge; Dalmatian Toadflax; Yellow Starthistle; Diffuse, Spotted, Russian Knapweeds; Whitetop (Hoary Cress); Perennial Pepperweed; Salt Cedar; Black Henbane; other species as identified on the task order.

1.2 Location of Work - The location of the work sites shall be confined to lands within the boundaries of the Vale District. See Attachment 5, Vicinity Map.

#### 1.3 Access to Project Areas

1.3.1 Standard Access: Many of these sites are in remote rugged terrain. For this contract, standard access is defined as (1) passable with a 4-wheel drive vehicle. A 4-wheel drive will frequently be required to access many of these sites, especially for Item #3 or (2) by ATV, or (3) foot travel to the project area may be as much as 1 mile from the end of vehicle access. Long hikes with backpack sprayers will be required for Item #2 due to Wild and Scenic River and Wilderness Study Area restrictions in much of the area. The cost of standard access is to be included in the unit bid price.

1.3.2 Use of All Terrain Vehicle (ATV): If an all terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The all terrain vehicle must meet with the approval of the Government.

1.3.3 Use of Dirt Roads: Use of 2-wheel drive and 4-wheel drive vehicles on dirt roads is permitted.

1.4 Fire Precautions - See Attachment 4.

#### 2.0 DEFINITIONS

Scattered patches by ATV - Areas with weed populations that are widely scattered but accessible by ATV. Some sites may be of sufficient size to allow some broadcast treatment if an ATV is so equipped; or weeds can be reached and treated by hose from the ATV.

Small scattered sites by backpack - These are widely scattered weed sites that require treatment with a backpack due to steep terrain or may require hiking into the site due to a lack of direct vehicle access.



Solid expansive patches - Weed sites of sufficient density and size and where terrain and access allow these sites to be broadcast sprayed with equipment. As indicated by the estimated quantities shown in the Schedule of Items, limited acreage fits this category.

3.0 CONTRACTOR-FURNISHED ITEMS

3.1 Contractor shall provide all personal protective equipment, herbicides, herbicide application equipment, personnel, supplies and materials needed to perform the work identified in these specifications.

3.2 The Contractor shall hold a current Oregon Commercial Pesticide Operator's license. All application of herbicides shall be made in accordance with Federal, State and local requirements. Furthermore, all applicators shall hold a current Oregon Commercial Applicator License.

3.3 Personal protective equipment as specified on the herbicide label shall be worn by Contractor and all personnel applying herbicides at the time of application.

4.0 GOVERNMENT-FURNISHED ITEMS

None.

5.0 SPECIFIC TASKS

5.1 Herbicides - The Contractor shall treat noxious weed species as specified on the task order at specified sites with herbicides and adjuvants listed below, as appropriate:

| <u>Manufacturer</u>      | <u>Product</u> | <u>EPA Reg. No.</u> |
|--------------------------|----------------|---------------------|
| NuFarm Americas Inc      | Weedar64       | 71368 -1            |
| BASF                     | Clarity        | 7969-137            |
| Agri Star (Albaugh,Inc.) | Triumph 22K    | 42750 - 79          |
| BASF                     | Weedmaster     | 7969-133            |
| Dow AgroSciences         | Glypro         | 524-324             |
| Nufarm, Inc.             | Weedone LV4    | 71368 - 14          |
| MICRO FLO                | Banvel         | 51036 - 289         |
| Loveland                 | Spreader 90    | N/A                 |
| Wilbur-Ellis             | R-11           | N/A                 |
| Becker-Underwood         | Hi-Light       | N/A                 |

5.1.1 Contractor shall dispose of empty containers in accordance with all Federal, State, and local regulations.

5.1.2 Tools and equipment used for the application of herbicides shall be at the discretion of the Contractor (for example: pickup or ATV with booms or handguns or backpack sprayers) unless otherwise specified by the Government for specific sites.

5.1.3 Contractor will be required to provide a method of identifying treated areas (i.e., dye, foam, etc.).

5.1.4 Contractor shall submit to the Government a completed PAR (Pesticide Application Record) for each completed site.

## 5.2 Treatment Locations

5.2.1 Item 1, Malheur Resource Area - Relatively flat to rolling, sometimes steep terrain mostly accessible to motorized vehicles and equipment including slip-in pick up mounted equipment with boom sprayers and handguns and 4-wheelers w/ boom sprayers and handguns. Some use of backpack sprayers should be expected.

5.2.2 Item 2, Jordan Resource Area - Flat to rolling frequently steep terrain, not always accessible by motorized vehicles and equipment. Possible application equipment includes slip-in pick up mounted equipment with boom sprayers and handguns and/or 4-wheelers w/ boom sprayers and handguns. Backpack sprayers will be necessary on many sites.

5.2.3 Item 3, Baker Resource Area - Very little flat terrain. Frequently rolling to steep terrain. Most sites are accessible by four wheel drive. Some possible application by slip-in pick up mounted equipment with boom sprayers and handguns but much of the work will require 4-wheelers w/ short boom sprayers and handguns. May possibly be broadcast sprayed with equipment larger than ATVs but not guaranteed. Frequent use of backpack sprayers should be anticipated.

5.2.4 Work identified by task order may include small amounts of work in the adjoining resource area if the work occurs on the border of two resource areas. In this case, weed treatments shall be done up to 5 miles into the neighboring resource area and will be paid at the same rate as the other areas in the task order.

## 5.3 Method of Application

5.3.1 All chemical herbicides shall be applied in accordance with EPA standards as specified on the product label, all Oregon State laws and regulations, and all federal laws and regulations.

5.3.2 Applications using back pack spraying shall be used in areas not accessible by ground vehicles.

5.3.3 Back pack application of liquid herbicide shall occur with low nozzle pressure and within 2.5 feet of the ground.

5.3.4 Spray nozzles are designed to be used with ground vehicle spray equipment which will produce droplets large enough (200 microns or larger) to limit the amount of drift.

5.3.5 Applications using a vehicle mounted boom sprayer or handgun sprayer may only be

used in areas readily accessible by vehicle. Booms are used to treat continuous weed concentration areas (i.e., along right-of-way) while handguns are used to treat concentrated spots.

5.3.6 Application of chemical herbicides must be accomplished with wind velocities of 8 mph or less in all instances. Except in riparian areas where the wind speed must be 5 mph or less. When the wind speed exceeds 5 mph, no spray equipment shall be used in riparian areas.

5.3.7 To reduce drift and volatilization, spraying shall be prohibited when any of the following conditions exist on the spray area:

Wind velocity exceeds 8 MPH

Rain or expected rain reduces or will reduce the effectiveness of the chemical being applied;

Fog obscures the visibility of the target area;

Air turbulence (thermal updrafts) are so great as to seriously affect the normal spray pattern;

Temperature inversions could lead to off-site movement of the spray.

The ambient temperature exceeds the limit stated on the product label.

#### 5.4 Mixing and Loading Operations

5.4.1 The mixer/loader shall wear appropriate Personal Protective Equipment (PPE) during the mixing and loading operations.

5.4.2 To prevent gross errors in the field in mixing, regular testing on field calibration and calculation shall take place.

5.4.3 Herbicides shall be mixed and loaded in an area where an accidental spill cannot flow into a stream or water body, or contaminate ground water. The water intake system for mixing shall be arranged so that an air gap or reservoir shall be placed between the live water intake and the mixing tank to prevent any back flow of chemical into the water source.

5.4.4 Applicators shall not wash out spray tanks in or near streams or dispose of chemical containers on the contract area. Chemical containers shall be disposed of at sites approved by the Oregon Department of Environmental Quality.

5.4.5 During application, weather conditions shall be measured hourly by the contractor at the spray site. More frequent measurements shall be taken whenever a weather change appears to have the potential to jeopardize safe placement of the spray on the target area.

#### 5.5 Special Application Requirements

5.5.1 The Contractor shall thoroughly wash all vehicles and other equipment to be used on

the contract including the under carriage prior to beginning the contract. Washing may be required during the progress of the task orders if the Government suspects that a vehicle has been contaminated with weeds or weed-infected soil. All required vehicle washing shall be done in the presence of the COR. Washing Contractor's tools may also be required.

- 5.5.2 Buffer strips (no spray areas) may be identified by the BLM. Buffer strips may also be designated on site by the Government during operations as a means to protect undetected rare plants, critical riparian zones, and other sensitive areas.
- 5.5.3 Buffer strips shall meet or exceed state-mandated standards for all herbicides applied. A 500-foot no-spray buffer strip shall be left next to inhabited dwellings unless waived in writing by the resident. A buffer strip of 100 feet shall be left next to croplands and barns. Boom sprayers shall not be used within 25 feet of water bodies.
- 5.5.4 Sites to be sprayed can be very difficult to locate and their access may require foot travel. The COR will be available to assist the Contractor in locating these sites and identifying hazardous conditions. Hazardous conditions include, but are not limited to, steep rocky terrain, rattlesnakes, bees, and ticks.

## 6.0 SURVEILLANCE PLAN/INSPECTION

- 6.1 The Government may inspect completed units as a basis for acceptance and payments and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the contract specifications.

## 7.0 PAYMENT

Payment will be made for the net acres treated, inspected and accepted by the Government.

### 7.1 Method for Measurement and Payment

- 7.1.1 The acreage for the purpose of payment is measured on the horizontal plane and will be calculated by the total net acres treated, to the nearest 1/10 acre. The Contractor will be furnished a copy of the Government's tally of net acres treated.
- 7.1.2 The Contractor may, at any time during the course of the contract, request remeasurement of any unit he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the unit will be based on the remeasured acreage.

## 8.0 DELIVERIES OR PERFORMANCE

- 8.1 Task Orders - Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. The CO will consider price and past performance on this and previous contracts in determining placement of task orders (if multiple awards).
- 8.2 Contract Time - The Contractor shall begin work within 3 calendar days from the effective date of the notice to proceed for each task order issued. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the task order.
- 8.3 Progress Plan - At the task order prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the Government at the prework conference and may be subject to change because of normal variations in weather conditions at no change in performance time or price.
- 8.4 Fall & Spring Treatments – Many of the target species are perennial, therefore will require fall treatments as well as spring treatments.
- 9.0 CONTRACT ADMINISTRATION DATA
- 9.1 Contracting Officer's Representative Definition - The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.
- 9.2 Project Inspector Definition - "Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.
- 9.3 Responsibilities Of The Contracting Officer's Representative And Project Inspector
- 9.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.
- 9.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

#### 9.4 Notice To Proceed

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

9.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Task order performance time starts on the effective date of the notice to proceed.

#### 10.0 SPECIAL CONTRACT REQUIREMENTS

10.1 Work Hours - Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

#### 10.2 Prosecution Of The Work

10.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

10.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

10.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

#### 10.3 Environmental Interruption Of Work

10.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

10.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

10.4 Preservation Of Historical And Archeological Resources - If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section C, FAR 52.242-14.

10.5 Subcontracts

If the Contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

10.6 Restoration Of Resources

10.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

10.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

10.7 Fire Danger Season - If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

10.8 Task Order Ombudsman - 1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAQ082025, Vale Weed Treatments. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.



Attachment 2

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

Burns, Coos Bay, Eugene, Klamath Falls, Lakeview, Medford, Prineville, Roseburg, Spokane, and Vale.

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

| <u>Labor Classification</u> | <u>Basic Rate</u> | <u>Fringe Benefits</u> |
|-----------------------------|-------------------|------------------------|
| Biological Technician, GS-5 | \$13.58           | Life and Health        |
| Biological Technician, GS-6 | \$15.14           | Insurance partly paid  |
| Biological Technician, GS-7 | \$16.83           | by the Gov't           |
|                             |                   | - Retirement           |
|                             |                   | - Annual/Sick Leave    |

The classifications shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

Attachment 3

WD 77-0079 (Rev.-37) was first posted on www.wdol.gov on 06/03/2008  
Forestry and Land Management Services

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*****
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
Shirley F. Ebbesen  Division of Wage 3 Wage Determination No: 1977-0079
Director           Determinations 3 Revision No: 37
                                          3 Date Of Revision: 05/29/2008

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State: Oregon  
Area: Oregon Statewide

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

Employed on contract(s) for Forestry and Logging Services.

| OCCUPATION CODE - TITLE<br>RATE                   | MINIMUM WAGE |
|---|--------------|
| 08010 - Brush/Precommercial Thinner               | 13.92        |
| 08040 - Choker Setter                             | 14.02        |
| 08070 - Faller/Bucker                             | 24.76        |
| 08100 - Fire Lookout                              | 13.46        |
| 08130 - Forestry Equipment Operator               | 16.26        |
| 08160 - Forestry/Logging Heavy Equipment Operator | 16.26        |
| 08190 - Forestry Technician                       | 17.94        |
| 08200 - Forestry Truck Driver                     | 14.24        |
| 08250 - General Forestry Laborer                  | 11.22        |
| 08280 - Nursery Specialist                        | 18.65        |
| 08310 - Slash Piler/Burner                        | 8.95         |
| 08340 - Tree Climber                              | 8.95         |
| 08370 - Tree Planter                              | 12.61        |
| 08400 - Tree Planter, Mechanical                  | 12.61        |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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: 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 4174)

**\*\* 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 link 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 4 - BLM FIRE PROTECTION REQUIREMENTS

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

### 1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- a. Fire tools must be on site;
- b. Fire extinguisher must be in all vehicles;
- c. Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- d. Only unmodified saws are to be used in the forest;
- e. Approved spark arresters must be on all internal combustion engines;
- f. Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- g. No smoking is permitted while working or traveling through any operations area in the forest;
- h. No use of explosives is permitted unless approved by the State Forester's representative;
- i. Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

### 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- a. Physically capable and experienced in operating any firefighting equipment on site.
- b. On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- c. Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- d. Patrolling and visually inspecting all sites where work was done during the day.

### 3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

| KINDS OF TOOLS | NUMBER OF PERSONNEL |   |   |   |   |   |    |    |    |    |    |
|----------------|---------------------|---|---|---|---|---|----|----|----|----|----|
|                | 1-4                 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|                | NUMBER OF TOOLS     |   |   |   |   |   |    |    |    |    |    |
| Pulaskis       | 1                   | 1 | 1 | 1 | 1 | 1 | 2  | 2  | 2  | 2  | 2  |
| Shovels        | 2                   | 2 | 2 | 3 | 3 | 3 | 3  | 4  | 4  | 5  | 5  |
| Hazel Hoes     | 1                   | 2 | 3 | 3 | 4 | 5 | 5  | 5  | 6  | 6  | 6  |

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- a. For chainsaws - 8 oz. capacity by weight.
- b. For vehicles - UL rating of at least 4 BC.

## Sample Task Order

**To: Contractor****From**

**: Bureau of Land Management  
Vale District Office  
100 Oregon Street  
Vale OR 97918**

**Contract Number: HAC088xxx****Requesting Office: Vale D.O.****Task Order No.: HVD08xxxx****Task Order Date: August 11, 2008**

| <u>Ite</u><br><u>m</u> | <u>Description</u>                           | <u>Qty.</u> | <u>Unit</u> | <u>Unit</u><br><u>Price</u> | <u>Total</u><br><u>Amount</u> |
|------------------------|--|-------------|-------------|-----------------------------|-------------------------------|
|                        | MALHEUR RESOURCE AREA                        |             |             |                             |                               |
| 1A                     | Solid Expansive Patches                      | 25          | AC          | \$                          | \$                            |
| 1B                     | Scattered Patches by ATV                     | 50          | AC          | \$                          | \$                            |
| 1C                     | Small Scattered Sites by Backpack<br>Sprayer | 25          | AC          | \$                          | \$                            |
|                        | HERBICIDES & ADDITIVES                       |             |             |                             |                               |
| 4A                     | Triumph 22K                                  | 20          | GAL         | \$                          | \$                            |
| 4C                     | Weedmaster                                   | 10          | GAL         | \$                          | \$                            |
| 4D                     | Glypro                                       | 5           | GAL         | \$                          | \$                            |
| 4H                     | Spreader 90/R-11 Surfactant                  | 1           | GAL         | \$                          | \$                            |
| 4I                     | Blue Hi-Light                                | 1           | GAL         | \$                          | \$                            |
|                        |  |             |             | <b>Total:</b>               | <b>\$</b>                     |

See attached maps.

Performance Time: 55 Calendar Days

Estimated Start Date: August 25, 2008

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Accounting and Appropriation Data: OR035- 8100 -JD-WEED

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Contracting Officer Signature

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Date

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Contracting Officer Name

**Sample Task Order**

**To: Contractor**

**From**  
**:** **Bureau of Land Management**  
**Vale District Office**  
**100 Oregon Street**  
**Vale OR 97918**

**Contract Number: HAC088xxx**  
**Requesting Office: Vale D.O.**  
**Task Order No.: HVD08xxxx**

**Task Order Date: August 11, 2008**

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| <u>Ite</u><br><u>m</u> | <u>Description</u>                               | <u>Qty.</u> | <u>Unit</u> | <u>Unit</u><br><u>Price</u> | <u>Total</u><br><u>Amount</u> |
|------------------------|--|-------------|-------------|-----------------------------|-------------------------------|
| 2B                     | JORDAN RESOURCE AREA<br>Scattered Patches by ATV | 35          | AC          | \$                          | \$                            |
|                        | HERBICIDES & ADDITIVES                           |             |             |                             |                               |
| 4A                     | Triumph 22K                                      | 15          | GAL         | \$                          | \$                            |
| 4C                     | Weedmaster                                       | 7           | GAL         | \$                          | \$                            |
| 4D                     | Glypro   | 5           | GAL         | \$                          | \$                            |
| 4H                     | Spreader 90/R-11 Surfactant                      | 1           | GAL         | \$                          | \$                            |
| 4I                     | Blue Hi-Light                                    | 1           | GAL         | \$                          | \$                            |
|                        |  |             |             | Total:                      | \$                            |

See attached maps.

Performance Time: 20 Calendar Days  
Estimated Start Date: August 25, 2008

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Accounting and Appropriation Data: OR035- 8100 -JD-WEED

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\_\_\_\_\_  
Contracting Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer Name



**Sample Task Order**

**To: Contractor**

**From**

**: Bureau of Land Management  
Vale District Office  
100 Oregon Street  
Vale OR 97918**

**Contract Number: HAC088xxx  
Requesting Office: Vale D.O.  
Task Order No.: HVD08xxxx**

**Task Order Date: August 11, 2008**

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| <u>Ite<br/>m</u> | <u>Description</u>  | <u>Qty.</u> | <u>Unit</u> | <u>Unit<br/>Price</u> | <u>Total<br/>Amount</u> |
|------------------|---|-------------|-------------|-----------------------|-------------------------|
| 3C               | BAKER RESOURCE AREA<br>Small Scattered Sites by Backpack<br>Sprayer | 35          | AC          | \$                    | \$                      |
|                  | HERBICIDES & ADDITIVES  |             |             |                       |                         |
| 4A               | Triumph 22K   | 25          | GAL         | \$                    | \$                      |
| 4C               | Weedmaster  | 10          | GAL         | \$                    | \$                      |
| 4D               | Glypro  | 5           | GAL         | \$                    | \$                      |
| 4H               | Spreader 90/R-11 Surfactant   | 1           | GAL         | \$                    | \$                      |
| 4I               | Blue Hi-Light   | 1           | GAL         | \$                    | \$                      |
|                  |   |             |             | Total:                | \$                      |

See attached maps.

Performance Time: 30 Calendar Days  
Estimated Start Date: August 25, 2008

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Accounting and Appropriation Data: OR035- 8100 -JD-WEED

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\_\_\_\_\_  
Contracting Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer Name