

AWARD DATA

Combined Cone Collection, Indefinite-Delivery, Indefinite-Quantity
One Year with an Option to Extend for 4 Additional Years
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.

Contract No. L08PC90387 (HAC084A00) Item Nos. 1-15 Contractor: Rue Forest Contracting 36225 Hwy 213 Molalla, OR 97038 Contact: Larry Rue Phone: 503-829-4150 Fax: 503-829-3250 Orders may be placed through: 8/1 Maximum TO limit: \$100,000 Past Performance: Good	Contract No. L08PC90388 (HAC084B00) Item Nos. 11-19 Contractor: NCQ Reforestation PO Box 1416 Medford, OR 97501 Contact: Norberto Cuevas Phone: 541-779-6737 Fax: 541-773-9765 Orders may be placed through: 8/27/2009 Maximum TO limit: \$100,000 Past Performance: Good
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BLM contact: Bradley C. Sheehan, Contract Specialist, 503-808-6224

For Section D pictures, maps and tables call 503-808-6359.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

0003

06/10/2010

6. ISSUED BY

CODE

LHA

7. ADMINISTERED BY (If other than Item 6)

CODE

LHA

BLM OR-STATE OFC PROC MGT BR (OR952)
333 SW 1ST AVENUE
PORTLAND OR 97204

BLM OR STATE OFC PROC MGMT-OR952
333 SW 1ST AVENUE
PORTLAND OR 97204

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

RUE FOREST CONTRACTING
Attn: Attn Government POC
36225 HIGHWAY 213
WOLALLA OR 97038-7570

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
L08PC90387

10B. DATED (SEE ITEM 13)

CODE 0070148085

FACILITY CODE

08/18/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Clause 52.217-9 Option to extend the term of the contract.

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Combined Cone Collection, Indefinite-Delivery, Indefinite-Quantity, Salem and Eugene Districts, Oregon is modified as follows:

The purpose of this modification is to exercise the option to extend the term of the contract for Option Year 2 for the period from August 19, 2010 through August 18, 2011.

Legacy Doc #: HAC084A00

FOB: Destination

Period of Performance: 08/19/2009 to 08/18/2011

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Bradley C Sheehan

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

06/15/2010

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
L08PC90387/0003

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
RUE FOREST CONTRACTING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Change Item 00001 to read as follows (amount shown is the obligated amount):</p> <p>See Attached Section A Obligated Amount: \$0.00</p> <p>Period of performance is estimated.</p>				

A. In accordance with Section C, contract clause 52.212-4 Changes, make the following changes:

1) B.5.5 Add the following:

Workers shall not damage tree tags or tree tag nails. Workers shall use ladders to climb into trees.

2) B.6.3 Delete 6.3 in its entirety and replace with the following:

Workers shall lower bags or other approved containers from a tree to the ground with a rope. Workers shall not drop bags or other approved containers to the ground. Tarp collections will not be permitted.

3) B.9.0 Delete the statement: (sentences six and seven)

The Contractor will only be responsible for turning cone bags for the period of time they are on-site collecting cones; the Government will be responsible for turning cone bags upon completion of cone collection activities by the Contractor. See bag turning example in Section D.

And replace with:

The Contractor shall be responsible for turning bags for the entire period of time they are on-site collecting cones and for a period of seven days after they have finished collecting cones. See attached Revised bag turning example.

4) B.6.4 Add the Following:

B.6.4.1 Horning

Collection of bagged western white pine cones will differ from the usual method of cone picking. Contractor shall nip and carefully remove and discard bar tie and batting at neck of nylon bag covering the cones. Some seed may have shed from the cones and will be loose in the bag. Contractor shall use great care to ensure cones and any seed shall be contained in the bag after it is removed from the tree and before the cones and loose seed are poured, measured and bagged at 0.50 bushel.

OPTION YEAR 1

1	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)</u>				
1D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$36.00</u>	<u>\$36,000.00</u>
1E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$33.00</u>	<u>\$99,000.00</u>
1F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$27.00</u>	<u>\$162,000.00</u>
2	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)</u>				
2D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$36.00</u>	<u>\$ 36,000.00</u>
2E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$33.00</u>	<u>\$ 99,000.00</u>
2F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$27.00</u>	<u>\$ 162,000.00</u>
3	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)</u>				
3D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$38.00</u>	<u>\$ 38,000.00</u>
3E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$34.00</u>	<u>\$ 102,000.00</u>
3F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$27.00</u>	<u>\$ 162,000.00</u>
4	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)</u>				
4D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$38.00</u>	<u>\$ 38,000.00</u>
4E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$34.00</u>	<u>\$ 102,000.00</u>
4F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$27.00</u>	<u>\$ 162,000.00</u>
5	<u>Douglas-fir Cone Collection - Horning - Cone Bag Turning For Seven Days After Collections</u>				
5D	Minor Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.45</u>	<u>\$ 450.00</u>
5E	Normal Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.39</u>	<u>\$ 1,170.00</u>
5F	Major Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.39</u>	<u>\$ 2,340.00</u>

6 Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)

6D	Minor Collection (Less Than 20 Bu.)	5	Bu.	<u>\$417.00</u>	<u>\$2,085.00</u>	_____
6E	Normal Collection (20-50 Bu.)	30	Bu.	<u>\$340.00</u>	<u>\$10,200.00</u>	_____
6F	Large Collection (Greater Than 50 Bu.)	80	Bu.	<u>\$320.00</u>	<u>\$25,600.00</u>	_____

9 Western White Pine - Horning - Unstimulated Orchards (Bulk Collection) w/ Bag Removal

9D	Minor Collection (Less Than 50 Bu.)	30	Bu.	<u>\$43.00</u>	<u>\$1,290.00</u>	_____
9E	Normal Collection (50-100 Bu.)	80	Bu.	<u>\$40.00</u>	<u>\$3,200.00</u>	_____
9F	Large Collection (Greater Than 100 Bu.)	120	Bu.	<u>\$40.00</u>	<u>\$4,800.00</u>	_____

11. Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Clonal Collection)

11D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$43.00</u>	<u>\$43,000.00</u>	_____
11E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$38.00</u>	<u>\$114,000.00</u>	_____
11F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$36.00</u>	<u>\$216,000.00</u>	_____

12. Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)

12D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$43.00</u>	<u>\$43,000.00</u>	_____
12E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$38.00</u>	<u>\$114,000.00</u>	_____
12F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$36.00</u>	<u>\$216,000.00</u>	_____

13. Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)

13D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$45.00</u>	<u>\$45,000.00</u>	_____
13E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$39.00</u>	<u>\$117,000.00</u>	_____
13F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$36.00</u>	<u>\$216,000.00</u>	_____

14. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)**

14D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$45.00</u> \$	<u>45,000.00</u>
14E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$39.00</u> \$	<u>117,000.00</u>
14F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$36.00</u> \$	<u>216,000.00</u>

15 **Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning For Seven Days After Collections**

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.49</u> \$490.00	_____
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.43</u> \$1,290.00	_____
15F	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.43</u> \$	<u>2,580.00</u>

OPTION YEAR 2

1	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)</u>				
1D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$37.00</u>	<u>\$37,000.00</u>
1E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$33.00</u>	<u>\$99,000.00</u>
1F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$28.00</u>	<u>\$168,000.00</u>
2	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)</u>				
2D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$37.00</u>	<u>\$ 37,000.00</u>
2E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$33.00</u>	<u>\$ 99,000.00</u>
2F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$28.00</u>	<u>\$ 168,000.00</u>
3	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)</u>				
3D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$39.00</u>	<u>\$ 39,000.00</u>
3E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$34.00</u>	<u>\$ 102,000.00</u>
3F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$28.00</u>	<u>\$ 168,000.00</u>
4	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)</u>				
4D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$39.00</u>	<u>\$ 39,000.00</u>
4E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$34.00</u>	<u>\$ 102,000.00</u>
4F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$28.00</u>	<u>\$ 168,000.00</u>
5	<u>Douglas-fir Cone Collection - Horning - Cone Bag Turning For Seven Days After Collections</u>				
5D	Minor Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.46</u>	<u>\$ 460.00</u>
5E	Normal Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.40</u>	<u>\$ 1,200.00</u>
5F	Major Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.40</u>	<u>\$ 2,400.00</u>

6 **Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6D	Minor Collection (Less Than 20 Bu.)	5	Bu.	<u>\$430.00</u>	<u>\$2,150.00</u>	_____
6E	Normal Collection (20-50 Bu.)	30	Bu.	<u>\$350.00</u>	<u>\$10,500.00</u>	_____
6F	Large Collection (Greater Than 50 Bu.)	80	Bu.	<u>\$330.00</u>	<u>\$26,400.00</u>	_____

9 **Western White Pine - Horning - Unstimulated Orchards (Bulk Collection) w/ Bag Removal**

9D	Minor Collection (Less Than 50 Bu.)	30	Bu.	<u>\$44.00</u>	<u>\$1,320.00</u>	_____
9E	Normal Collection (50-100 Bu.)	80	Bu.	<u>\$41.00</u>	<u>\$3,280.00</u>	_____
9F	Large Collection (Greater Than 100 Bu.)	120	Bu.	<u>\$41.00</u>	<u>\$4,920.00</u>	_____

11. **Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Clonal Collection)**

11D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$44.00</u>	<u>\$44,000.00</u>	_____
11E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$39.00</u>	<u>\$117,000.00</u>	_____
11F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	<u>\$222,000.00</u>	_____

12. **Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)**

12D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$44.00</u>	<u>\$44,000.00</u>	_____
12E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$39.00</u>	<u>\$117,000.00</u>	_____
12F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	<u>\$222,000.00</u>	_____

13. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)**

13D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$46.00</u>	<u>\$46,000.00</u>	_____
13E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$40.00</u>	<u>\$120,000.00</u>	_____
13F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	<u>\$222,000.00</u>	_____

14. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)**

14D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$46.00</u>	\$	<u>46,000.00</u>
14E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$40.00</u>	\$	<u>120,000.00</u>
14F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	\$	<u>222,000.00</u>

15 **Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning For Seven Days After Collections**

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.50</u>	\$500.00	_____
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.44</u>	\$1,320.00	_____
15F	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.44</u>	\$	<u>2,640.00</u>

OPTION YEAR 3

1	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)</u>				
1D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$38.00</u>	<u>\$38,000.00</u>
1E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$34.00</u>	<u>\$102,000.00</u>
1F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	<u>\$174,000.00</u>
2	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)</u>				
2D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$38.00</u>	<u>\$ 38,000.00</u>
2E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$34.00</u>	<u>\$ 102,000.00</u>
2F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	<u>\$ 174,000.00</u>
3	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)</u>				
3D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$40.00</u>	<u>\$ 40,000.00</u>
3E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$35.00</u>	<u>\$ 105,000.00</u>
3F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	<u>\$ 174,000.00</u>
4	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)</u>				
4D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$40.00</u>	<u>\$ 40,000.00</u>
4E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$35.00</u>	<u>\$ 105,000.00</u>
4F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	<u>\$ 174,000.00</u>
5	<u>Douglas-fir Cone Collection - Horning - Cone Bag Turning For Seven Days After Collections</u>				
5D	Minor Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.47</u>	<u>\$ 470.00</u>
5E	Normal Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.41</u>	<u>\$ 1,230.00</u>
5F	Major Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.41</u>	<u>\$ 2,400.00</u>

6 **Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6D	Minor Collection (Less Than 20 Bu.)	5	Bu.	<u>\$440.00</u>	<u>\$2,200.00</u>	_____
6E	Normal Collection (20-50 Bu.)	30	Bu.	<u>\$360.00</u>	<u>\$10,800.00</u>	_____
6F	Large Collection (Greater Than 50 Bu.)	80	Bu.	<u>\$350.00</u>	<u>\$28,000.00</u>	_____

9 **Western White Pine - Horning - Unstimulated Orchards (Bulk Collection) w/ Bag Removal**

9D	Minor Collection (Less Than 50 Bu.)	30	Bu.	<u>\$45.00</u>	<u>\$1,350.00</u>	_____
9E	Normal Collection (50-100 Bu.)	80	Bu.	<u>\$42.00</u>	<u>\$3,360.00</u>	_____
9F	Large Collection (Greater Than 100 Bu.)	120	Bu.	<u>\$42.00</u>	<u>\$5,040.00</u>	_____

11. **Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Clonal Collection)**

11D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$45.00</u>	<u>\$45,000.00</u>	_____
11E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$40.00</u>	<u>\$120,000.00</u>	_____
11F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	<u>\$222,000.00</u>	_____

12. **Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)**

12D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$45.00</u>	<u>\$45,000.00</u>	_____
12E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$40.00</u>	<u>\$120,000.00</u>	_____
12F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$38.00</u>	<u>\$228,000.00</u>	_____

13. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)**

13D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$47.00</u>	<u>\$47,000.00</u>	_____
13E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$41.00</u>	<u>\$123,000.00</u>	_____
13F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$38.00</u>	<u>\$228,000.00</u>	_____

14. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)**

14D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$47.00</u>	\$	<u>47,000.00</u>
14E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$41.00</u>	\$	<u>123,000.00</u>
14F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	\$	<u>222,000.00</u>

15 **Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning For Seven Days After Collections**

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.51</u>	\$510.00	_____
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.44</u>	\$1,320.00	_____
15F	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.44</u>	\$	<u>2,640.00</u>

OPTION YEAR 4

1 Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)

1D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$39.00</u>	<u>\$39,000.00</u>	_____
1E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$33.00</u>	<u>\$99,000.00</u>	_____
1F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	<u>\$174,000.00</u>	_____

2 Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)

2D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$39.00</u>	\$	<u>39,000.00</u>
2E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$33.00</u>	\$	<u>99,000.00</u>
2F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	\$	<u>174,000.00</u>

3 Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)

3D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$41.00</u>	\$	<u>41,000.00</u>
3E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$36.00</u>	\$	<u>108,000.00</u>
3F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	\$	<u>174,000.00</u>

4 Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)

4D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$41.00</u>	\$	<u>41,000.00</u>
4E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$36.00</u>	\$	<u>108,000.00</u>
4F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$29.00</u>	\$	<u>174,000.00</u>

5 Douglas-fir Cone Collection - Horning - Cone Bag Turning For Seven Days After Collections

5D	Minor Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.48</u>	\$	<u>480.00</u>
5E	Normal Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.42</u>	\$	<u>1,260.00</u>
5F	Major Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.42</u>	\$	<u>2,520.00</u>

6 **Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6D	Minor Collection (Less Than 20 Bu.)	5	Bu.	<u>\$460.00</u>	<u>\$2,300.00</u>	_____
6E	Normal Collection (20-50 Bu.)	30	Bu.	<u>\$370.00</u>	<u>\$11,100.00</u>	_____
6F	Large Collection (Greater Than 50 Bu.)	80	Bu.	<u>\$350.00</u>	<u>\$28,000.00</u>	_____

9 **Western White Pine - Horning - Unstimulated Orchards (Bulk Collection) w/ Bag Removal**

9D	Minor Collection (Less Than 50 Bu.)	30	Bu.	<u>\$45.00</u>	<u>\$1,350.00</u>	_____
9E	Normal Collection (50-100 Bu.)	80	Bu.	<u>\$43.00</u>	<u>\$3,440.00</u>	_____
9F	Large Collection (Greater Than 100 Bu.)	120	Bu.	<u>\$43.00</u>	<u>\$5,160.00</u>	_____

11. **Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Clonal Collection)**

11D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$46.00</u>	<u>\$46,000.00</u>	_____
11E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$41.00</u>	<u>\$123,000.00</u>	_____
11F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$38.00</u>	<u>\$228,000.00</u>	_____

12. **Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)**

12D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$46.00</u>	<u>\$46,000.00</u>	_____
12E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$41.00</u>	<u>\$123,000.00</u>	_____
12F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$39.00</u>	<u>\$234,000.00</u>	_____

13. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)**

13D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$48.00</u>	<u>\$48,000.00</u>	_____
13E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$42.00</u>	<u>\$126,000.00</u>	_____
13F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$39.00</u>	<u>\$234,000.00</u>	_____

14. **Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)**

14D	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	<u>\$47.00</u>	\$	<u>47,000.00</u>
14E	Normal Collection (1501-5000 Bu.)	3000	Bu.	<u>\$42.00</u>	\$	<u>126,000.00</u>
14F	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	<u>\$37.00</u>	\$	<u>222,000.00</u>

15 **Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning For Seven Days After Collections**

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	<u>\$0.52</u>	\$520.00	_____
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	<u>\$0.45</u>	\$1,350.00	_____
15F	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	<u>\$0.45</u>	\$	<u>2,700.00</u>

Horning and Tyrrell Orchards Example of Contractor Timelines for Turning

(Assumes Cone Collection is Completed in 12 days & Contractor Picks 250 bu./day)

	Day	Bushels Collected	Bushels to Turn	Approximate Number of Bags to Turn/Day	Estimated Turning Time (minutes) for 14 Person Crew	Responsible Party for Turning Cone Bags
Cone Collection Contract Period	1	250	0	0	0	Contractor
	2	250	250	525	3.15	
	3	250	500	1050	6.30	
	4	250	750	1575	9.45	
	5	250	1000	2100	12.60	
	6	250	1250	2625	15.75	
	7	250	1500	3150	18.90	
	8	250	1750	3675	22.05	
	9	250	1750	3675	22.05	
	10	250	1750	3675	22.05	
	11	250	1750	3675	22.05	
	12	250	1750	3675	22.05	
	13	0	1750	3675	22.05	
	14	0	1500	3150	18.90	
	15	0	1250	2625	15.75	
	16	0	1000	2100	12.60	
	17	0	750	1575	9.45	
	18	0	500	1050	6.30	
	19	0	500	1050	6.30	
	20	0	250	525	3.15	

Time study correlation shows that a 14 person crew could turn 1000 bags in 5-6 minutes.

A. In accordance with Section C, contract clause 52.212-4 Changes, make the following changes:

1) B.5.5 Add the following:

Workers shall not damage tree tags or tree tag nails. Workers shall use ladders to climb into trees.

2) B.6.3 Delete 6.3 in its entirety and replace with the following:

Workers shall lower bags or other approved containers from a tree to the ground with a rope. Workers shall not drop bags or other approved containers to the ground. Tarp collections will not be permitted.

3) B.9.0 Delete the statement: (sentences six and seven)

The Contractor will only be responsible for turning cone bags for the period of time they are on-site collecting cones; the Government will be responsible for turning cone bags upon completion of cone collection activities by the Contractor. See bag turning example in Section D.

And replace with:

The Contractor shall be responsible for turning bags for the entire period of time they are on-site collecting cones and for a period of seven days after they have finished collecting cones. See attached Revised bag turning example.

15 Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning For Seven Days After Collections

Option Year One

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$1.78	\$1,780.00
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	\$1.14	\$3,420.00
15F Large	Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$0.91	\$5,460.00

Option Year Two

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$1.79	\$1,790.00
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	\$1.16	\$3,480.00
15F Large	Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$0.93	\$5,580.00

Option Year Three

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$1.81	\$1,810.00
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	\$1.18	\$3,540.00
15F Large	Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$0.96	\$5,760.00

Option Year Four

15D	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$1.84	\$1,840.00
15E	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	\$1.20	\$3,600.00
15F Large	Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$0.99	\$5,940.00

TOTAL AMOUNT, Option Years 1 through 4 - Items 15D, 15E, and 15F \$44,000.00

Tyrrell Orchard
Example of Contractor Timelines for Turning

(Assumes Cone Collection is Completed in 12 days & Contractor Picks 250 bu./day)

	Day	Bushels Collected	Bushels to Turn	Approximate Number of Bags to Turn/Day	Estimated Turning Time (minutes) for 14 Person Crew	Responsible Party for Turning Cone Bags
Cone Collection Contract Period	1	250	0	0	0	Contractor
	2	250	250	525	3.15	
	3	250	500	1050	6.30	
	4	250	750	1575	9.45	
	5	250	1000	2100	12.60	
	6	250	1250	2625	15.75	
	7	250	1500	3150	18.90	
	8	250	1750	3675	22.05	
	9	250	1750	3675	22.05	
	10	250	1750	3675	22.05	
	11	250	1750	3675	22.05	
	12	250	1750	3675	22.05	
	13	0	1750	3675	22.05	
	14	0	1500	3150	18.90	
	15	0	1250	2625	15.75	
	16	0	1000	2100	12.60	
	17	0	750	1575	9.45	
	18	0	500	1050	6.30	
	19	0	500	1050	6.30	
	20	0	250	525	3.15	

Time study correlation shows that a 14 person crew could turn 1000 bags in 5-6 minutes.

Modification No. 1

July 16, 2009

In accordance with the terms of the subject contract in Section C, Clause 52.217-9, entitled, "Option to Extend the Term of the Contract" (MAR 2000), this letter serves as the Government's written notice that it is the intention of the Government to exercise the Option. The clause states in part, "The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires."

Therefore, as a preliminary notice was not sent to your firm 60 calendar days prior to the contract expiring for the Base Year.

The purpose of this modification is to exercise the option to extend the term of the contract for Option Year One for the period of August 29, 2009 through August 28, 2010.

Since this is an IDIQ contract, no additional funding has been supplied at this time.

- A. Pre-proposal Conference - This amendment further clarifies the Government responses to questions addressed during the pre-proposal conferences held at the Horning Seed Orchard on Tuesday July 8, and Tyrrell Seed Orchard on Friday July 11, 2008.

The following people were in attendance:

Larry Rue	Rue Forest Contracting	Michele Finch	Horning BLM
Raul Alvarez	Evergreen Reforestation	Mike Tymkowicz	Horning BLM
Bradley Sheehan	Oregon State Office BLM	Lisa Bond	Horning BLM
Davis Hovland	Tyrrell BLM	Larry Johnston	Tyrrell BLM

- B. The tour of the Horning Seed Orchard on the Salem District BLM consisted of reviewing the solicitation, viewing a Government furnished 0.5 bushel (bu.) grain bucket, graduated in tenths, and viewing 5 orchards in two Sections to be picked this August and September. The tour of the cone storage facilities consisted of the second floor cone loft with conveyor belt, wheeled racks, and the ground level cone shed. Approximately 1100 bu. can be stored in the cone loft. The orchards to be picked are Noble Fir, B-50 and B-51; and Douglas-fir C-10, I-30, and I-33. All orchards to be picked will be grazed or mowed prior to collection activities. It is anticipated that approximately 1,000 bushels will be picked. Light colored nylon mesh sacks holding 0.5 bu. will be used for the collections. See Cone Survey Chart for Horning, added by Amendment No. 1
- C. The tour of the Tyrrell Seed Orchard on the Eugene District BLM consisted of reviewing the solicitation, touring the cone storage facilities which are all ground level, and examining a Government furnished 0.5 bushel (bu.) rigid bucket graduated in 0.1 bu. increments. The tour consisted of visiting all of the 24 orchards at Tyrrell, which includes the 15 Douglas-fir orchards to be picked beginning in August. All orchards to be picked will be mowed prior to collection activities. It is anticipated that approximately 4,000 bushels will be picked. Light colored nylon mesh sacks holding 0.5 bu. will be used for the collections. See Cone Survey Chart for Tyrrell, added by Amendment No. 1.

The distance from the road junction in Section 9 (between McKenzie High and North Umpqua 4&5) back to the Administrative Site /compound in Section 21 is approximately three (3) road miles. Most of the picking in August 2008 will occur in Section 9.

- D. During the review of the solicitation, the following points were discussed:

SECTION A - CONTINUATION OF STANDARD FORM 1449

Pages 1-3 are available from the printer friendly icon in IDEAS.

Page 9 lists the performance times for all of the Items.

Pages 4-9 are for the base year, Pages 10-33 are for option years 1-4.

Page 34 states that this is a one (1) year IDIQ contract, with options to renew for up to an additional four (4) years.

Items 1,2,3,4, and 5 are a group and labeled (All or None). You must submit an offer on all of the Items for a group, but you do not have to submit an offer for all of the groups.

You may submit an offer only on the Horning Seed Orchard, Items 1-5 or 6-10, the Tyrrell Seed Orchard Items 11-15 or 16-19, or the Eugene Field Collections, Items 20-25. You must also submit prices for the option years.

Page 34 states that task orders will be issued after award of the base contract(s). The Government may make single or multiple awards. The total value of all awarded contracts will not exceed \$1,000,000.00. Award of more than one Item will require simultaneous performance. Please note the minimum guarantees for each species group.

Page 35 has a line to insert a maximum task order amount. Offerors are to review Section E and submit a technical proposal as required.

SECTION B - STATEMENT OF WORK

B.2.0 DEFINITIONS

Clean Picked means less than 25 cones remaining on a tree after picking.

Minor Species - For purposes of this solicitation, all species to be collected other than Douglas-fir. Added by Amendment No. 1.

B.5.3 states that cone collection in orchards will not necessarily proceed row by row, and that some scattered trees may need to be picked at a later time.

B.7.1 Contractor shall designate one specific person as the bagger to be responsible for measuring, bagging and identifying cones. This is very important for quality control.

B.7.3 states procedures for tapping graduated buckets and settling cones for an accurate measurement. Cones will be measured to the nearest 0.1 (one-tenth) bushel.

B.8.0 Contractor is to transport cones to the designated location on a daily basis.

B.9.0 Please note the requirement for Douglas-fir bag turning, Items 5 and 15. This Item is required for seven (7) days after the cones are picked.

B.11.3 states that inaccurate measurement of cones will require that all bags delivered that day will be remeasured by the Contractor, at no additional cost to the Government.

B.13.2 states that Field Collections (Items 20-25 only) will be paid for tree climbing on a per tree basis and for cone collection on a one-half (0.5) bushel basis.

E. The solicitation will be amended as follows:

B.2.0 DEFINITIONS

add: Minor Species - For purposes of this solicitation, all species to be collected other than Douglas-fir.

SECTION D - LIST OF ATTACHMENTS

add: Cone Survey for 2008 Douglas-fir and Noble fir Cone Collection- Horning Seed Orchard

add: Cone Survey for 2008 Douglas-fir Cone Collection- Tyrrell Seed Orchard

SECTION A - CONTINUATION OF STANDARD FORM 1449

<u>Item</u>	<u>Description</u>	<u>Est.</u> <u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u> <u>Amount</u>
BASE YEAR					
1.	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)</u>				
1A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____	\$ _____
1B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____	\$ _____
1C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____	\$ _____
2.	<u>Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)</u>				
2A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____	\$ _____
2B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____	\$ _____
2C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____	\$ _____
3.	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)</u>				
3A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____	\$ _____
3B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____	\$ _____
3C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____	\$ _____
4.	<u>Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)</u>				
4A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____	\$ _____
4B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____	\$ _____
4C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____	\$ _____
5.	<u>Douglas-fir Cone Collection - Horning - Cone Bag Turning</u>				
5A	Minor Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$ _____	\$ _____
5B	Normal Bag Turning (1501-5000 Bu.)	3000	Bu.	\$ _____	\$ _____
5C	Major Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$ _____	\$ _____
TOTAL AMOUNT, Items 1, 2, 3, 4 and 5					\$ _____

(All or None)

Solicitation No. HAQ081013

SECTION A - CONTINUATION OF STANDARD FORM 1449

BASE YEAR

6. **Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6A Minor Collection (Less Than 20 Bu.) 5 Bu. \$ _____ \$ _____

6B Normal Collection (20-50 Bu.) 30 Bu. \$ _____ \$ _____

6C Large Collection (Greater Than 50 Bu.) 80 Bu. \$ _____ \$ _____

7. **Noble Fir - Horning - Unstimulated Orchards (Bulk Collection)**

7A Minor Collection (Less Than 50 Bu.) 30 Bu. \$ _____ \$ _____

7B Normal Collection (50-500 Bu.) 250 Bu. \$ _____ \$ _____

7C Large Collection (Greater Than 500 Bu.) 700 Bu. \$ _____ \$ _____

8. **Western Hemlock - Horning - Unstimulated Orchards (Bulk Collection)**

8A Minor Collection (Less Than 50 Bu.) 30 Bu. \$ _____ \$ _____

8B Normal Collection (50-100 Bu.) 80 Bu. \$ _____ \$ _____

8C Large Collection (Greater Than 100 Bu.) 120 Bu. \$ _____ \$ _____

9. **Western White Pine - Horning - Unstimulated Orchards (Bulk Collection)**

9A Minor Collection (Less Than 50 Bu.) 30 Bu. \$ _____ \$ _____

9B Normal Collection (50-100 Bu.) 80 Bu. \$ _____ \$ _____

9C Large Collection (Greater Than 100 Bu.) 120 Bu. \$ _____ \$ _____

10. **Sugar Pine - Horning - Unstimulated Orchards (Bulk Collection)**

10A Minor Collection (Less Than 20 Bu.) 10 Bu. \$ _____ \$ _____

10B Normal Collection (20-75 Bu.) 50 Bu. \$ _____ \$ _____

10C Large Collection (Greater Than 75 Bu.) 100 Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 6, 7, 8, 9 and 10 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

BASE YEAR

11.			<u>Douglas-fir Cone Collection - Tyrrell -</u>	
	<u>Stimulated Orchards (Clonal Collection)</u>			
11A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
11B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
11C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
12.			<u>Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)</u>	
12A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
12B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
12C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
13.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)</u>	
13A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
13B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
13C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
14.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)</u>	
14A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
14B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
14C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
15.			<u>Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning</u>	
15A	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
15B	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
15C	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____

TOTAL AMOUNT, Items 11, 12, 13, 14 and 15 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

BASE YEAR16. **Western Redcedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

16A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
16B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
16C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

17. **Incense Cedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

17A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
17B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
17C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

18. **Grand Fir - Tyrrell - Unstimulated Orchards (Bulk Collection)**

18A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
18B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
18C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

19. **Ponderosa Pine - Tyrrell - Unstimulated Orchards (Bulk Collection)**

19A	Minor Collection (Less Than 50 Bu.)	25	Bu.	\$ _____	\$ _____
19B	Normal Collection (50-100 Bu.)	75	Bu.	\$ _____	\$ _____
19C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 16, 17, 18, and 19 \$ _____
(All or None)

20. **Douglas-fir - (Eugene BLM District) Field Collection**

20A.	Tree Climbing (Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
20B.	Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____

20C. Douglas-fir Cone Collection 30 ½ Bu. \$ _____ \$ _____

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SECTION A - CONTINUATION OF STANDARD FORM 1449

BASE YEAR

21. **Western Hemlock - (Eugene BLM District) Field Collection**

21A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

21B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

21C. Western Hemlock Cone Collection 50 ½ Bu. \$ _____ \$ _____

22. **Western Redcedar - (Eugene BLM District) Field Collection**

22A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

22B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

22C. Western Redcedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

23. **Incense Cedar - (Eugene BLM District) Field Collection**

23A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

23B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

23C. Incense Cedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

24. **Grand Fir - (Eugene BLM District) Field Collection**

24A. Tree Climbing

(Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
24B. Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____
24C. Grand Fir Cone Collection	30	½ Bu.	\$ _____	\$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

BASE YEAR

25. Ponderosa Pine - (Eugene BLM District) Field Collection

25A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

25B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 20 Trees \$ _____ \$ _____

25C. Ponderosa Pine Cone Collection 30 ½ Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 20, 21, 22, 23, 24, and 25 \$ _____
(All or None)

- Bu. = Bushel
- Est. = Estimated
- ft. = feet
- Ht. = Height
- Qty = Quantity

ESTIMATED START WORK DATE: August 11, 2008

PERFORMANCE TIME:

Subitems 1A, 2A, 3A, 4A, 7C, 11A, 12A, 13A, and 14A: One (1) calendar day per 100 Bushels

Subitems 5A, 5B, 5C, 15A, 15B, and 15C: Turn all processed bags once daily for seven day period following collection

Subitems 1B, 1C, 2B, 2C, 3B, 3C, 4B, 4C, 11B, 11C, 12B, 12C, 13B, 13C, 14B, and 14C: One (1) calendar day per 225 Bushels

Subitems 6A, 10A, 16A, and 17A: One (1) calendar day per 2 Bushel

Subitems 6B, 7A, 8A, 9A, 16B, 17B, 18A, and 19A: One (1) calendar day per 5 Bushels

Subitems 6C, 8B, 9B, 10B, 16C, 17C, 18B and 19B: One (1) calendar day per 10 Bushels

Subitems 8C, 9C, 10C, 18C, and 19C: One (1) calendar day per 20 Bushels

Subitem 7B: One (1) calendar day per 50 Bushels

Subitems 20, 24, and 25:

One (1) calendar day per 5 Bushels

Subitems 21, 22, and 23:

One (1) calendar day per 3 Bushels
Solicitation No. HAQ081013

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 1

1. Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)

1A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____

1B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____

1C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

2. Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)

2A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____

2B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____

2C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

3. Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)

3A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____

3B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____

3C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

4. Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)

4A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____

4B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____

4C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

5. Douglas-fir Cone Collection - Horning - Cone Bag Turning

5A Minor Bag Turning (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____

5B Normal Bag Turning (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____

5C Major Bag Turning (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 1, 2, 3, 4 and 5 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 1**6. Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6A	Minor Collection (Less Than 20 Bu.)	5	Bu.	\$ _____	\$ _____
6B	Normal Collection (20-50 Bu.)	30	Bu.	\$ _____	\$ _____
6C	Large Collection (Greater Than 50 Bu.)	80	Bu.	\$ _____	\$ _____

7. Noble Fir - Horning - Unstimulated Orchards (Bulk Collection)

7A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
7B	Normal Collection (50-500 Bu.)	250	Bu.	\$ _____	\$ _____
7C	Large Collection (Greater Than 500 Bu.)	700	Bu.	\$ _____	\$ _____

8. Western Hemlock - Horning - Unstimulated Orchards (Bulk Collection)

8A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
8B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
8C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

9. Western White Pine - Horning - Unstimulated Orchards (Bulk Collection)

9A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
9B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
9C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

10. Sugar Pine - Horning - Unstimulated Orchards (Bulk Collection)

10A	Minor Collection (Less Than 20 Bu.)	10	Bu.	\$ _____	\$ _____
10B	Normal Collection (20-75 Bu.)	50	Bu.	\$ _____	\$ _____
10C	Large Collection (Greater Than 75 Bu.)	100	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 6, 7, 8, 9 and 10 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 1

11.			<u>Douglas-fir Cone Collection - Tyrrell -</u>	
	<u>Stimulated Orchards (Clonal Collection)</u>			
11A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
11B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
11C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
12.			<u>Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)</u>	
12A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
12B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
12C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
13.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)</u>	
13A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
13B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
13C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
14.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)</u>	
14A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
14B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
14C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
15.			<u>Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning</u>	
15A	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
15B	Normal Collection Bag Turning (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
15C	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 11, 12, 13, 14 and 15 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 1**16. Western Redcedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

16A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
16B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
16C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

17. Incense Cedar - Tyrrell - Unstimulated Orchards (Bulk Collection)

17A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
17B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
17C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

18. Grand Fir - Tyrrell - Unstimulated Orchards (Bulk Collection)

18A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
18B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
18C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

19. Ponderosa Pine - Tyrrell - Unstimulated Orchards (Bulk Collection)

19A	Minor Collection (Less Than 50 Bu.)	25	Bu.	\$ _____	\$ _____
19B	Normal Collection (50-100 Bu.)	75	Bu.	\$ _____	\$ _____
19C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 16, 17, 18, and 19 \$ _____
(All or None)

20. Douglas-fir - (Eugene BLM District) Field Collection

20A.	Tree Climbing (Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
20B.	Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____

20C. Douglas-fir Cone Collection 30 ½ Bu. \$ _____ \$ _____

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SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 1

21. **Western Hemlock - (Eugene BLM District) Field Collection**

21A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

21B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

21C. Western Hemlock Cone Collection 50 ½ Bu. \$ _____ \$ _____

22. **Western Redcedar - (Eugene BLM District) Field Collection**

22A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

22B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

22C. Western Redcedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

23. **Incense Cedar - (Eugene BLM District) Field Collection**

23A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

23B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

23C. Incense Cedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

24. **Grand Fir - (Eugene BLM District) Field Collection**

24A. Tree Climbing

(Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
24B. Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____
24C. Grand Fir Cone Collection	30	½ Bu.	\$ _____	\$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 1

25. **Ponderosa Pine - (Eugene BLM District) Field Collection**

25A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

25B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 20 Trees \$ _____ \$ _____

25C. Ponderosa Pine Cone Collection 30 ½ Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 20, 21, 22, 23, 24, and 25 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2

1. Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)

- 1A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 1B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 1C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

2. Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)

- 2A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 2B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 2C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

3. Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)

- 3A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 3B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 3C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

4. Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)

- 4A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 4B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 4C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

5. Douglas-fir Cone Collection - Horning - Cone Bag Turning

- 5A Minor Bag Turning (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 5B Normal Bag Turning (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 5C Major Bag Turning (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 1, 2, 3, 4 and 5 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2

6. **Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6A	Minor Collection (Less Than 20 Bu.)	5	Bu.	\$ _____	\$ _____
6B	Normal Collection (20-50 Bu.)	30	Bu.	\$ _____	\$ _____
6C	Large Collection (Greater Than 50 Bu.)	80	Bu.	\$ _____	\$ _____

7. **Noble Fir - Horning - Unstimulated Orchards (Bulk Collection)**

7A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
7B	Normal Collection (50-500 Bu.)	250	Bu.	\$ _____	\$ _____
7C	Large Collection (Greater Than 500 Bu.)	700	Bu.	\$ _____	\$ _____

8. **Western Hemlock - Horning - Unstimulated Orchards (Bulk Collection)**

8A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
8B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
8C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

9. **Western White Pine - Horning - Unstimulated Orchards (Bulk Collection)**

9A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
9B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
9C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

10. **Sugar Pine - Horning - Unstimulated Orchards (Bulk Collection)**

10A	Minor Collection (Less Than 20 Bu.)	10	Bu.	\$ _____	\$ _____
10B	Normal Collection (20-75 Bu.)	50	Bu.	\$ _____	\$ _____
10C	Large Collection (Greater Than 75 Bu.)	100	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 6, 7, 8, 9 and 10
(All or None) \$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2

11.			<u>Douglas-fir Cone Collection - Tyrrell -</u>	
	<u>Stimulated Orchards (Clonal Collection)</u>			
11A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
11B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
11C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
12.			<u>Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)</u>	
12A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
12B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
12C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
13.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)</u>	
13A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
13B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
13C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
14.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)</u>	
14A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
14B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
14C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
15.			<u>Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning</u>	
15A	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
15B	Normal Collection Bag Turning (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
15C	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 11, 12, 13, 14 and 15 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2

16. **Western Redcedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

16A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
16B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
16C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

17. **Incense Cedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

17A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
17B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
17C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

18. **Grand Fir - Tyrrell - Unstimulated Orchards (Bulk Collection)**

18A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
18B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
18C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

19. **Ponderosa Pine - Tyrrell - Unstimulated Orchards (Bulk Collection)**

19A	Minor Collection (Less Than 50 Bu.)	25	Bu.	\$ _____	\$ _____
19B	Normal Collection (50-100 Bu.)	75	Bu.	\$ _____	\$ _____
19C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 16, 17, 18, and 19 \$ _____
(All or None)

20. **Douglas-fir - (Eugene BLM District) Field Collection**

20A.	Tree Climbing (Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
20B.	Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____

20C. Douglas-fir Cone Collection 30 ½ Bu. \$ _____ \$ _____

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SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2

21. **Western Hemlock - (Eugene BLM District) Field Collection**

21A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

21B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

21C. Western Hemlock Cone Collection 50 ½ Bu. \$ _____ \$ _____

22. **Western Redcedar - (Eugene BLM District) Field Collection**

22A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

22B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

22C. Western Redcedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

23. **Incense Cedar - (Eugene BLM District) Field Collection**

23A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

23B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

23C. Incense Cedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

24. **Grand Fir - (Eugene BLM District) Field Collection**

24A. Tree Climbing

(Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
24B. Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____
24C. Grand Fir Cone Collection	30	½ Bu.	\$ _____	\$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2

25. **Ponderosa Pine - (Eugene BLM District) Field Collection**

25A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

25B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 20 Trees \$ _____ \$ _____

25C. Ponderosa Pine Cone Collection 30 ½ Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 20, 21, 22, 23, 24, and 25 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3

1. **Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)**

- 1A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 1B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 1C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

2. **Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)**

- 2A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 2B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 2C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

3. **Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)**

- 3A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 3B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 3C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

4. **Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)**

- 4A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 4B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 4C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

5. **Douglas-fir Cone Collection - Horning - Cone Bag Turning**

- 5A Minor Bag Turning (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 5B Normal Bag Turning (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 5C Major Bag Turning (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 1, 2, 3, 4 and 5 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3**6. Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6A	Minor Collection (Less Than 20 Bu.)	5	Bu.	\$ _____	\$ _____
6B	Normal Collection (20-50 Bu.)	30	Bu.	\$ _____	\$ _____
6C	Large Collection (Greater Than 50 Bu.)	80	Bu.	\$ _____	\$ _____

7. Noble Fir - Horning - Unstimulated Orchards (Bulk Collection)

7A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
7B	Normal Collection (50-500 Bu.)	250	Bu.	\$ _____	\$ _____
7C	Large Collection (Greater Than 500 Bu.)	700	Bu.	\$ _____	\$ _____

8. Western Hemlock - Horning - Unstimulated Orchards (Bulk Collection)

8A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
8B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
8C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

9. Western White Pine - Horning - Unstimulated Orchards (Bulk Collection)

9A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
9B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
9C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

10. Sugar Pine - Horning - Unstimulated Orchards (Bulk Collection)

10A	Minor Collection (Less Than 20 Bu.)	10	Bu.	\$ _____	\$ _____
10B	Normal Collection (20-75 Bu.)	50	Bu.	\$ _____	\$ _____
10C	Large Collection (Greater Than 75 Bu.)	100	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 6, 7, 8, 9 and 10
(All or None) \$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3

11.			<u>Douglas-fir Cone Collection - Tyrrell -</u>	
	<u>Stimulated Orchards (Clonal Collection)</u>			
11A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
11B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
11C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
12.			<u>Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)</u>	
12A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
12B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
12C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
13.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)</u>	
13A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
13B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
13C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
14.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)</u>	
14A	Minor Collection (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
14B	Normal Collection (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
14C	Large Collection (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____
15.			<u>Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning</u>	
15A	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000 Bu.	\$ _____	\$ _____
15B	Normal Collection Bag Turning (1501-5000 Bu.)	3000 Bu.	\$ _____	\$ _____
15C	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000 Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 11, 12, 13, 14 and 15 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3

16. **Western Redcedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

16A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
16B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
16C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

17. **Incense Cedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

17A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
17B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
17C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

18. **Grand Fir - Tyrrell - Unstimulated Orchards (Bulk Collection)**

18A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
18B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
18C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

19. **Ponderosa Pine - Tyrrell - Unstimulated Orchards (Bulk Collection)**

19A	Minor Collection (Less Than 50 Bu.)	25	Bu.	\$ _____	\$ _____
19B	Normal Collection (50-100 Bu.)	75	Bu.	\$ _____	\$ _____
19C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 16, 17, 18, and 19 \$ _____
(All or None)

20. **Douglas-fir - (Eugene BLM District) Field Collection**

20A.	Tree Climbing (Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
20B.	Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____

20C. Douglas-fir Cone Collection 30 ½ Bu. \$ _____ \$ _____

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SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3

21. **Western Hemlock - (Eugene BLM District) Field Collection**

21A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

21B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

21C. Western Hemlock Cone Collection 50 ½ Bu. \$ _____ \$ _____

22. **Western Redcedar - (Eugene BLM District) Field Collection**

22A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

22B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

22C. Western Redcedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

23. **Incense Cedar - (Eugene BLM District) Field Collection**

23A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

23B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

23C. Incense Cedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

24. **Grand Fir - (Eugene BLM District) Field Collection**

24A. Tree Climbing

(Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
24B. Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____
24C. Grand Fir Cone Collection	30	½ Bu.	\$ _____	\$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3

25. **Ponderosa Pine - (Eugene BLM District) Field Collection**

25A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

25B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 20 Trees \$ _____ \$ _____

25C. Ponderosa Pine Cone Collection 30 ½ Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 20, 21, 22, 23, 24, and 25 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 4

1. Douglas-fir Cone Collection - Horning - Stimulated Orchards (Clonal Collection)

- 1A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 1B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 1C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

2. Douglas-fir Cone Collection - Horning - Stimulated Orchards (Bulk Collection)

- 2A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 2B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 2C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

3. Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Clonal Collection)

- 3A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 3B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 3C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

4. Douglas-fir Cone Collection - Horning - Unstimulated Orchards (Bulk Collection)

- 4A Minor Collection (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 4B Normal Collection (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 4C Large Collection (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

5. Douglas-fir Cone Collection - Horning - Cone Bag Turning

- 5A Minor Bag Turning (Less Than 1500 Bu.) 1000 Bu. \$ _____ \$ _____
- 5B Normal Bag Turning (1501-5000 Bu.) 3000 Bu. \$ _____ \$ _____
- 5C Major Bag Turning (Greater Than 5000 Bu.) 6000 Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 1, 2, 3, 4 and 5 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 4**6. Western Redcedar - Horning - Unstimulated Orchards (Bulk Collection)**

6A	Minor Collection (Less Than 20 Bu.)	5	Bu.	\$ _____	\$ _____
6B	Normal Collection (20-50 Bu.)	30	Bu.	\$ _____	\$ _____
6C	Large Collection (Greater Than 50 Bu.)	80	Bu.	\$ _____	\$ _____

7. Noble Fir - Horning - Unstimulated Orchards (Bulk Collection)

7A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
7B	Normal Collection (50-500 Bu.)	250	Bu.	\$ _____	\$ _____
7C	Large Collection (Greater Than 500 Bu.)	700	Bu.	\$ _____	\$ _____

8. Western Hemlock - Horning - Unstimulated Orchards (Bulk Collection)

8A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
8B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
8C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

9. Western White Pine - Horning - Unstimulated Orchards (Bulk Collection)

9A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
9B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
9C	Large Collection (Greater Than 100 Bu.)	120	Bu.	\$ _____	\$ _____

10. Sugar Pine - Horning - Unstimulated Orchards (Bulk Collection)

10A	Minor Collection (Less Than 20 Bu.)	10	Bu.	\$ _____	\$ _____
10B	Normal Collection (20-75 Bu.)	50	Bu.	\$ _____	\$ _____
10C	Large Collection (Greater Than 75 Bu.)	100	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 6, 7, 8, 9 and 10
(All or None) \$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 4

11.			<u>Douglas-fir Cone Collection - Tyrrell -</u>	
	<u>Stimulated Orchards (Clonal Collection)</u>			
11A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
11B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
11C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
12.			<u>Douglas-fir Cone Collection - Tyrrell - Stimulated Orchards (Bulk Collection)</u>	
12A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
12B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
12C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
13.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Clonal Collection)</u>	
13A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
13B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
13C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
14.			<u>Douglas-fir Cone Collection - Tyrrell - Unstimulated Orchards (Bulk Collection)</u>	
14A	Minor Collection (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
14B	Normal Collection (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
14C	Large Collection (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____
15.			<u>Douglas-fir Cone Collection - Tyrrell - Cone Bag Turning</u>	
15A	Minor Collection Bag Turning (Less Than 1500 Bu.)	1000	Bu.	\$ _____ \$ _____
15B	Normal Collection Bag Turning (1501-5000 Bu.)	3000	Bu.	\$ _____ \$ _____
15C	Large Collection Bag Turning (Greater Than 5000 Bu.)	6000	Bu.	\$ _____ \$ _____

TOTAL AMOUNT, Items 11, 12, 13, 14 and 15 \$ _____

(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 4**16. Western Redcedar - Tyrrell - Unstimulated Orchards (Bulk Collection)**

16A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
16B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
16C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

17. Incense Cedar - Tyrrell - Unstimulated Orchards (Bulk Collection)

17A	Minor Collection (Less Than 10 Bu.)	5	Bu.	\$ _____	\$ _____
17B	Normal Collection (10-40 Bu.)	30	Bu.	\$ _____	\$ _____
17C	Large Collection (Greater Than 40 Bu.)	50	Bu.	\$ _____	\$ _____

18. Grand Fir - Tyrrell - Unstimulated Orchards (Bulk Collection)

18A	Minor Collection (Less Than 50 Bu.)	30	Bu.	\$ _____	\$ _____
18B	Normal Collection (50-100 Bu.)	80	Bu.	\$ _____	\$ _____
18C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

19. Ponderosa Pine - Tyrrell - Unstimulated Orchards (Bulk Collection)

19A	Minor Collection (Less Than 50 Bu.)	25	Bu.	\$ _____	\$ _____
19B	Normal Collection (50-100 Bu.)	75	Bu.	\$ _____	\$ _____
19C	Large Collection (Greater Than 100 Bu.)	125	Bu.	\$ _____	\$ _____

TOTAL AMOUNT, Items 16, 17, 18, and 19 \$ _____
(All or None)

20. Douglas-fir - (Eugene BLM District) Field Collection

20A.	Tree Climbing (Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
20B.	Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____

20C. Douglas-fir Cone Collection 30 ½ Bu. \$ _____ \$ _____

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SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 4

21. **Western Hemlock - (Eugene BLM District) Field Collection**

21A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

21B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

21C. Western Hemlock Cone Collection 50 ½ Bu. \$ _____ \$ _____

22. **Western Redcedar - (Eugene BLM District) Field Collection**

22A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

22B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

22C. Western Redcedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

23. **Incense Cedar - (Eugene BLM District) Field Collection**

23A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

23B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 30 Trees \$ _____ \$ _____

23C. Incense Cedar Cone Collection 50 ½ Bu. \$ _____ \$ _____

24. **Grand Fir - (Eugene BLM District) Field Collection**

24A. Tree Climbing

(Less Than 100 ft. Total Tree Ht.)	10	Trees	\$ _____	\$ _____
24B. Tree Climbing (Greater Than/ Equal 100 ft. Total Tree Ht.)	20	Trees	\$ _____	\$ _____
24C. Grand Fir Cone Collection	30	½ Bu.	\$ _____	\$ _____

SECTION A - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 4

25. **Ponderosa Pine - (Eugene BLM District) Field Collection**

25A. Tree Climbing
(Less Than 100 ft. Total Tree Ht.) 10 Trees \$ _____ \$ _____

25B. Tree Climbing
(Greater Than/ Equal 100 ft. Total Tree Ht.) 20 Trees \$ _____ \$ _____

25C. Ponderosa Pine Cone Collection 30 ½ Bu. \$ _____ \$ _____

TOTAL AMOUNT, Items 20, 21, 22, 23, 24, and 25 \$ _____
(All or None)

SECTION A - CONTINUATION OF STANDARD FORM 1449

This is a one-year indefinite-delivery, indefinite-quantity contract with an option to extend for four additional years. The project consists of conifer cone collection at Horning Seed Orchard, Colton, Oregon; Tyrrell Seed Orchard, Lorane, Oregon; and conifer field collections, Eugene District BLM, Eugene, Oregon. The quantities listed above are a representative sample of the estimated bushels anticipated to be ordered by the Bureau of Land Management throughout the duration of the contract. These quantities are for evaluation purposes only.

Offerors shall enter a unit price for each subitem listed above, and then multiply the unit price by the estimated quantity to obtain the total amount. Prices shall be entered for each of the 4 option years. These prices will be used to determine the price for each task order. Any combination of items could occur in a single year.

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. Options for subsequent years will be effective the first day after the anniversary date of contract award. The estimated start work date will determine the task order prices, regardless of when the task order is written. The total value of all task orders of all awarded contracts will not exceed \$1,000,000. The Sample Task Orders in Section D are given for illustration only.

AWARD OF MORE THAN ONE ITEM WILL REQUIRE SIMULTANEOUS PERFORMANCE

MINIMUM GUARANTEE (Horning and Tyrrell Douglas-fir Orchard Collections): 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).

MINIMUM GUARANTEE (Horning - Minor Species Orchard Collections): The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$1,000 (even if the Contractor's maximum task order limitation is higher).

MINIMUM GUARANTEE (Tyrrell - Minor Species Orchard Collections): The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$500 (even if the Contractor's maximum task order limitation is higher).

MINIMUM GUARANTEE (Eugene BLM District Field Collections): The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$500 (even if the Contractor's maximum task order limitation is higher).

SECTION A - CONTINUATION OF STANDARD FORM 1449

MAXIMUM TASK ORDER LIMITATION: The Contractor's maximum task order limitation is \$_____ (Insert task order limitation. Maximum is \$100,000 if no amount is shown.)

LIABILITY INSURANCE IS REQUIRED AFTER AWARD

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

A tour of Horning Seed Orchard and pre-proposal meeting will be held on Tuesday July 8, 2008, at 9:30 A.M., local time. See Section D for map and directions.

A tour of Tyrrell Seed Orchard and pre-proposal meeting will be held on Friday July 11, 2008, at 10:00 A.M., local time. See Section D for map and directions.

These will be the only pre-proposal meetings scheduled, no individual tours will be held.

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION E.

SECTION B - STATEMENT OF WORK FOR COLLECTION OF CONES - IDIQ

B.1.0 GENERAL

B.1.1 Description of Project

B.1.1.1 **Horning and Tyrrell Orchards (Items 1-19)** - The Bureau of Land Management (BLM) is soliciting for services to harvest conifer cones in late summer from 5 to 28 year-old orchard-grown Douglas-fir trees. Seed from these collections will be used for reforestation work and restoration projects. Timeliness in meeting the requirements of this contract is vital due to potential loss of seed from over-mature cones.

B.1.1.2 **Field Collections (Items 20-25)** - The Government will pre-locate the trees, flag the roadside locations, and provide a map to the Contractor. The Contractor shall travel to each designated tree to complete the cone collection work. Field collections are from forest trees (roadside trees) which range in height between 50 and 200 feet. Seed from these collections will be used for reforestation work and restoration projects. Timeliness in meeting the requirements of this contract is vital due to potential loss of seed which can occur when cones ripen, the scales open, and the seed is shed. The Government will issue a task order for all field collections for the current year. The government will monitor cone ripeness and issue a start work order when the cones are ripe and cone collections can begin

B.1.2 Location of Project Areas

B.1.2.1 **Horning and Tyrrell Orchards (Items 1-19)** - Cone harvesting will be at the BLM Horning Seed Orchard near Colton, Oregon and the BLM Tyrrell Seed Orchard near Lorane, Oregon. See vicinity maps in Section D.

B.1.2.2 **Field Collections (Items 20-25)** - Field collections are from forest trees (roadside trees) on BLM lands in the Eugene District. The Government will provide a road system map and tree location maps. The trees designated for field collections are within a range of 20 to 60 miles from Eugene, Oregon, and are an average of 35 miles from Eugene. See vicinity maps in Section D. The distance between trees designated for field collection varies from less than a mile to up to 15 miles. The distance between trees designated for field collections will average approximately 6 miles.

B.1.3 Access to Project Areas

B.1.3.1 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards** - Access to all orchard harvesting sites is by gravel surfaced road using a two-wheel drive vehicle. A four-wheel drive vehicle may be necessary for use during collection of filled bags. Driving in the orchards will be limited to those vehicles used for

collection of filled bags.

B.1.3.2 **Field Collections (Items 20-25)** - Access to all collections sites is by hard and gravel surfaced roads which are drivable using a two-wheel drive vehicle

B.1.3.3 Gate keys will be supplied to the Contractor after the contract is awarded. The keys shall be returned to the Contracting Officer's Representative (COR) in a usable condition before task order final payment is made. The Contractor shall be charged \$50.00 for each key lost or returned in an unusable condition.

B.1.4 Features of the Project Areas

B.1.4.1 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards** - Orchard aspects are varied, with mostly gentle slopes less than 12 percent; however, slopes up to 25 percent are present. Tree spacing in Douglas-fir and minor species orchards is approximately 20 feet x 20 feet at Tyrrell. Tree spacing in Horning orchards is approximately 14 feet x 28 feet.

B.1.4.2 **Field Collections (Items 20-25)** - Trees designated for field collections are roadside (within 200 feet of the road) on gentle to moderately steep slopes.

B.1.5 Timing - Cones must be collected when seed is mature, but prior to the opening of cones and shedding of seed. The Government will monitor seed maturity and cone ripeness and issue a start work order when both are acceptable. Harvesting of Douglas-fir shall usually begin in August. Harvesting of other conifer species ranges between August and October.

B.2.0 DEFINITIONS

Bagger - A Contractor employee specifically responsible for measuring cone quantity, bagging cones, and properly identifying bags with Government-furnished tags.

Barlock - A plastic, fastener that can only be tightened, for securing the bag opening.

Also called a zip-tie.

Bole - The stem or trunk of a tree.

Bulk Collection - A cone collection method where individual tree identification is not required. Cones are mixed with those of other trees in the same orchard.

Bushel - Eight U.S. dry gallons. The conversion is as follows: 1 U.S. bushel = 35.23907017 liters = 8 dry gallons = 9.309177489 liquid gallons.

Clean Picked - A tree with no more than 25 cones remaining following picking.

Clonal Collection - A cone collection method requiring individual tree identification. Cones collected from each tree are identified with tags that specify the row, position, breeding unit, stand, and tree number. Cones from one tree are not mixed with those of adjacent trees.

Cone Identification Tag - A plastic or paper tag that is attached to cone bags filled with collected cones identifying each cone bag. Tags can be pre-printed or blank (also called a cone tag or cone collection tag).

Crew - a group of two or more workers capable of collecting cones in an orchard in a timely manner. Each crew will have a supervisor or crew leader designated by the supervisor.

Damaged Orchard Tree - Severance of the main tree stem or a major injury to the tree bole affecting more than one-half the circumference of the cambium.

Drip Line - an imaginary line drawn vertically to the ground from a tree's outer most branches. Example: the wet line left around a stationary umbrella in a rain storm.

Drying Rack - A 6.5 x 3.5 foot stackable metal pallet which can hold up to eight, one-half bushel cone bags.

Hydraulic Platform - A motorized lift capable of providing a mobile elevated platform from which to work.

Natural Cone Crop - An unplanned, pickable crop that develops without the use of operational stimulation techniques such as girdling, fertilization, or injection of hormones.

Orchard - A group of genetically improved trees selected from a specific area used for producing seed for reforestation material and genetic testing.

Orchard Ladder - A three-legged ladder with a pivoting, tripod support leg.

Stimulated Orchard - An orchard where trees are encouraged to produce a cone crop through operational techniques such as girdling, fertilization, or injection of hormones.

Tree - An individual member of a particular clone or a forest tree with a roadside location.

Tree Identification Tag - A permanent tag attached to individual orchard trees identifying each tree, generally with row/position and clone number (also called a tree number tag).

B.3.0 CONTRACTOR-FURNISHED ITEMS

B.3.1 The Contractor shall provide all necessary tools, equipment (including orchard ladders up to a height of 16 feet), labor, transportation and materials necessary to accomplish cone collection except for those items specified under B. 4.0, Government-Furnished items. Workers shall not damage the tree bark during climbing. Therefore, soft-soled shoes are recommended when climbing trees. The Contractor assumes liability for damage or loss of Government-furnished items.

B.3.2 Crew Requirements

B.3.2.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work. Prior notice must be given to the CO if there is to be a significant change in crew personnel or working schedule. Crew size must be adequate to keep up with cone ripening and complete cone collections before cones flare and seeds begin to disperse.

B.3.2.2 Contractor shall be responsible for the crew(s) knowing and performing the requirements of the contract, and keeping the CO informed of crew location, when each orchard unit is completed, or a new unit is started.

B.3.2.3 The Contractor shall attend a task order pre-work meeting and present a written performance plan acceptable to the Government which includes crew size and scheduling.

B.3.2.4 State safety regulations require that crew members shall not be left alone (unsupervised) and that accessibility to emergency transportation shall be provided by the Contractor at all times.

B.3.2.5 Camping on BLM administered land will only be permitted in approved sites and with the prior authorization of the CO. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. This will require portable sanitation units at all sites. All fire regulations and permits shall be followed. Requests for camping authorization shall be made in writing.

B.3.2.6 Any refuse, debris or garbage generated by the Contractor or its crew members shall be cleaned up and removed from the camp site or project site by the Contractor and disposed of legally off site before task order payment is made.

B.3.3 Supervisor Requirements

B.3.3.1 Persons designated by the Contractor as supervisors/crew leaders must actually perform in that capacity. The supervisor/crew leader must, therefore, effectively direct the crew by (1) making periodic inspections of the crew's work, (2) advising

them of deficient work, and (3) providing instructions for correcting such deficiencies. This person shall be English literate enough to ensure adequate communication with the Project Inspector (PI) and COR. Any group of people without such an individual will not be considered a crew. Any changes in supervisor designations must be submitted in writing to the CO at least 24 hours prior to the change taking effect.

One supervisor/crew leader shall be present with each crew in each orchard during collection activities.

B.3.3.2 The supervisor shall know the requirements of the contract including technical requirements and orchard unit locations. The COR and PI will not act as a supervisor to the crew(s).

B.3.3.3 The COR and PI may require that the supervisor act solely as the supervisor and perform no other work if work quality is found to be below acceptable quality standards.

B.4.0 GOVERNMENT-FURNISHED ITEMS

B.4.1 **Horning (Items 1-10) and Tyrrell (Items 11-19):**

- a. Graduated measurement buckets
- b. Cone bags
- c. Permanent markers
- d. Pre-printed cone identification tags
- e. Extra blank cone identification tags
- f. Plastic barlocks
- g. Keys for access to locked gates as described in B. 1.3.3

B.4.2 **Field Collections (Items 20-25):**

- a. Cone identification tags
- b. Cone bags
- c. Plastic barlocks
- d. Graduated measurement buckets

- e. Tree location and road system maps
- f. Suggested sequence for collection of trees
- g. Colored plastic flagging
- h. Keys for access to locked gates as described in B.1.3.3

B.4.3 The Contractor shall return all remaining Government-furnished property in good order upon completion of the contract.

B.5.0 SPECIFIC TASKS

B.5.1 General

B.5.2 Orchards are generally planned for clonal collections; however, bulk collections may be conducted, if necessary, based upon site specific conditions (environmental, insects, seed needs, etc.).

B.5.3 In orchards, cone ripeness and collection order will be determined by the Government. Cone collection in orchards will not necessarily proceed in a row-by-row order, since ripeness may vary by clone. The Contractor may be required to revisit individual scattered trees in previously harvested areas in orchards to pick slower ripening clones.

B.5.4 In orchards, cones shall be hand picked by climbing or with the use of orchard ladders or hydraulic platforms. Cutting, pruning, or breaking branches is not permitted.

B.5.5 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** Climbing orchard trees shall only be permitted for cones that are beyond reach of a 16-foot orchard ladder. Climbing spurs will not be permitted in orchard trees. Hydraulic platforms should be operated in such a manner that branch damage is minimized while maneuvering the boom.

B.5.6 **Field Collections (Items 20-25) -** Climbing spurs are permitted for field collections. The Contractor shall climb trees to collect the cones. The Contractor shall minimize bole and limb damage to the designated trees. The Contractor shall tie a colored plastic flag on a limb at the highest point in the tree crown where cone collections were made.

B.6.0 CONE COLLECTION

B.6.1 Cones shall be harvested from trees designated by the Government.

- B.6.1.1 **Horning Orchard (Items 1-4 and 6-10)** - All trees marked by pink flagging hanging from branches shall be picked.
- B.6.1.2 **Tyrrell Orchard (Items 11-14 and 16-19)** - All trees marked by cone identification tags hanging from the bottom nail securing the tree number tag shall be picked. All trees shall be picked clean of cones. Trees not having tree number tags (generally trees in buffer zones) will be designated for picking by predetermined flagging.
- B.6.2 All cones picked shall be collected into bags, or other suitable containers as approved by the CO. Cones shall be clean and free from debris (grass, branches, excess needles, etc.) prior to measurement by the Contractor. Only cones from the current growing season with no damage or deformities will be collected.
- B.6.3 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards** - Tarp collection under individual trees is permitted if the tarp is large enough to cover the area within the drip line boundaries of the tree. Multiple tarps may be required. Tarps will be cleaned of grass and other debris before collection begins at each tree. Cones shall not be dropped onto the grass surface. In order to minimize excess debris, folding the tarp and then pouring cones into cone bags is prohibited.
- B.6.4 Pickers will place filled cone bag(s) against the bole of the tree under the tree identification tag in such a manner that cone bags are not bunched or piled together. The picker shall not move cones from the tree from which they are picked. The picker shall not attach cone identification tags to cone bags.
- B.6.5 Cone hooks may be used to assist in picking; however, no undue force may be applied which results in branch breakage.
- B.6.6 **Horning Orchard (Items 1-4 and 6-10)** - Squirrel cut cones shall be collected when they are lying on the ground within the drip line of the tree being collected. The squirrel-cut cones may be added to the picked cones when measuring and bagging. The COR will show the Contractor what is considered within the dripline.
- B.6.7 All cones picked by the Contractor's crews will remain the property of the Government.
- B.6.8 **Eugene District BLM Field Collections (Items 20-25)** - The Government will pre locate roadside trees with medium to heavy cone crops (1/2 bushel and greater cone quantities), flag the roadside locations, and provide maps to the Contractor. Trees will be marked with a predetermined color of flagging. The conifer trees are located individually or in groups of 2 to 4 trees and within 200 feet of a road. The Government will provide a suggested sequence of trees for collection to guide the Contractor's collection work.
- B.6.9 **Eugene District BLM Field Collections (Items 20-25)** - The Contractor shall place

all cones picked into bags, or other suitable containers as approved by the CO. The Contractor shall ensure that cones are clean and free from debris (grass, branches, excess needles, etc.) prior to final measurement. The Contractor shall collect cones from the current growing season with no damage or deformities.

B.7.0 CONE MEASUREMENT AND BAGGING

- B.7.1 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** The Contractor shall assign a specific person, (referred to as the bagger) to be responsible for measuring cone quantity, bagging cones, and properly identifying bags with Government-furnished cone identification tags. One bagger shall be present in each orchard during collection activities.
- B.7.2 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** Cones shall be current year cones, clean and free from debris, and shall be placed in Government-furnished cone bags. The bagger will be permitted to place up to 0.5 bushels in a bag.
- B.7.3 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** To ensure an accurate bushel measurement, cones shall be settled in the Government-furnished graduated buckets (see *Photo of Graduated Bucket* in Section D). The bagger shall raise the filled bucket about six inches and tap it hard against the ground several times to minimize voids (see *Photos Showing Results of Tapping* in Section D). Measurements will be made to the nearest 0.1 bushel.
- B.7.4 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** Pre-printed cone identification tags will be attached to each tree selected for collection. Contractor shall attach a cone identification tag to each sack of cones before moving from base of tree. The small portion of the cone identification tag, below the perforation, shall be removed and placed inside each bag. A plastic barlock shall be placed through the hole in the large portion of the cone identification tag and tightly secured around the opening within four to six inches of the top of the bag. See Sample of *Pre-printed Cone identification tag* in Section D.
- B.7.5 **Field Collections (Items 20-25) -** The Contractor shall normally collect no more than one-half bushel of cones from a tree. The Contractor shall normally collect no more than 4 trees per location (a forest stand). The Contractor shall measure the volume of cones (1/2 bushel) and place the cones in nylon mesh bags. The Contractor shall bag the cones from each designated tree in different bags.
- B.7.6 **Field Collections (Items 20-25) -** The Contractor shall tie a Government-supplied identification tag on each bag of cones. The Contractor shall write the date, township, range, section, elevation, road number, and tree species on each tag.
- B.7.7 **Field Collections (Items 20-25) -** The Contractor shall leave the bagged cones in the

shade of trees until the time they are transported to the storage location, and protect the cones from excessive heat and rainfall during transport until the time they are transferred to the storage location.

B.7.8 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** Measured bags shall be left in the shade of trees until the time they are transported to the storage location.

B.8.0 TRANSPORT OF CONES

B.8.1 **Horning Orchard (Items 1-4 and 6-10) -** The Contractor shall transport bagged cones from the orchard units the same day they are collected and place them on drying racks in the cone loft of the Cone Seed Extractory Building located at the Horning office complex (see picture of *Cone Loft* in Section D).

B.8.2 For cones stored in the cone loft of the extractory building, bagged cones will be unloaded by the Contractor from the trailer and placed onto a conveyor belt that carries bags to the cone loft, where they will be placed on metal racks and kept separated by orchard unit (see picture of Conveyor Belt in Section D). Fifteen (15) bags will be placed on each metal rack (three per shelf); after which, they will be moved away from the conveyor landing by the Contractor and into areas designated by the CO for drying. Bags shall be arranged on the racks so that cone identification tags all face to the same side direction.

B.8.3 When the cone loft is filled to storage capacity, (approximately 2,232 half-bushel bags), the remainder of bagged cones will then be unloaded, racked and stored in the cone shed adjacent to the seed extractory building by the Contractor (see picture of Cone Shed in Section D). Racks will be stacked by the Government no more than four high (maximum height of approximately 72 inches). Eight bags shall be placed on a rack by the Contractor (four bags per side) in a manner that distributes the cones evenly throughout the bag to maximize drying. Bags shall be arranged by the Contractor so that cone identification tags face to the outside edge of the drying rack.

B.8.4 **Tyrrell Orchard (Items 11-14 and 16-19) -** The Contractor shall transport bagged cones from the orchard units the same day they are collected and placed on drying racks at the cone shed at the Tyrrell office complex. Adequate drying racks will be pre-assembled by the Government each day and placed outside of the storage building for Contractor use. Drying racks for different Contractors will be placed in separate areas to avoid confusion. Racks will be stacked by the Government no more than four high (maximum height of approximately 72 inches). Eight bags with greater than or equal to 0.3 bushels shall be placed on a rack (four bags per side) in a manner that distributes the cones evenly throughout the bag to maximize drying by the Contractor. Bags shall be arranged so that cone identification tags face to the

outside edge of the drying rack. Bags with less than 0.3 bushels shall be placed in a predetermined location at the office compound by the Contractor and will be racked by the Government. See picture of *Typical Drying Rack* in Section D.

B.8.5 Field Collections (Items 20-25) - The Contractor shall transport the bagged cones on a daily basis to the closest designated storage location to the cone collection site. Cones shall be transported to either the warehouse at the Eugene District office or the Tyrrell Seed Orchard storage.

B.9.0 DOUGLAS-FIR BAG TURNING

Horning (Item 5) and Tyrrell (Item 15) Orchards - The Contractor shall once-daily turn racked Douglas-fir cone bags for a period of seven (7) days following the date of collection. Bags will be turned over, in-place, 180° from their previous position, with cone identification tags facing to the outside edge of the drying rack, to allow for release of moisture and provide adequate air circulation for correct drying. Bags are not required to be turned on the day they are brought to the office compound for processing. The Contractor will only be responsible for turning those cones which they are contracted to collect. Cone racks will be grouped together by Contractor and collection date, with each stack of racks having a tag showing day collected. The Contractor will only be responsible for turning cone bags for the period of time they are on-site collecting cones; the Government will be responsible for turning cone bags upon completion of cone collection activities by the Contractor. See bag turning example in Section D.

B.10.0 SPECIFIC COLLECTION TASKS BY ITEM

B.10.1 Horning (Items 1-2) and Tyrrell (Items 11-12) Orchard Clonal Collections - Cone collection tags (also called cone identification tags) will be pre-printed with tree identification information: Breeding Unit, Stand, and Tree Number. Cones collected from different trees shall not be mixed. If the final bag for a tree collected results in a bushel value other than 0.5 bushels, the actual amount will be written on the tag with a permanent marker. The bagger shall manually write tree identification information and bushels on blank cone identification tags provided by the Government if sufficient printed cone identification tags are not available to tag all of the bags at a tree (see Photos of Pre-Printed and Hand Written Cone Tags in Section D).

B.10.2 Horning (Items 3-4) and Tyrrell (Items 13-14) Orchard Bulk Collections - Cone identification tags will be pre-printed showing the word BULK. If less than 0.5 bushels are put in a bag, it shall be mixed with cones from another tree in the same orchard to create 0.5 bushels. If the final bag collected in an orchard is a value other than 0.5 bushel, the bagger shall be required to manually enter the number of bushels onto the tag with a permanent marker.

B.10.3 Field Collections (Items 20-25) - Blank cone identification tags will be provided by the Government. The Contractor shall write the date, township, range, section, elevation,

road number, and tree species on each tag.

B.11.0 INSPECTION and ACCEPTANCE

B.11.1 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** Inspection will be made at the collection sites during cone harvest. The Government will visually inspect collections of cones at the time of harvest to verify compliance with contract specifications. Trees will be inspected for harvest induced damage and to ensure trees have been picked clean. Trees that are not picked clean shall be re-picked by the Contractor.

B.11.2 **Field Collections (Items 20-25) -** Inspection will be made at each collection tree and the flagging at the highest point of cone collection in the tree crown will be verified.

B.11.3 **Horning (Items 1-4 and 6-10) and Tyrrell (Items 11-14 and 16-19) Orchards -** A daily sample of five percent of the bags delivered to the compound that day will be measured for accuracy. If remeasurement amounts have a variance greater than five percent of the reported volume, the Contractor will be required to remeasure all bags delivered to the compound that day.

B.11.4 **Field Collections (Items 20-25) -** A random sample of the bags delivered to the storage location will be inspected and remeasured to verify the volume.

B.12.0 Unsatisfactory Work Quality - Based on inspection results, if work quality is unacceptable, the Contracting Officer (CO) will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level after written notification, the CO may issue a suspend work order.

B.13.0 PAYMENT

B.13.1 Payment will be made at the contract unit price for each bushel of cones satisfactorily picked, paid to the nearest 0.1 bushel. No additional payment will be made if rework is necessary. Payment will not be made for cones that are mislabeled or if identity is in question.

B.13.2 **Field Collections (Items 20-25) -** The Contractor shall be paid for tree climbing on a per tree basis and for the cone collection on a per one-half bushel basis.

B.13.3 A charge of \$461.00 per damaged tree will be assessed for any orchard tree found damaged by the Contractor during the cone collection inspection. See B. 2.0 for definition of a damaged orchard tree.

B.14.0 DELIVERIES OR PERFORMANCE

B.14.1 **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. When past performance histories of awarded Contractor are considered relatively close, price will be a major selection factor.

B.14.2 **Contract Time** - The Contractor shall begin work within three 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.

B.14.3 **Progress Plan** - At the task order prework conference, the Contractor shall provide to the CO a written "work progress plan" that details its 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 task order performance time. The sequence of work will be determined by the CO and may be subject to change at no change in task order performance time or price.

B.14.4 **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. 1st Ave., P. O. Box 2965, Portland, Oregon 97208, telephone number (503) 808-6216, facsimile number (503) 808-6312, and e-mail address stephaniecoleman@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under this solicitation number. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

B.15.0 **CONTRACT ADMINISTRATION DATA**

B.15.1 **CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION**

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

B.15.2 **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.

B.15.3 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

B.15.3.1 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.

B.15.3.2 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.

B.15.4 NOTICE TO PROCEED

B.15.4.1 After award of contract, 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.

B.15.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

B.16.0 SPECIAL CONTRACT REQUIREMENTS

B.16.1 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 or Federal holidays unless mutually agreed upon.

B.16.2 PROSECUTION OF THE WORK

B.16.2.1 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.

B.16.2.2 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.

B.16.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

B.16.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

B.16.3.1 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.

B.16.3.2 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 C, FAR 52.242-14.

B.16.4 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 CO 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.

B.16.5 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.

B.16.6 RESTORATION OF RESOURCES

B.16.6.1 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.

B.16.6.2 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.

B.16.7 FIRE DANGER SEASON

If the CO 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 CO.

B.16.8 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the CO during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

B.16.9 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

B.16.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

B.16.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

B.16.10 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon, #32, Suite 1160
Portland, Oregon 97232

Contact: Licensing Unit
Telephone: (503) 731-4074

B.16.11 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

B.16.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

B.16.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

SECTION C - CONTRACT CLAUSES

52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 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 a 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

Clause	Title	Date
52.203-03	Gratuities	April 1984
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	October 2003
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.242-13	Bankruptcy	
52.242-15	Stop Work Order	August 1989
52.247-34	F.O.B. Destination	November 1991
52.253-01	Computer Generated Forms	January 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (FEB 2007) (Full text)

(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

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(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.

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 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 of the FAR;

(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.

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 FAR 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.

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.

(End of Clause)

Alternate I (Feb 2007) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (l) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise

specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.*

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments*.

(1) *Services accepted*. Payments shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [*Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.*"]

(2) *Indirect Costs (Material handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [*Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.*"]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor

shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.*

(i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for under payments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but

in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(7) *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.

(8) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(9) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(1) *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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that reasonably could have been avoided.

Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items, regarding Inspection/Acceptance procedures: Section B.11.0 references BLM Inspection and Acceptance.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS FEB 2008

(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) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-04, 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:

X___ (1) 52.203-06, 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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (3) 52.219-04, 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]

X (5)(i) 52.219-06, 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) 52.219-07 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.

X___ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

X___ (8)(i) 52.219-09, Small Business Subcontracting Plan (NOV 2007) (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 (Oct 1999) (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) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(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).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(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.

__ (25)(i) 52.223-09, 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)).

__ (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) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

__ (29)(i)52.225-03, 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) 52.225-05, 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 (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (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)).

X (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) 52.239-01, 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:

 X (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

 X (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.).

 X (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.).

(xI) 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.

Addendum

52.211-18 VARIATION IN ESTIMATED QUANTITY (APPLICABLE TO TASK ORDERS ONLY)

(APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 20 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

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 for **five (5)** 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 services covered by this contract in an amount of less than **\$2,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

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

- (1) Any order for single item in excess of: See Section A, page 34 and 35.
- (2) Any order for a combination of items in excess of: See Section A, page 34 and 35.
- (3) A series of orders within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) Notwithstanding paragraph (b) 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 perform the item called for and the reasons. Upon receiving this notice, the Government may acquire the 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 one year following the last date that task orders may be placed.

52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 -- STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
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See Section D

52.232-6 SUPERINTENDENC BY THE CONTRACTOR

(Apr 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.242-14 SUSPENSION OF WORK

(APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this

contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$500,000 each person

\$500,000 each occurrence

\$500,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

LIST OF ATTACHMENTS

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

WAGE DETERMINATION AND FRINGE BENEFITS

FIRE REQUIREMENTS PROCEDURES OUTLINE

SAMPLE TASK ORDERS

PICTURE OF PRE-PRINTED AND HAND WRITTEN CONE TAGS

PICTURE OF TYPICAL CONE DRYING RACK

PICTURE OF GRADUATED MEASURING BUCKET

PICTURES SHOWING RESULTS OF TAPPING BUCKETS

PICTURE OF TURNING CONES

EXAMPLE OF CONTRACTOR TIMELINES FOR TURNING BAGS

TYRRELL VICINITY MAP

TYRRELL ORCHARD MAP

HORNING VICINITY MAP

HORNING ORCHARD MAP

SECTION D

Portland and Salem

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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>
Laborer WG-3	\$14.25	Life and Health
Foreman WL-3	\$15.68	Insurance partly paid
Truck Driver WG-5	\$16.71	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.

SECTION D

Coos Bay, Eugene, Lakeview, Medford, Prineville and Roseburg

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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>
Laborer WG-3	\$13.58	Life and Health
Foreman WL-3	\$14.93	Insurance partly paid
Truck Driver WG-5	\$15.80	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.

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

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

State: Oregon
Area: Oregon Statewide

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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.

SECTION J - 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
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 – HORNING SEED ORCHARD

To: Contractor

From: Bureau of Land Mgmt. (OR952)
 Branch of Procurement Mgmt
 PO Box 2965
 Portland, OR 97208

Contract No: _____
 Item Number(s): 1A, 5A, 7B

Requesting Office: Salem District
 Task Order No: _____
 Task Order Date: _____

Item No.	Description	Qty	Unit	Unit Price	Total Amount
1A	Douglas-fir Cone Collection - Horning - Stimulated Orchards Clonal Collection, Minor Collection (Less Than 1,500 Bu.)	739	Bu.		
5A	Douglas-fir Cone Collection - Horning - Cone Bag Turning, Minor Collection Bag Turning (Less Than 1,500 Bu.)	739	Bu.		
7B	Noble fir Cone Collection – Horning - Unstimulated Orchards Bulk Collection, Normal Collection (50-500 Bu.)	395	Bu.		
TOTAL					

Item 1A: PERFORMANCE TIME: One (1) Calendar Day per 100 Bushels = 8 Calendar Days
 ESTIMATED START WORK DATE: 08/18/2008

Item 5A: PERFORMANCE TIME:
 Turn all processed bags once daily for seven (7) day period following collection.
 ESTIMATED START WORK DATE: 08/18/2008

Item 7B: PERFORMANCE TIME: One (1) Calendar Day per 50 Bushels = 8 Calendar Days
 ESTIMATED START WORK DATE: 09/02/2008

AWARD OF MORE THAN ONE ITEM WILL REQUIRE SIMULTANEOUS PERFORMANCE

Accounting and Appropriation Data: OR 089 6320 HL 252Z

Name of Ordering Officer

Ordering Officer's Signature Date

SAMPLE TASK ORDER - TYRELL SEED ORCHARD

To: Contractor

From: Bureau of Land Mgmt. (OR952)
 Branch of Procurement Mgmt
 PO Box 2965
 Portland, OR 97208

Contract No: _____
 Item Number(s): 11B, 12A, 14A and 15B

Requesting Office: Eugene District
 Task Order No: _____
 Task Order Date: 08/01/2008

Item No.	Description	Qty	Unit	Unit Price	Total Amount
11B	Douglas-fir Cone Collection – Tyrrell - Stimulated Orchards Clonal Collection, Normal Collection (1,501 - 5,000 Bu.)	2,490	Bu.		
12A	Douglas-fir Cone Collection – Tyrrell - Stimulated Orchards Bulk Collection, Minor Collection (Less Than 1,500 Bu.)	550	Bu.		
14A	Douglas-fir Cone Collection – Tyrrell - Unstimulated Orchards Bulk Collection, Minor Collection (Less Than 1,500 Bu.)	325	Bu.		
15B	Douglas-fir Cone Collection – Tyrrell - Cone Bag Turning, Normal Collection Bag Turning (1,501 – 5,000 Bu.)	3,365	Bu.		
TOTAL					

Item 11B: PERFORMANCE TIME: One (1) Calendar Day per 225 Bushels = 12 Calendar Days
 ESTIMATED START WORK DATE: 08/15/2008

Item 12A: PERFORMANCE TIME: One (1) Calendar Day per 100 Bushels = 6 Calendar Days
 ESTIMATED START WORK DATE: 08/15/2008

Item 14A: PERFORMANCE TIME: One (1) Calendar Day per 100 Bushels = 4 Calendar Days
ESTIMATED START WORK DATE: 08/15/2008

Item 15 B: PERFORMANCE TIME:
Turn all processed bags once daily for seven (7) day period following collection.
ESTIMATED START WORK DATE: 08/16/2008

AWARD OF MORE THAN ONE ITEM WILL REQUIRE SIMULTANEOUS PERFORMANCE

Accounting and Appropriation Data: OR 099 6320 HL 252Z

Name of Ordering Officer

Ordering Officer's Signature Date

SAMPLE TASK ORDER – FIELD CONE COLLECTION

To: Contractor

From: Bureau of Land Mgmt. (OR952)
 Branch of Procurement Mgmt
 PO Box 2965
 Portland, OR 97208

Contract No: _____

Requesting Office: Eugene District

Item Number(s): 21B, 21C

Task Order No: _____

22B, 22C

Task Order Date: August 1, 2008

24A, 24C

Item No.	Description	Qty	Unit	Unit Price	Total Amount
21B	Western Hemlock Tree Climbing (Greater Than 100 ft Height)	10	Trees		
21C	Western Hemlock Field Cone Collection	15	½ Bu.		
22B	Western Red Cedar Tree Climbing (Greater Than 100 ft Height)	12	Trees		
22C	Western Red Cedar Field Cone Collection	20	½ Bu.		
24A	Grand Fir Tree Climbing (Less Than 100 ft Height)	8	Trees		
24C	Grand Fir Field Cone Collection	16	½ Bu.		
TOTAL					

Item 21: PERFORMANCE TIME: 3 Calendar Days
 ESTIMATED START WORK DATE: September 17, 2008

Item 22: PERFORMANCE TIME: 4 Calendar Days
 ESTIMATED START WORK DATE: September 22, 2008

Item 24: PERFORMANCE TIME: 2 Calendar Days
 ESTIMATED START WORK DATE: August 20, 2008

 Name of Ordering Officer

 Ordering Officer's Signature Date