

**AWARD DATA**

Orders for Contract Nos. HAC065N00 - HAC065U00  
May Be Placed Through October 1, 2011

Native Grass Seed Supply, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM, Bureau of Indian Affairs, Fish and Wildlife Service,  
National Park Service and USDA, Forest Service

Ordering procedures:

Task orders are to be placed based on price and past performance.

After performance history has been established, both price and past performance, including local hiring practices, for all contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause B.12.0). BLM's past performance evaluations are set forth in the following table. Maximum order limitations (MOLs) for each contractor are shown below. Prices on task orders should be compared by subitem, since awards were made by subitem and not all contractors received award on all subitems.

BLM Contract No. HAC065N00 Items A, C, D, E, J, K, L, M, O, P, Q, U, V, W, X, Z, AC and AF Benson Farms, Inc. 1145 S Jefferson Ave. Moses Lake, WA 98837 Contact: Jerry Benson, 509-765-6348 MOL & 30-day MOL - See clause 52.216-19 *Outstanding	BLM Contract No. HAC065P00 Items A, B, C, F, G, J, K, L, M, N, O, Q, S, T, U, V, W, Y, Z, AA, AB, AC, AD and AF Western Reclamation, Inc. 1040 Russell Rd. Mesa, WA 99343 Contact: Todd Harris, 509-531-1702 MOL & 30-day MOL - See clause 52.216-19 *Excellent
BLM Contract HAC065Q00 Items A, B, C, E, F, G, H, I, J, N, O, P, S, U, V, Z, AA, AB, AC, AD and AF Pacific Northwest Natives 1525 Laurel Heights Dr. NW Albany, OR 97321 Contact: Craig Edminster, 541-928-8239 MOL & 30-day MOL - See clause 52.216-19 *Excellent	BLM Contract No. HAC065R00 Items A, C, D, U and AF E & S Environmental Restoration, Inc. PO Box 84 Corvallis, OR 97339 Contact: Timothy Sullivan, 541-758-5777 MOL & 30-day MOL - See clause 52.216-19 *Excellent

<p>BLM Contract No. HAC065S00,  Items J, L, U and AF  Daniel C. Keeley  5975 Buyserie Rd. NE  St. Paul, OR 97137  Contact: Daniel Keeley, 503-633-2838  MOL &amp; 30-day MOL - See clause 52.216-19  *Good</p>	<p>BLM Contract No. HAC065T00  Items A, G, U, V and AF  Kenagy Family Farm, Inc.  1640 Nebergall Loop Rd.  Albany, OR 97321  Contact: Peter Kenagy, 541-926-8038  MOL &amp; 30-day MOL - See clause 52.216-19  *Excellent</p>
<p>BLM Contract HAC065U00  Items A, B, F, O, Y, AC and AF  Oregon Wholesale Seed Company  PO Box 885  Silverton, OR 97381  Contact: Angela Rose, 503-874-8221  MOL &amp; 30-day MOL - See clause 52.216-19  *Excellent</p>	

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

For contractors' technical approach, contact 503-808-6359

All amendments have been incorporated into text.

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.

Modification No. 1 to HAC065N00 and HAC065P00

Due to different State requirements for seed sampling, and in accordance with Contract Clause 52.212-4 Contract Terms and Conditions, (c) Changes, replace current language on B.5.6.2 with the following:

Drawing seed samples for testing shall follow procedures specified by the state Seed Certifying Agency. After conditioning, a seed sample of each lot considered for certification must be drawn for testing at the state seed testing laboratory.

Modification No. 2

The original contract did not allow adequate time for delivery of seed ordered in 2011 that requires two years for grow-out, including seed cleaning and testing prior to delivery. This is because most seed is harvested between June 20 through July 20th of a given year and requires cleaning and testing before final delivery. The current final contract delivery date of "seven years after contract award" is xxxxx. Therefore, replace clause 52.216-22 with the following revised version, showing changes in bold to add time adequate to fully harvest, process and deliver seed that was ordered late in the contract term.

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 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 **December 31, 2013**.

## SECTION A – CONTINUATION OF STANDARD FORM 1449

This is a five-year indefinite-delivery, indefinite-quantity contract to supply native grass seed to government agencies. The quantities listed below are an estimate of the grass species and seed amounts anticipated to be ordered by the Bureau of Land Management (BLM) over the entire 5-year ordering period. Contracting Officers from the BLM, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service, located primarily in Oregon, Washington, Idaho and California, are hereby authorized to place delivery orders against this contract.

The Contractor may purchase initial native grass seed from the Government for sowing. The supply of certified native grass seed to the Government is dependent upon the grower's ability to cultivate healthy grass fields with seed from specific sources.

Any offeror interested in Item A shall indicate their interest in the "yes" or "no" line provided under the item. If yes, the offeror shall include information pertinent to supplying small lots in their response to the evaluation criteria in Section L. In addition, offerors indicating "yes" for small lots shall indicate any particular species they do not wish to provide as a small lot. Otherwise, the Government will consider the small lot offer to apply to all items.

For Item A the grower will receive a \$1500 payment per lot each year in addition to the seed produced. For Items B through AD the contractor will receive a one-time payment for each species in each delivery order in the amount of \$500 for the initial year.

Offerors shall enter a unit price under all subitems for which the offeror wishes to be considered for award, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the prices for each delivery order.

The Government will place orders for a quantity of seed by species and geno-type. The grower shall sow the amount of acres necessary to supply the amount of seed ordered within the timeframes specified. Table 2, Section D provides examples of average seed yields by year of uncleaned seed at J. H. Stone Nursery and other references also.

## SECTION B – TECHNICAL SPECIFICATIONS

### B.1.0 GENERAL

The Contractor shall supply source identified (SI) certified native grass seed (local genotype) produced from grow-outs of the seed species listed in Section A, in compliance with the terms and specifications contained herein. The Contractor shall prepare fields, cultivate, harvest, process, and test viability, purity and moisture content of seed lots to meet certification standards as described in the applicable state Seed Certification Pre-Variety Germplasm standards and procedures. The resultant certified seed shall be supplied to the Government based on delivery orders. The seed will be used for restoration projects on Federal lands. Delivery will primarily be made to locations within the state of Oregon.

### B.2.0 DEFINITIONS

DOM – Delivery Order Manager, the Contracting Officer’s representative for the task order.

Ecoregion - A physiographic unit within which physical factors (elevation, climate, soils, topography), and vegetative communities are grouped and identified to the extent that seed movement for a given species can occur with little risk of mal-adaptation. Unit is based on eco-regions developed by the EPA, Ecoregions of the Continental US, Level IV, 5th Draft, and published on the web at:

[ftp://ftp.epa.gov/wed/ecoregions/reg10/pnw\\_map\\_v11.pdf](ftp://ftp.epa.gov/wed/ecoregions/reg10/pnw_map_v11.pdf). See Exhibit A in Section D for Eco-Regions of the Northwest US.

Generation 1 (G1) – The first generation seed produced after wild collection. G0 is wild collected seed, G2 is 2<sup>nd</sup> generation seed, and so on.

Minimum Seed Lot Standards - At the time of delivery, the minimum standards for viability, purity, moisture and PLS for each species.

Native Grass Seed Lot - Initial seed collection of a source-identified, locally adapted grass within an ecoregion and intended for use on projects within the same ecoregion.

Pure Live Seed (PLS) - The percent of viable seed in a seed lot determined after germination and/or Tetrazolium (TZ) tests and purity analysis at a certified lab.

Seed Certifying Agency - A state sanctioned service that develops standards and procedures for certifying crop seed in accordance with AOSCA (Association of Official Seed Certification Agencies) guidelines.

Seed Conditioning - Cleaning seed by a variety of standard methods to remove debris, straw material, weed and other undesirable seed and contaminates, including debearding.

Seed Purity – Standards established for seed quality that include 1) other crop seed, 2)weed seed, 3) noxious weed seed and inert matter. Seed purity standards vary by species, but seed shall contain no state noxious weeds in the state the seed is grown or delivered, and more than 0.1% all state noxious weed seed, 0.1% other crop seed and 0.1% weed seed in each category.

Seed Viability - The amount of live seed as determined from a germination test or TZ test, whichever is greater.

B.3.0 CONTRACTOR-FURNISHED ITEMS

B.3.1 The Contractor shall:

- a. Provide all necessary records, tools, equipment, seed (or purchase from the Government), labor, materials, laboratory tests, transportation, and perform accepted agronomic and other practices necessary to produce native grass seed, including field cultivation, irrigation, weeding and fertilizing the fields, and the application of any necessary herbicides, fungicides, insecticides, and rodenticide, to control and prevent weeds, pathogens, insects, and rodents.
- b. Harvest at the proper time, process, clean, test seed quality, supply and deliver the resultant seed to the Government.

B.3.2 The grow-out fields and field records may require periodic inspection by the Government. Access to the fields and records shall be provided by the Contractor with at least three calendar days advance notice from the Government.

B.3.3 The Contractor may either supply the initial seed needed to establish the acreage required (See Table 2, Section D), or purchase the initial seed from the Government. The Government has seed available for the species and sources required for grow-out.

B.3.4 The Contractor shall determine the quantity of initial seed needed for grow-out to sow the acreage required and request it from the Government to produce the amount of seed requested, based on information provided in Table 2, Section D.

B.3.5 If the Contractor elects to provide initial seed rather than purchase it from the Government, the seed source shall be from the ecoregion designated in the

delivery order and certified by the appropriate State Seed Certifying Agency. The certification standard for all seed shall be Source Identified, Certified Seed. In addition, the initial seed shall be no more than 3<sup>nd</sup> generation removed from wild collected seed.

B.3.6 Contractor shall contact the state Seed Certifying Agency and apply for seedling and seed crop application and inspection by the service for each lot. All state certification requirements, protocols and time-frames described in the seed certification handbook shall be met. All seed delivered to the Government shall be Source Identified seed. Provide the DOM a copy of all seedling, seed crop and field inspection reports.

B.3.7 The Contractor shall pay all certification and seed testing fees.

#### B.4.0 GOVERNMENT-FURNISHED PROPERTY

B.4.1 The Government has initial seed available from locations for which production is ordered. For seed stock provided to the grower from previous production fields by the Government (G1, G2 and G3 seed), the Contractor may exchange supplied seed for an equal amount of seed produced at no cost. For seed provided from wild collections (GO seed) the grower shall purchase from the Government initial seed at \$30.00 per pound. Production expectations of Government-supplied seed are based on the Average Yield/Acre stated in Table 2, Section D (uncleaned seed).

B.4.2 The quantity of initial seed needed by the Contractor for growing shall be subject to approval by the DOM based on recommended sowing rates as shown on Table 2, Section D. Deadline for this information being given to the DOM is August 1 or February 15 of the sowing year.

B.4.3 The Government will provide the following seed lot information to the grower as soon as possible, but not later than August 15 of the sowing year for fall sowing and March 1 for spring sowing for all seed lots provided by the Government:

- 1) species, source location and year of collection
- 2) seed viability and purity percent,
- 3) year tested and testing lab
- 4) certification class

B.4.4 The Government will provide and deliver initial seed identified by species, source and lot number to the Contractor's site, no later than August 15 or March 1 of the sowing year.

B.4.5 The Government will provide the amount of seed the Contractor determines necessary to sow the acreage required that will produce the ordered amount of seed in each task order. Table 2, Section D contains additional summary

information by species which includes the recommended sowing rate, average yield per acre per year, yield ranges by species, and average seed per pound by species.

#### B.5.0 TECHNICAL SPECIFICATIONS

- B.5.1 Seed Lot Identification - Each seed lot is a separate collection. Seed lot identity shall be maintained throughout all stages of seed sowing, field growing, harvesting, conditioning, bagging and shipping. Seed lot codes, grass species name, source location, year of harvest, and the ordering office shall all be included in the identification.
- B.5.2 Records - The Contractor shall maintain and provide to the Government a current record by dates, listing field cultural practices undertaken for this contract upon request. Such records shall include: sowing date and rate; agronomic practices (water, fertilization, weed control) used; dates of fertilization, fungicide and herbicide treatments, water applications (duration and amount); harvest methods, seed conditioning methods and results, and problems encountered during the growing, harvest and conditioning of the seed.
- B.5.3 Sowing and Field Management
- B.5.3.1 The Contractor shall notify the DOM of the initial seed lots it wishes to purchase for each delivery order no later than August 1 for fall sowing or February 15 for spring sowing.
- B.5.3.2 The Contractor shall calculate the amount of seed needed for sowing purposes to yield the anticipated amounts ordered by the Government (see Tables 1 and 2, Section D) considering the seed lot viability percent, average seeds per pound, and purity.
- B.5.3.3 Identify each field or portion of a field with a field marker using either the seed source code from labels on initial seed lots delivered by the Government, or an identification number referenced to the seed lot code.
- B.5.3.4 Provide the DOM a field map or drawing showing the location of all seed lots under cultivation within 30 days of sowing.
- B.5.3.5 Initial seed shall be planted on prepared, cultivated land in distinct rows. The same species shall not have been sown on the same ground within the previous year and in all cases must meet the certification modified land history requirement of seed certification.
- B.5.3.6 Roguing of objectionable weeds, other crops, and off-type plants difficult to separate in cleaning shall be done before inspection. Failure to rogue may

affect certification of the field by the Seed Certifying Agency and acceptance by the Government.

- B.5.3.7 Do not plow lots during the term of the delivery order without prior consent from the Government. Failure to obtain prior permission may affect placement of future delivery orders.
- B.5.3.8 Failure to obtain the average yield per acre as shown by species in Table 1, Section D on any order may affect the Government's decision to place future awards.
- B.5.3.9 The field shall be managed in such conditions so that the seed lot's genetic purity is maintained. Any condition that does not permit adequate inspection to determine genetic purity may be cause for rejection.
- B.5.4 Seed lot Isolation Standards - All cross-pollinator lots and self-pollinator species shall be separated by the isolation standards described in the state certification handbook to maintain an acceptable level of genetic purity. Other standard isolation methods allowed under the state certification handbook, such as border removal, may be permitted with written consent of the DOM.
- B.5.5 Harvesting
  - B.5.5.1 The State Seed Certifying Agency and DOM shall be notified of the approximate date of harvest so that scheduling of field certification can be arranged.
  - B.5.5.2 Seed shall be harvested at the proper time, as conditions allow, and placed in storage.
  - B.5.5.3 The DOM shall be notified within 3 days if weather conditions do not permit harvesting.
- B.5.6 Seed Quality Standards
  - B.5.6.1 The Contractor shall obtain the following seed tests from a state-certified seed lab on each seed-lot produced and arrange for an original seed test report to be provided directly to the DOM by the seed lab:
    - a) seed lot purity including all-states noxious weed test
    - b) seed viability
    - c) moisture test.
  - B.5.6.2 Drawing seed samples for testing shall follow procedures specified by the state Seed Certifying Agency, and by an authorized agent of that agency. After conditioning, a seed sample of each lot considered for certification must

be drawn by a representative of the state Seed Certifying Agency for testing at the state seed testing laboratory.

- B.5.6.3 All seed shall be conditioned to meet purity standards, including debearding of awns if necessary.
- B.5.6.4 The seed produced shall meet minimum viable seed, purity, and PLS standards as shown by species in Table 1, Section D. Seed shall contain no more than 0.1% noxious weed seed, 0.1% other crop and 0.1% weed seed in each category. These maximum weed and other crop standards will not include native species endemic to the eco-region of origin. Seed moisture content shall not exceed 10%. Any seed lots not meeting any of these standards may be rejected.
- B.5.6.5 All lots that are certified as all-states noxious weed free will earn an incentive payment. See B.8.5.5.
- B.5.6.6 Any lot showing seed from a species in the noxious weed category, other crop category or weed category in excess of 0.1%, other than native species endemic to the eco-region of origin, shall be recleaned and the weed seed removed before being resampled and tested.
- B.5.6.7 Seed must be conditioned, sampled, tagged and stored at a warehouse approved by the state seed certifying agency to handle certified seed.

## B.6.0 SEED STORING, PACKING AND MARKING

### B.6.1 Seed Storage

- B.6.1.1 Grass seed shall not be allowed to become wet after harvest while in storage.
- B.6.1.2 Seed shall be stored in a building, shed or warehouse that allows air circulation and is protected from rain, moisture, and rodents or other conditions that would harm the viability of the seed.

### B.6.2 Packing

- B.6.2.1 All processing and bagging of seed shall be completed within 120 days of harvest.
- B.6.2.2 Conditioned grass seed shall be packaged in new sacks meeting specification listed below:

#### Specifications - Paper, Burlap, or Nylon/Plastic Sacks

Style: Sewn bottom, open mouth

Type: Triple-ply, poly-lined, heavy duty paper

Size: As needed to insure that bags weigh less than 60 lbs.

### B.6.3 Marking

All bags shall be tagged and labeled to meet state seed law labeling requirements. All bags shall be tagged with a state certifying agency's certification tag for Source Identified seed (yellow tag). The label shall contain:

- a. the name and address of the Contractor,
- b. the species, weight, seed lot source or identification (number or watershed),
- c. the purity, viability, other crop seed, weed seed, name and amount of restricted noxious weed seed, and test date,
- d. the ordering office, contract number and delivery order number.

Bags shall be sewn closed.

### B.7.0 ACCEPTANCE

B.7.1 Acceptance by the DOM of workmanship and individual seed lots will be final, subject to contract clause 52.212-4 (d) Disputes.

B.7.2 Acceptance of work will be determined by the Contractor's compliance with terms, specifications, and workmanship required by this contract as observed by the DOM and determined by an inspection or certification made at the field site or at time of delivery, except as provided below. Final acceptance will include compliance with the state certification standards of pre-variety germplasm seed of all seed lots.

B.7.3 The State Seed Certifying Agency will inspect all fields to certify acceptance of proper field management at Contractor expense. The certification unit is the entire field as defined in the Certification Handbook.

B.7.4 The Contractor may apply for reinspection on a field that failed to meet the minimum standards. The Contractor must apply and have the cause for rejection corrected before the deadline specified on the inspection report by the Seed Certifying Agency. There will be only one reinspection per field. Additional reinspections will be at the discretion of the Seed Certifying Agency. The Contractor will pay certification fees for reinspections.

B.7.5 The Government may require reconditioning of seed, purchase the seed at a reduced price, or reject a seed lot for the following reasons:

- a. Unacceptable PLS
- b. Presence of crop seed standards in excess of those stated in B.5.6.4.
- c. Lack of record keeping, or any condition that does not permit adequate inspection or seed lot tracking, that places in doubt the identification or source integrity of the seed lot.
- d. Disregard of isolation standards.
- e. Evidence of disease or insect infestation.
- f. Failure to meet seed testing and labeling standards.
- g. A field is harvested before inspection
- h. Failure to meet the state seed certifying agency requirements.
- i. Inadequate storage facilities where seed is stored or damage to seed or loss of viability to seed after packaging.

- B.7.6 Notwithstanding inspection and delivery, the Government reserves the right to make final acceptance of seed lots 20 days after delivery is made. Upon receipt of written notice from the DOM that seed delivered does not meet contract standards and specifications, the Contractor shall within 20 calendar days correct and re-test any seed lots found to be defective.
- B.7.7 If the Contractor fails or refuses to correct defective seed lots within 30 calendar days or a longer period if allowed by the DOM, the Contractor may be declared in Default. If any correction work is performed by the Government with its own forces, the Contractor shall reimburse the Government for cost of labor, materials, use of plant and equipment, and other expenditures directly assignable to the corrective work, plus the cost for Government inspection. If the corrective work is performed by a Contractor other than the supplier and is paid for by the Government on a lump sum basis, the Contractor under this contract shall reimburse the Government the lump sum amount paid, plus the cost for Government inspection.
- B.8.0 MEASUREMENT AND PAYMENT
- B.8.1 The Government agrees to purchase all ordered seed and all overages up to 20% that is delivered and accepted at the price and conditions stated. The Government retains right of first refusal for any additional amount of seed produced at the price stated in the task order.
- B.8.2 The Contractor shall submit invoices for seed delivered in accordance with paragraph B.8.5 below. Payment will then be made by the Government as provided by this section.
- B.8.3 Measurement for payment of seed production will be made on the number of pounds of acceptable seed delivered to the Government in accordance with B.5.6.4. Payment will be made upon the actual quantity of seed delivered up to the quantities shown in the delivery order, plus any overages up to 20%.
- B.8.4 Measurement for payment of delivery amount will be determined by the distance from the field to the delivery site requested by the ordering unit by trip. Each invoice will provide sufficient documentation to verify miles traveled for each trip.
- B.8.5 Payment
- B.8.5.1 Item A - Seed Lots between 0.1 Acre and 0.9 Acres in Size: The Contractor will receive a payment of \$1500 per lot at the end of each year in addition to the payment for any seed produced. The purpose of this payment is for successfully completing all field preparation, sowing and initial establishment and green-up in the spring, less any seed purchase costs incurred from the Government. For each subsequent year the grower will receive a \$1,500 payment at the end of the year in addition to the seed produced. The \$1500 per lot constitutes a payment based upon substantial work completed to establish the field in addition to the price per pound of seed.

B.8.5.2 Items AE – Establishment Year payment for Items B-AD (Seed Lots over 1 Acre in Size): The Contractor will receive a single payment of \$500 per acre for the initial year, less any seed purchase costs incurred from the Government after successfully completing all field preparation, sowing of seed, green-up and crop establishment in the spring. The \$500 per acre constitutes a payment based upon substantial work completed to establish the field in addition to the price per pound of seed. No subsequent year payments will be made.

B.8.5.3 Seed Lots between 0.1 Acre and 0.9 Acres in Size (Bid Item A) – Seed will be purchased at the following rate for seed lots in Item A:  
Lots ordered between 0.1 and 0.4 acres - \$20/lb  
Lots ordered between 0.5 and 0.9 acres - \$15/lb

B.8.5.4 When all seed has been delivered to, and accepted by the Government, the Government will initiate payment in the amount of the bid price per pound times the number of pounds of seed delivered as listed in the task order, less any previous payments and less the deduction of seed purchased by the Contractor from the Government.

B.8.5.5 All lots that are certified as all-states noxious weed free will earn an incentive payment in the amount of \$1.00 per pound.

B.8.5.6 The Government reserves the right to purchase all seed not meeting specifications at a reduced price of the PLS amount times the bid price. The Government will either agree to purchase the seed or relinquish ownership after receiving unacceptable purity, moisture or viability test results.

B.8.5.7 When all seed has been delivered and accepted by the Government, the DOM will initiate payment for delivery costs according to the appropriate delivery item AF1, AF2 or AF3 based on the radius distance from the field.

B.8.5.8 Submission of Invoices - In accordance with the provisions of clause B.8.0 Measurement and Payment, the Contractor shall submit an invoice directly to the DOM. Invoices shall be prepared and submitted for partial and/or final payments.

#### B.9.0 OPTION TO PURCHASE ADDITIONAL SEED

The Government will have the first opportunity to purchase all seed produced in excess of quantities requested in the delivery order at the bid price. The Government will request the seed by October 1 of the harvest year, or make the seed available for sale by the Contractor. If not requested by this date, the Contractor may retain or sell additional seed without compensation to the Government.

#### B.10.0 DELIVERY

- B.10.1 Delivery shall be Free on Board (F.O.B.) destination to the Government location as designated in the delivery order. The truck shall be unloaded by Government personnel.
- B.10.2 The Contractor shall prepare and provide to the DOM a shipping ticket when seed is delivered. The shipping ticket shall contain the name, address and phone number of the contractor and the consignee at the delivery point, contract number, shipping date, seed lot number(s), number of bags per lot, pounds of seed per bag per lot, and total pounds of seed per lot.
- B.10.3 The Contractor shall be responsible for all seed produced for the Government and any and all damage occurring in transit until delivered to the Government.
- B.10.4 Provide at least 2 working days notice prior to delivery of seed.
- B.11.0 PERFORMANCE TIME

The period of the contract will be from award to completion of delivery, not later than December 31, 5 years after date of contract award. The following dates are deadlines set out in other parts of this contract for fall and spring sowing.

July 15 or February 1 of the sowing year - The Government will place a task order for the species and quantities of native grass seed ordered.

July 15 - The Government will notify the Contractor of any acreage and lots no longer need for seed production.

August 1 or February 15 of the sowing year - The Contractor shall provide a list of initial seed lots from the delivery order that it wishes to purchase from the Government.

August 1 or February 15 of the sowing year - The Contractor shall determine the amount of initial seed needed for sowing and notify the Government.

August 15 or March 1 of the sowing year - The Government will deliver all initial seed by lot number to the Contractor's site and provide the following information on all purchased initial seed lots: viability percent, average seeds per pound, purity percent, species, seed location and elevation, year of collection, year tested, certification class, and testing lab.

Within 30 days of sowing - The Contractor shall provide the DOM with a map or drawing showing the field location of all initial seed lots included in the delivery order.

Within 60 days of sowing - The Contractor shall provide the DOM with photocopy(ies) of applications to seed certification

Within 20 days of seed delivery - The Government will accept or reject the seed.

B.12.0 PLACEMENT OF TASK ORDERS

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for offices identified on the Schedule of Items may also place orders. The CO will consider price and past performance on this contract in determining placement of subsequent task orders. When past performance histories of awarded contractors are considered relatively close, price will be a major selection factor.

B.13.0 RESPONSIBILITIES OF AUTHORIZED REPRESENTATIVE

The Contracting Officer's Representative (COR) is the on-the-ground administrator for the Contracting Officer (CO). The extent of and restrictions to the COR's authority 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.

B.14.0 PROSECUTION OF WORK

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 CO 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 CO shall have the right to select the sequence in which the individual projects will be completed.

B.15.0 SUBCONTRACTS

B.15.1 If the Contractor desires to subcontract work under the contract, it shall obtain the CO'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.

B.15.2 The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

1510-52.216-70 Task Order Ombudsman

The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, P.O. Box 2965, Portland, OR

97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address stephanie\_coleman@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR062024, Native Grass Seed Supply. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

## SECTION C - CONTRACT CLAUSES

### 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for in the delivery order will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

50% increase

50% decrease

This increase or decrease shall apply to each quantity specified in the delivery order.

### 52.212-4 CONTRACT TERMS AND CONDITIONS-- (SEPT 2005) COMMERCIAL ITEMS (incorporated by reference)

(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. 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 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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO (SEPT 2005)  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS

(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 (Jul 1995), 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 (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (Jun 2003) of 52.219-5.

(iii) Alternate II (Jun 2003) of 52.219-5.

(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 (Jul 2005) (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)(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.

(11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business SetpAside (May 2004).

(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(23) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

(27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

(28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

(29) 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)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr

2003) (46 U.S.C. Appx 1241 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 , as Am ended (July 2005) (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) (May 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(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 \$500,000 (\$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 (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (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, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 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 five 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, 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 \$3000, 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 a single item in excess of 50% of the estimated quantity of any item ;

(2) Any order for a combination of items in excess of 50% of the estimated quantities of the combination of items; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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 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 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 seven years following contract award.

1452.203-70 RESTRICTION ON ENDORSEMENTS -  
DEPARTMENT OF THE INTERIOR

(JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

## SECTION D – CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Table 1- Minimum Seed Standards Table (separate attachment)

Table 2 - Grass Species Yield Table (separate attachment with notes the following page)

Exhibit A - Eco-regions of the Northwest United States<sup>5<sup>th</sup></sup> Draft, Level III and IV

Sample Delivery Order

**TABLE 2**  
**Grass Species Yield Table**

1. Average Seed Yield /Acre and Range - Pounds Per Acre Range amounts are based on **uncleaned seed.**
2. The quantities are averages over various years of production at J Herbert Stone Nursery, RRNF under nursery growing conditions and NRCS Plant Material Center information. These average yield range figures are intended to provide an approximation of seed production by species. Seed yields cultivated under field conditions may vary.
3. Sowing rates vary by grower and field conditions. Irrigated fields are generally sowed at higher rates than dry lands. The sowing rate would be determined by the grower.

EXHIBIT A  
ECO-REGIONS OF THE NORTHWEST UNITED STATES  
5<sup>th</sup> DRAFT, LEVEL III AND IV

Specific Breeding Units

1. Coast Range - within:
  - a. Coastal Lowlands
  - b. Coastal Uplands
  - d. Volcanics
  - f. Willapa Hills
  - g. Mid-Coastal Sedimentary
  - h. Southern Oregon Coastal Mountains
  
3. Willamette Valley - within:
  - a. Portland/Vancouver Basin
  - b. Willamette River and Tributaries Gallery Forest
  - c. Prairie Terraces
  - d. Valley Foothills
  
4. Cascades - within:
  - a. Western Cascades Lowlands and Valleys
  - b. Western Cascades Montane Highlands
  - c. Cascade Crest Montane Forest
  - d. Cascade Subalpine/Alpine
  - e. High southern Cascades Montane Forest
  - f. Umpqua Cascades
  - g. Southern Cascades
  
9. Eastern Cascade Slopes and Foothills - within:
  - a. Yakima Plateau and Slopes
  - b. Grand Fir Mixed Forests
  - c. Oak/Conifers Eastern Cascades-Columbia Foothills
  - d. Ponderosa Pine/Bitterbrush Woodland
  - e. Pumice Plateau Forest
  - f. Cold Wet Pumice Plateau Basin
  - g. Klamath/Goose Lake Warm Wet Basins
  - h. Fremont Pine/Fir forest
  - i. Southern Cascade Slope
  - j. Klamath Juniper/Ponderosa Pine Woodland

10. Columbia Basin - within:
  - a. Channeled Scablands
  - b. Scabland Loess Islands
  - c. Umatilla Plateau
  - d. Okanogan Drift Hills
  - e. Pleistocene Lake Basin
  - f. Dissected Loess Uplands
  - g. Yakima Folds
  - h. Palouse Hills
  - i. Deep Loess Foothills
  - j. Nez Perce Prairie
  - k. Deschutes/John Day Canyons
  - l. Lower Snake and Clearwater Canyons
  - m. Okanogan Valley
  
11. Blue Mountains - within:
  - a. John Day/Clarno Uplands
  - b. John Day/Clarno Highlands
  - c. Maritime-Influenced Zone
  - d. Melange
  - e. Wallowas/Seven Devils Mountains
  - f. Canyons and Dissected Highlands
  - g. Canyons and Dissected Uplands
  - h. Continental Zone Highlands
  - i. Continental Zone Foothills
  - k. Blue Mountain Basins
  - l. Mesic Forest Zone
  - m. Subalpine Zone
  - n. Deschutes River Valley
  - o. Cold Basins
  
12. Snake River Plain - within:
  - a. Treasure Valley
  - b. Lava Fields
  - c. Camas Prairie
  - d. Dissected Plateaus and Teton Basin
  - e. Upper Snake River Plain
  - f. Semiarid Foothills
  - g. Eastern Snake River Basalt Plains
  - h. Mountain Home Uplands
  - i. Magic Valley
  - j. Unwooded Alkaline Foothills

78. Klamath Mountains - within:
  - a. Rogue/Illinois Valley
  - b. Siskiyou Foothills
  - c. Umpqua Interior Foothills
  - d. Serpentine Siskiyou
  - e. Inland Siskiyou
  - f. Coastal Siskiyou
  - g. Klamath River Ridges
  
80. Northern Basin and Range - within:
  - a. Dissected High Lava Plateau
  - b. Sagebrush Steppe-and Woodland-Covered Hills and Low Mountains
  - c. High Elevation Forests and Shrublands
  - d. Pluvial Lake Basins
  - e. High Desert Wetlands
  - f. Owyhee Uplands and Canyons
  - g. High Lava Plains
  - h. Saltbrush -Dominated Valleys
  - i. Sagebrush Steppe Valleys
  - j. Semiarid Uplands
  - k. Partly Forested Mountain

**DELIVERY ORDER**

To: Good Old Family Farms  
 1640 Loop Rd  
 Albany, OR. 97321  
 Telephone #

From: Bureau of Land Mgmt.  
 Branch of Procurement Mgmt.  
 3040 Biddle Road  
 Medford, Oregon 97504

Contract No: HAC06XXXX

Requesting Office: Medford District  
 Task Order No:  
 Task Order Date: 09-02-06

<u>Item No.</u>	<u>Species</u>	<u>Eco region</u> <u>Zone</u>	<u>Acres</u>	<u>Estimated Quantity</u> <u>Seed</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
U Blue	Wildrye ( <i>Elymus glaucus</i> )						
U1 Initial	Year	78e	3 AC	1600	LB	\$ 9.00	\$14,400.00
	<u>Noxious Weed Free Bonus</u>			1600	LB	\$1.00	\$1600.00
<b>GRASS SEED TOTAL:</b>							<b>\$16,000.00</b>

PERFORMANCE TIME: 13 months

ESTIMATED START WORK ITEM U: September 30, 2006

Delivery Order Manager:

\*\*\*\*\*  
 \*\*\*\*\*

Accounting and Appropriation Data:  
 \$16,000.00 OR112-6650-NP-NPAV-252Z

\*\*\*\*\*  
 \*\*\*\*\*

\_\_\_\_\_  
 Name and Title of Contractor

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

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Contracting Officer's Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date