

AWARD DATA

Orders for HAC072E00 May Be Placed Through March 5, 2010

Orders for HAC072F00 May Be Placed Through March 8, 2010

Orders for HAC072G00 May Be Placed Through March 5, 2010

Containerized Tree Seedling Supply, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM and USDA, Forest Service

Ordering procedures:

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

After performance history has been established, both price and past performance, including local hiring practices, for all contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause B.14.0). BLM's past performance evaluations are set forth in the following table. Maximum order limitations (MOLs) for each contractor are shown below. Prices on task orders should be compared by subitem, since awards were made by subitem and not all contractors received award on all subitems.

BLM Contract HAC072E00 Items 1 - 21 Growpro, Inc.dba Cal Forest Nursery 1838 Eastside Rd. Etna, CA 96027-9738 Contact: Thomas Jopson, 530-467-5211 MOL is \$125,000/task order 1 year MOL is \$250,000 *Excellent	BLM Contract No. HAC072G00, Items 2, 3, 4, 8, 15, 16 and 21 Silvaseed Company, Inc. 317 James St. Roy, WA 98580 Contact: David Gerdes, 253-843-2246 MOL is \$125,000/task order 1 year MOL is \$250,000 *Excellent
BLM Contract No. HAC072F00 Items 1, 2, 5, 6, 12, 13, 18, 19 and 21 IFA Nurseries 1205 S Spring St. Klamath Falls, OR 97601 Contact: Dave Stearns, 503-266-1940 MOL is \$125,000/task order 1 year MOL is \$250,000 *Excellent	

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

For contractors' technical approach, contact: Jessica Clark at 503-808-6226

All amendments have been incorporated into text.

Past performance definitions:

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

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

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

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

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

SECTION A – CONTINUATION OF STANDARD FORM 1449

This is a three – year indefinite-delivery, indefinite-quantity contract for containerized seedling production, which requires the Contractor to: (1) provide all necessary records, tools, equipment, seed (or purchase from the Government), labor, materials, laboratory tests; (2) perform accepted horticultural practices currently in use in the container seedling nursery industry, necessary to produce high-quality seedlings, including watering, weeding and fertilizing the seedlings, the application of herbicides, fungicides, and insecticides, to control / prevent weeds, pathogens, and insects; and (3) lifting or extracting seedlings from the containers, packaging for storage and shipment, and shipping seedlings to their specified destination.

In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Land Management (BLM) Oregon State Office and Medford District Office and USDA, Forest Service are hereby authorized to issue task orders against this contract.

The quantities listed below represent the potential quantity that could be ordered by the Government in one year, for evaluation purposes only. Offerors shall submit a price below for each item they wish to offer, then multiply the unit price by the estimated quantity to obtain the total amount. The unit prices will be used to determine the price for each task order.

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Styro 15 (515A) _____	10	M	\$_____	\$_____
					Douglas-fir or Ponderosa pine
2	Styro 15 (515A) _____	25	M	\$_____	\$_____
	slow release fertilizer incorporated)				Douglas-fir or Ponderosa pine (w / 3-5 grams
3	Styro 15 (515A) Minor conifer species (cedars, spruce, Hemlock, true firs)	20	M	\$_____	\$_____
4	Styro 15 (515A) _____	10	M	\$_____	\$_____
	Hardwood species (alder, maple, ash)				
5	Styro 10 (415D) Douglas-fir or Ponderosa pine	20	M	\$_____	\$_____
6	Styro 10 (415D) Douglas-fir or Ponderosa pine (w/ 3-5 grams slow release fertilizer incorporated)	50	M	\$_____	\$_____

SECTION A – CONTINUATION OF STANDARD FORM 1449

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
7	Styro 10 (415D) Minor conifer species (cedars, spruce, hemlock, Sugar pine, white pine, true firs)	25	M	\$_____	\$_____
8	Styro 10 (415D) Hardwood species (alder, maple, ash)	15	M	\$_____	\$_____
9	Styro 10 D (RL-10) Douglas-fir or Ponderosa pine	100	TR	\$_____	\$_____
10	Styro 10 D (RL-10) Douglas-fir or Ponderosa pine (w/ 3-5 grams slow release fertilizer incorporated)	100	TR	\$_____	\$_____
11	Styro 10 D (RL-10) Minor Conifer Species (cedars, spruce, hemlock, Sugar pine, white pine, true firs)	25	TR	\$_____	\$_____
12	Styro 8 or 8L (415A or 415C) Douglas-fir or Ponderosa pine	50	M	\$_____	\$_____
13	Styro 8 or 8L (415A or 415C) Douglas-fir or Ponderosa pine (w/ 2-3 grams slow release fertilizer incorporated)	50	M	\$_____	\$_____
14	Styro 8 or 8L (415A or 415C) \$_____ Minor conifer species (cedars, spruce, hemlock, sugar pine, white pine)	10	M	\$	
15	Styro 5 (315A) Douglas-fir or Ponderosa pine	20	M	\$_____	\$_____
16	Styro 5 (315A) Douglas-fir or Ponderosa pine (w/ 2-3 grams slow release fertilizer incorporated)	50	M	\$_____	\$_____

17 Styro 5 (315A) 10 M \$ _____ \$ _____
_____ Minor conifer species (cedars, spruce, hemlock,
sugar pine, white pine, true firs)

SECTION A – CONTINUATION OF STANDARD FORM 1449

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
18	Styro 5.5 (315B) Douglas-fir or Ponderosa pine	15	M	\$ _____	\$ _____
19	Styro 5.5 (315B) Douglas-fir or Ponderosa pine (w/ 2-3 grams slow release fertilizer incorporated)	50	M	\$ _____	\$ _____
20	Styro 5.5 (315B) _____ Minor conifer species (cedars, spruce, hemlock, sugar pine, white pine, true firs)	10	M	\$ _____	\$ _____
21	Shipping Costs – Per Loaded Mile	2,000	Mile	\$ _____	\$ _____

M = Thousand

PERFORMANCE TIME: Performance time will be measured separately for each task order issued. Performance time will be from the date of task order issuance until the following April 30th. For example, a task order issued March 10th 2007 would have a performance time from March 10th, 2007 through April 30th 2008.

ESTIMATED START WORK DATE: February 13, 2007

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ANNUAL ECONOMIC PRICE ADJUSTMENT

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

Offeror’s economic price adjustment percentage(s):

2nd year _____
3rd year _____

SECTION A – CONTINUATION OF STANDARD FORM 1449

EVALUATION FOR AWARD: For evaluation purposes only, award will be made on an item basis based on the total of the base year plus the economic price adjustment percentages for the additional years for that item. Award will not be made for less than a total item in accordance with Section E, Solicitation Provisions, Provision 52.212-2 Evaluation-Commercial Items and Evaluation and Award Factors. If one offeror receives award of more than one item, simultaneous performance may be required.

TASK ORDERS

After award, task orders may be placed by the Government. The Sample Task Order (See Section D) is a sample order and given for illustration only.

All task orders will be placed no later than three years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for the second and third years will be effective the first day after the anniversary date of contract award.

The date of the order placed by the Government will determine the task order prices. The total value of all task orders will not exceed \$500,000.

MINIMUM GUARANTEE: The minimum guarantee under all contract awards made is \$75,000.

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

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION D.3.0.

SECTION B – TECHNICAL SPECIFICATIONS

B.1.0 GENERAL - The Contractor shall supply one-year-old (1+0) greenhouse-grown containerized seedlings as listed in Section A (Schedule of Items) in compliance with the terms, specifications, conditions, and clauses contained herein.

B.2.0 DEFINITIONS

Additional Seedlings - Seedlings produced in excess of quantities requested in Tree Seedling Schedule (OSO 5713-2).

S.B. - Seed from a parent tree which has been tested for growth and/or disease resistance characteristics. Test may apply to one parent only.

S.I.A. -Source Identify Subclass A, personally supervised collection.

Surplus Seedlings - Seedlings in excess of quantities ordered for delivery, up to the number requested in the Task Order.

B.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

B.3.1 The Contractor shall provide all necessary records, tools, equipment, seed (or purchase from the Government), labor, materials, laboratory tests, and perform accepted horticultural practices currently in use in the seedling nursery industry necessary to produce high-quality seedlings, including watering, protective fencing, weeding and fertilizing the seedlings, and the application of herbicides, fungicides, and insecticides, to control and prevent weeds, pathogens, and insects.

B.3.2 Seed Purchase Procedures - The Government has seed available for all requirements in Section B. The Contractor may purchase seed from the Government that the Contractor cannot otherwise obtain in accordance with the prices set forth in Section D.2.0. Seed supplied by the Contractor shall be certified by the Oregon State Seed Certification Service in accordance with the "Oregon-Washington Interagency Forest Reproductive Material Certification Standards." The minimum certification standard for all seed supplied by the Contractor shall be S.B..

B.3.3 Seedling Conditioning - A portion of the seedlings ordered may be requested for fall planting, generally described as scheduled for planting between September 15th and November 15th. Final shipping dates requested will be determined by prevailing conditions on the planting site. To meet specific delivery dates, and desired caliper size and stem lignification for seedlings requested for fall planting, seedlings shall be induced to set bud early for seedlings scheduled for fall plant. This may be achieved by either by the use of “black out” cloth to shorten photoperiod, or the use of moderate moisture stress, fertilizer changes and/or exposure ambient air temperatures. Each task order will specify whether “black-out” treatment or “moisture stress” treatment is to be used to induce dormancy. If the “black-out” method is requested/allowed, and the environmental conditions at the planting site(s) delays planting by more than two weeks following budset induction with black out, a second treatment may be required.

B.3.4 Fertilizer Incorporation – The Schedule of Items includes items under which slow release fertilizer incorporation is required. For larger container volumes (10 cubic inch or larger), 3 to 5 grams per container of 18-5-12 (or comparable) slow release fertilizer shall be added to the soil mixture prior to sowing. For smaller cell volumes (8 cubic inches and smaller) the rate of incorporation will be 2-3 grams per cell. Rooting medium shall be constantly monitored for salinity. Electrical Conductivity (EC) of 2.5 micro-siemens during the growing season and 2.0 micro-siemens during the dormant season shall not be exceeded. Immediate corrective action to prevent root damage must be taken if thresholds exceed these values.

B.3.5 Delivery - The anticipated delivery date (fall planting anticipated or winter/ spring planting anticipated), and delivery point to which seedlings must be delivered will be specified in each task order placed. Costs per loaded mile listed on the Contractor’s cost proposal shall be applied to each load or partial load requested for shipping by the Government. All seedlings will be delivered via enclosed, refrigerated trailers capable of maintaining 40 degrees F. temperatures for fall planted seedlings, and 33-35 degrees F. temperatures for seedlings ordered for winter delivery and spring planting.

B.4.0 GOVERNMENT FURNISHED SEED AND PROCEDURES FOR ACQUISITION OF GOVERNMENT SEED

B.4.1 Sugar Pine Seed - The Government will provide the seed for Items 7B, 11B, 14B, 17B and 20B, Sugar Pine at no cost to the Contractor. Upon placement of each task order which includes any of these items, the Government will issue Sugar Pine seed to the Contractor in quantities adequate to meet the requirements of the task order.

B.4.2 Acquisition of Government Seed

B.4.2.1 The Government has seed available for purchase for the requirements in Section B with the exception of the Sugar Pine seed noted above in B.4.1. The Contractor may purchase seed from the Government that the Contractor cannot otherwise obtain in accordance with the prices set forth in Section D.2.0. The cost of seed purchased from the Government by the Contractor will be deducted from the first or second partial payment. The Contractor shall notify and provide to the Government within 10 days of receipt of a task order a listing of seed by seed zone, elevation and amount that it wishes to purchase from the Government.

B.4.2.2 Each task order placed will list the seed lot characteristics (germination %, purity, seed per pound) for seed available for purchase from the Government. Contractor will determine the amount of seed needed based on the information provided. Maximum amount of seed to be furnished will be determined by the process listed in D.1.3.

B.4.2.3 Seed Germination and Purity

- a. Consider the following germination, seeds per pound, and purity values if seed is to be purchased from the Government:

<u>Species</u>	<u>Percent Germination</u>	<u>Percent Purity</u>	<u>Seeds per Pound</u>
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Douglas-fir	85	98	39,000
Ponderosa pine	85	98	10,500
Sugar pine	80	99	1,300
Western red-cedar	75	96	245,000
Incense-cedar	60	90	14,500
Western hemlock	70	97	245,000
Sitka spruce	70	98	190,000
Shasta red fir	70	98	8,600
White fir	60	98	14,000
Noble fir	65	98	14,500

b. If actual values (O.S.U. Test) exceed ± 5 percent, seed cost will be adjusted to reflect the difference.

B.5.0 SEEDLING LOT IDENTIFICATION AND RECORDATION

B.5.1 Seed Lot Identification - Seed lot identity must be maintained through the stratification treatment, sowing, all stages of seedling growth, lifting and shipping stages. The standard Bureau of Land Management (BLM) or Forest Service (FS) seed lot codes and district name shown on the individual task orders shall be included in the identification.

B.5.2 Inventories and Records - Provide the Government with inventories of stock on hand in accordance with the following specifications and schedule:

B.5.2.1 The inventory sample size shall be large enough to provide for a ± 10 percent standard error with a 95% confidence level.

B.5.2.2 Inventories shall include the following information:

- a) Contract number and task order number
- b) BLM or FS seed lot identification
- c) Nursery seed lot identification
- d) Number ordered (M seedlings) by lot
- e) Number of containers sown by lot
- f) Gross and net seedlings per lot
- g) Mean height (inches) *
- h) Mean caliper (MM) *

* Items to be included with the final 1+0 inventory due on October 17, 2007.

B.5.2.3 1+0 Containerized Seedling Inventory Schedule:

- a) Current inventory by June 3 of the calendar year in which sowing occurs, of live healthy seedlings (gross inventory) and those projected to meet contract specifications (projected net inventory).
- b) Current and complete inventory by October of the calendar year in which sowing occurs, of projected shippable seedlings meeting contract specifications.

- B.5.3 Records - The Contractor shall maintain and provide to the Government, upon request, a current record by dates, listing cultural work undertaken for this contract. Such records shall include date of seed stratification, sowing amounts, and dates of fertilization, fungicide treatments, watering schedule, moisture stress measurements, electrical conductivity (EC) tests, and lifting dates.
- B.5.4 Sowing Table Identification - Contractor shall identify each table or portion of a table of seedlings with a bed marker using the correct BLM or FS seed source code from labels on seed lots delivered by the Government or a nursery identification number referenced to the BLM or FS seed lot code.
- B.6.0 **SEEDLING SPECIFICATIONS**
- B.6.1 Roots - The roots must completely fill the container. The root mass and soil media shall remain intact when pulled out of the cavity, and remain intact during normal handling associated with sorting and packaging operations. The seedling must be capable of being withdrawn from the container without being damaged.
- B.6.2 Stem and Lateral Branches - Seedlings shall be of good quality as evidenced by dark green color, firm-dark brown buds, absences of root, stem or top deformity, mechanical damage, disease, mold, insect or animal damage, and absences of chlorotic or short abnormal "bottlebrush" needles. All gradeable (seedlings meeting specifications) and shippable seedlings shall have 95% of the top capable of photosynthesis. All defects lessening the vigor and predictability of a tree to survive and grow shall be classed as a cull.
- B.6.3 Seedling Specifications - Special

Containerized Seedling Specifications

<u>Species</u>	<u>Type Seeding Container</u>	<u>Top Height</u>	<u>Minimum Stem Diameter</u>
Doug-fir	Styro 15A	8 to 14 in.	3.5 mm
Ponderosa pine	Styro 15A	5 to 12 in.	3.8 mm
Minor species	Styro 15A	5 to 10 in.	3.0 mm
Hardwood species	Styro 15A	8 to 14 in.	3.0 mm
Doug-fir	Styro 10 415D	5 to 10 in.	3.0 mm
Ponderosa pine	Styro 10 415D	4 to 10 in.	3.2 mm
Minor species	Styro 10 415D	4 to 10 in.	2.8 mm
White pine	Styro 10 415D	3.5 to 10 in.	2.8 mm
Hardwood species	Styro 10 415D	6 to 12 in.	3.0 mm

Doug-fir	Styro 10D (RL 10)	6 to 12 in.	2.8 mm
Ponderosa pine	Styro 10D (RL 10)	4 to 10 in.	3.0 mm
Minor species	Styro 10D (RL 10)	5 to 10 in.	2.5 mm
White pine	Styro 10D (RL 10)	3.5 to 8 in.	2.5 mm
Doug-fir	Styro 8or 8L (415A or C)	5 to 10 in.	2.5 mm
Ponderosa pine	Styro 8or 8L (415A or C)	4 to 10 in.	2.8 mm
Minor species	Styro 8or 8L (415A or C)	4 to 10 in.	2.5mm
Doug-fir	Styro 5 (315A)	5 to 10 in.	2.3 mm
Ponderosa pine	Styro 5 (315A)	4 to 10 in.	2.5 mm
Minor species	Styro 5 (315A)	4 to 10 in.	2.3 mm
<u>Species</u>	<u>Type Seeding Container</u>	<u>Top Height</u>	<u>Minimum Stem Diameter</u>
Doug-fir	Styro 5.5 (315B)	5 to 10 in.	2.3 mm
Ponderosa pine	Styro 5.5 (315B)	4 to 10 in.	2.5 mm
Minor species	Styro 5.5 (315B)	4 to 10 in.	2.3 mm

B.6.4 Seedling Measurement Standards

B.6.4.1 Height will be measured from the cotyledon scar to the tip of the terminal bud to the nearest inch.

B.6.4.2 Stem caliper will be measured at a point 2.0 mm below the cotyledon scar. Stem will be measured where the stem is round. No measurement will be taken at an interval swelling.

B.7.0 PACKAGING AND MARKING

B.7.1 Lifting

B.7.1.1 The Government will notify the Contractor at least seven days prior to the planned date of pickup or delivery. This order may be made by telephone or in writing. Telephone orders will be followed by written orders. The seven day delivery date requirement will begin at the time of the telephone order. The task order will specify, by lot, seedling quantities and the date seedlings are to be delivered or picked up.

B.7.1.2 Seedlings shall not be packed until requested by the Government's representative or a

mutually agreeable packing date is agreed upon.

- B.7.1.3 Seedlings shall be fully watered and treated with a fungicide to prevent storage molding a maximum of five days before packaging.
- B.7.1.4 Seedlings pulled from containers for packaging shall be wrapped with plastic, or placed into plastic bags in bundles of 4 to 10 seedlings each.
- B.7.1.5 All seedlings shall be packaged in boxes meeting the specifications shown below:

Specifications - Fiberboard Boxes

Style: Full overlap top and bottom, without hand holes. If hand holes are present, boxes must be lined with plastic bags or other suitable material to prevent moisture loss or drying while in cold or freezer storage.

Joint: Stitched, glued, or stapled joints are acceptable.

Size: Maximum of 16" in height so that boxes are storable on existing BLM / Forest Service racks.

- B.7.1.6 All containers shall be labeled on one or more sides or ends. The label shall contain the number of seedlings per container, seed lot number, species, date packed, and nursery name. Containers shall be closed in a secure manner by banding, taping or stapling. Self-locking and/or folding tops are permissible.

B.7.2 Storage

- B.7.2.1 Packed seedlings must be placed promptly into cold storage facilities and inside box temperature maintained at 33-35 degrees F.
- B.7.2.2 Boxes shall be arranged in such a manner as to prevent crushing, smothering, heating, or other physical damage.
- B.7.2.3 Provide cold storage for a maximum of seven days after packaging.
- B.7.2.4 Cold storage facility shall have access and turning space capable of handling a 70 foot tractor-trailer.

B.8.0 ACCEPTANCE

- B.8.1 Acceptance by the Contracting Officer's Representative (COR) of workmanship and individual seedlings shall be final.

- B.8.2 Acceptance of work will be determined by the Contractor's compliance with terms, specifications, and workmanship required by this contract as observed by COR and determined by an inspection or test made at the nursery site, except as herein provided below.

B.8.3 Notwithstanding inspection and delivery, the Government reserves the right to make final acceptance of seedlings 20 days after delivery is made. Upon receipt of written notice from the Contracting Officer (CO) that seedlings delivered do not meet contract standards and specifications, the Contractor shall within five days regrade any seedling lots found to be defective. The Contractor shall pay all costs involved, including labor and shipping.

B.8.4 If the Contractor fails or refuses to correct defective seedlings within five days or a longer period as the CO may designate, the Contractor may be declared in default. If any corrective work is performed by the Government with its own forces, the Contractor shall reimburse the Government for cost of labor, materials, use of plant and equipment, and other expenditures directly assignable to the corrective work, plus the cost for Government inspection, supervision, and overhead. If the corrective work is performed by a Contractor other than the supplier and is paid for by the Government on a lump sum basis, the Contractor under this contract shall reimburse the Government the lump sum amount paid, plus the cost for Government inspection, supervision, and overhead.

B.9.0 MEASUREMENT AND PAYMENT

B.9.1 The Contractor shall submit invoices in accordance with paragraph B.9.4 below. Payment will then be made by the Government as provided in this section.

B.9.2 Measurement for payment will be made on the number of thousand acceptable seedlings in accordance with Section B, B.6.0 Payments will be made for the actual quantity requested or delivered up to the quantities shown in the task order. If the payment for the total acceptable live seedlings is less than the combined partial payments, the Contractor shall reimburse the Government for the overpayment. See paragraph B.10.0 for payment for additional seedlings.

B.9.3 Payment

B.9.3.1 After seed is stratified, sown, and germination is complete and the majority of seedlings have reached one inch in height, the Contractor may submit an inventory and invoice for partial payment in the amount of 25% of the unit price. Upon receipt and acceptance of the inventory of live healthy seedlings and the invoice, the COR will initiate a partial payment in the amount of 25% of the unit price times the actual number of live healthy seedlings in the inventory, not to exceed the quantities stated in the task order, less the deduction for seed purchased by the Contractor from the Government.

B.9.3.2 Upon receipt and acceptance of the June 3rd annual inventory (after thinning, if necessary) the COR will initiate a second partial payment in the amount of 50% of the unit price times the actual number of live healthy seedlings in the inventory, up to the quantity listed in the task order, less payment 1, less the deduction for seed purchased by the Contractor from the Government.

B.9.3.3 Upon receipt and acceptance of the October 17th annual inventory of shippable seedlings meeting contract specifications, the COR will initiate a third partial

- payment in the amount of 75% of the unit price times the actual number of live, healthy seedlings in the inventory, up to the quantity listed in the task order, less the amount of payments 1 and 2, less the deduction for seed purchased by the Contractor from the Government.
- B.9.3.4 When all seedlings have been picked up by the Government and/or delivered by the Contractor, final payment will be made for actual number of seedlings accepted up to the quantity listed in the task order, less payments 1, 2, and 3, less the deduction for seed purchased by the Contractor from the Government. See B.10.0 for purchase of additional seedlings.
- B.9.3.5 If the final payment for total acceptable live seedlings is less than the combined total of partial payments 1, 2, and 3, the Contractor will reimburse the Government for any overpayment.
- B.9.3.6 The Government reserves the right to purchase all seedlings not meeting specifications at a reduced price of 70% of the unit price. The Government will either agree to purchase the seedlings or relinquish ownership by December 12th of each year, or prior to grading and packing operations, whichever occurs first.
- B.9.4 Submission of Invoices - In accordance with the provisions of clause B.9.0 Measurement and Payment, the Contractor shall submit an invoice directly to the COR. Invoices must be prepared and submitted for each partial payment and final payment.
- B.10.0 **OPTION TO PURCHASE ADDITIONAL SEEDLINGS** - The Government will have the first opportunity to purchase all additional seedlings at the contract price. The Government will request the additional seedlings by December 12th of each year, or make them available for sale by the Contractor. If not requested by this date, the Contractor may retain or sell additional seedlings, without compensation to the Government.
- B.11.0 **SURPLUS SEEDLINGS**
- B.11.1 Seedlings declared surplus by the Government shall be offered for sale by the Contractor.
- B.11.2 All surplus seedlings, up to the amount requested for sowing on the task order, which are not sold by the Contractor will be purchased by the Government at the contract price minus lift and pack costs equal to 25% of the unit price. Disposal costs, if any, will be agreed to and approved by the CO prior to any disposal actions. Seedling produced in excess of the quantities requested by the Government in the task order, (i.e., overruns in requested production) which are not sold will be disposed of at the Contractor's expense. Overruns not purchased by the Government may be sold by the Contractor without further compensation to the Government.
- B.11.3 The total contract price will be reduced by the amount of 90% times the proceeds of the sale of all surplus seedlings. The remaining 10 percent of the proceeds, and/or all of the proceeds in excess of 100% total contract price, may be retained by the Contractor.

- B.11.4 Seedling sale prices for less than the contract price shall be subject to prior approval by the CO.
- B.11.5 90 percent of the value of sold surplus seedlings, up to a maximum of 100% of the contract price, shall be shown on the final invoice as a reduction or credit.
- B.11.6 The Contractor shall maintain and provide to the Government upon submission of the final invoice, a copy of sale receipts, a listing of purchasers, the sale price, and number of seedlings sold.
- B.12.0 DELIVERY
- B.12.1 All seedlings may be required for delivered F.O.B. destination by the Contractor to destination point as shown on the appropriate task order. If the Government requests Contractor delivery, the Government will reimburse the Contractor on loaded mile basis according to the pricing furnished by the Contractor under Item 21, Shipping Costs. Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding official federal holidays.
- B.12.2 The Government may elect to pick up seedlings at the Contractor's storage facility. If the Government elects to pick up seedlings at the Contractor's storage facility, the Contractor will furnish a forklift and personnel to load the Government trailer.
- B.12.3 Contractor deliveries shall be made by refrigerated truck or trailer. Temperatures within the seedling boxes inside the shipping container shall be maintained between 33° and 35° Fahrenheit.
- B.12.4 Boxes shall be arranged in such a manner as to prevent crushing, smothering, heating or other physical damage.
- B.12.5 Contractor shall prepare and provide to the driver of the Government truck, or BLM receiving clerks, a nursery shipping ticket when seedlings are loaded or delivered. The shipping ticket shall contain the contract number, seed lot number(s), number of boxes, number of seedlings per box, and total number of seedlings per seed lot.
- B.12.6 The Contractor shall be responsible for all seedlings produced for the Government, until the seedlings are delivered to or picked up by the Government.
- B.13.0 PERFORMANCE TIME - The following dates are deadlines set out in the other parts of this contract:
- June 3 of each year - Provide COR with Seedling Inventories, B.5.2.3 (a)
- October 17th of each year - Provide COR with Seedling Inventories, B.5.2.3 (b)
- B.14.0 PLACEMENT OF TASK ORDERS
- B.14.1 Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for offices identified on the Schedule of Items may also place

orders. The CO will consider price and past performance on this contract in determining placement of subsequent task orders. When past performance histories of awarded contractors are considered relatively close, price will be a major selection factor.

B.14.2 Task orders shall specify the items and quantities of seedlings ordered and required performance time. Other information provided with each task order will include the Tree Seedling Schedule (Form OR-5713-2) and the breeding or seed zone, elevation, specific certification required for the seedlings ordered.

B.15.0 RESPONSIBILITIES OF AUTHORIZED REPRESENTATIVE

The Contracting Officer's Representative (COR) is the on-the-ground administrator for the Contracting Officer (CO). The extent of and restrictions to the COR's authority are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

B.16.0 PROSECUTION OF WORK

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

B.17.0 SUBCONTRACTS

B.17.1 If the Contractor desires to subcontract work under the contract, it shall obtain the CO's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted.

B.17.2 The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

1510-52.216-70 Task Order Ombudsman

The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address stephanie_coleman@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR072007, Containerized Seedling Supply. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION C – CONTRACT CLAUSES

52.211-16 VARIATION IN QUANTITY

(APR 1984)

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

(b) The permissible variation shall be limited to:

15% increase

15% decrease

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

52.212-4 Contract Terms and Conditions-Commercial Items

(OCT 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

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

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

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
 - (i) *Payment*.-
 - (1) *Items accepted*. Payment shall be made in accordance with Section B.11.0 Measurement and Payment, of 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. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *Central Contractor Registration (CCR).*

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

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

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

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

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

(End of clause)

Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items, regarding Inspection/Acceptance procedures: See Section B.9.0 Measurement and Payment.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO (OCT 2004)
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

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

(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

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

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

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (ii) Alternate I (Mar 1999) of 52.219-5.
- ___ (iii) Alternate II (Jun 2003) of 52.219-5.
- ___ (iii) Alternate II (Jun 2003) of 52.219-5.
- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- X (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (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.
- X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business SetpAside (May 2004).
- X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Oct 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.

- ___ (24) 52.225-5, Trade Agreements (Oct 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.Os., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (28) 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)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to

create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

52.216-18 ORDERING

(OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$7,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for single item in excess of \$125,000.

(2) Any order for a combination of items in excess \$125,000.

(3) A series of orders from the same ordering office within one year that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

paragraph (b) of this section.

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

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after April 30th following the last day to issue task orders.

SECTION D – CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Sample Task Order (with Tree Seedling Sowing Schedule, Form OR 5713-2)

D.1.0 GOVERNMENT-FURNISHED TREE SEED

D.2.0 SEED PURCHASE PRICES

D.3.0 TECHNICAL PROPOSAL OUTLINE - CONTAINER SEEDLINGS

D.1.0 GOVERNMENT-FURNISHED TREE SEED

D.1.1 The Government will provide the following information on all seed lots the Contractor wishes to purchase: germination percent, number of seeds per pound, purity percent, species, seed zone and elevation, year of collection, year tested, certification class, and testing lab.

D.1.2 If the Contractor chooses the option to purchase and utilize Government seed, the Government will provide and deliver seed identified by lot number to the Contractor's nursery site or contracted stratification facility, not later than one week following notification by Contractor of amounts needed.

D.1.3 The Contractor shall determine the quantity of seed needed to produce the required number of seedlings in each Item awarded, based on information to be provided in each task order. The maximum pounds of seed to be provided by the Government for individual seed lots will be computed as follows:

Standard Sowing - Items shown for standard sowing on Exhibit A -

Seedling Data Sheet will be computed as follows:

Seed Required in lbs. =	$\frac{T \times O \times W \times G}{S \times P}$	
T = total order (number of seedlings)	<u>Germ. Rate</u>	<u>Seed/Cell</u>
O = oversow for falldown 1.15 (15%)	55 - 64%	4.0-3.6
W = seed waste factor 1.1 (10%)	65 - 74%	3.5-3.1
S = seeds per pound	75 - 84%	3.0-2.6
G - seed per cell (depending on germ. rate)	85 - 94%	2.5-2.1
P = purity factor (1.0)	95 -100%	2.0-1.6

The quantity of seed determined to be needed by the Contractor shall be subject to approval by the COR for both Standard and Improved Seed Sowing. Deadline for this information being given to the COR is ten days after Contractor receipt of the task order with Tree Seedling Schedule with seed attributes filled in.

D.2.0 SEED PURCHASE PRICES

- a. Douglas-fir
 - 1) Source Identified - Subclass A (S.I.A) - \$ 76.00 per pound
 - 2) Select B (S.B.) - \$150.00 per pound

- b. Ponderosa pine
 - 1) Source Identified - Subclass A (S.I.A.) - \$ 60.00 per pound

- c. Cedars, spruce, hemlock
 - 1) Source identified – Subclass A (S.I.A.) \$ 135.00 per pound

D.2.0 SEED PURCHASE PRICES – Continued

- d. Rust resistance sugar pine and western white pine
 - 1) Select B (S.B.) - \$ 150.00 per pound
- e. True fir
 - 1) Source identified – Subclass A (S.I.A.) \$ 55.00 per pound
- f. Hardwood species
 - 1) Source identified – Subclass A (S.I.A.) \$ 50.00 per pound

D.3.0 TECHNICAL PROPOSAL OUTLINE – CONTAINERIZED TREE SEEDLINGS

NOTE: Technical proposal must follow this outline.

FIRM NAME
ADDRESS
PHONE
NURSERY ADDRESS
NURSERY PHONE
NURSERY ELEVATION
OWNERS

- I. Adequacy of Facilities to Produce Quality Container Seedlings - Describe facilities and equipment to be used. Proposal should include:
 - A. Type of facility (top, sides, floor).
 - B. Heating and cooling system. Overhead or under tables.
 - C. Fertilization equipment.
 - D. Container filling and packing equipment.
 - E. Type tables used and elevation from floor.
 - F. Packaging method and shipping container.
 - G. Monitoring equipment and safety devices (backup systems).
 - H. Cold and/or freezer storage.
 - I. Total number of seedlings your nursery plans to grow during 2007, that will be processed and shipped during the period September 2007 through March 2008.
 - J. Irrigation system.
 - K. Water Supply

1. Water source (well, river, pond, etc.)
2. Quantity of water (gallons per minute)
3. Water rights

II. Technical and Management Approach for Container Seedlings:

- A. Technical approach to the production of quality seedlings. This section should outline the details of day-to-day crop production from a technical standpoint (i.e. the “operational aspects of seedling crop production). Proposal should include:
1. Method and formula for determination of seed quantity.
 2. Stratification procedures.
 3. General plan for watering, fertilization, temperature ranges, cultural practices, and disease control to promote optimum growth of seedlings. Procedure for inoculating seedlings with mycorrhizae, if used. Address plans for slow-release fertilizer incorporation into the growing medium.
 4. Growth medium to be used, including pH level. Salinity monitoring planned.
 5. General plan for conditioning seedlings to achieve hardening-off, but set, and root development prior to shipment for field planting. Discuss use (timing, duration, etc.) of blackout technology and differing strategies used on seedlings planned for fall versus winter shipment.
 6. Pulling, packing and shipping procedures.
 7. Inventory sampling procedure and accuracy plus or minus percent, 10% standard error with a 95% confidence level.
- B. Management approach to effectively administer the production of the seedlings. Outline the basic management philosophies or approaches involved in crop production. (e.g. - importance management places on records and how they may be used to manage current and subsequent crops; what emphasis does management place on training of key employees, how are quality standards determined, monitored, reinforced, and communicated to employees, etc.) Include general categories:
1. Seed lot identity maintenance during stratification, sowing, crop deployment and movement within the houses, pulling/grading, and packaging. (the management approach would typically differ from the technical approach in that it would deal with how the procedure detailed in the tech. section above is documented, how it is communicated to employees, at what organizational level the responsibility resides, controls or checks built in, etc.)

2. Growing records (fertilization, watering, disease and insect control, temperature control, cooling, and heating).
3. Nutrient, water, and disease monitoring procedures to be used.
4. Quality control and monitoring procedures to be used during all phases of nursery operations.

III. Previous Experience in the Production of Container Seedlings:

A. The following phases of greenhouse nursery operation should be addressed:

1. Preparation for sowing (seed stratification, seed quantity estimates).
2. Horticultural experience in use of practices necessary to promote growth of seedlings (watering, fertilization, disease and insect control, and dormancy induction).

B. Nursery's previous record:

1. Experience of nursery manager and key personnel as related to expertise in producing container seedlings of various species - particularly those required for production in Section B, Schedule of Items.
2. A separate resume must be submitted for the nursery manager and key personnel.
3. Nursery's previous record in producing container seedlings that are hardened-off with a bud set and a root mass capable of being withdrawn and planted by fall (September, October).

Year	<u>Species</u>	Number of Seedlings	
		<u>Number of Seedlings Contracted For</u>	<u>Number of Seedlings Produced/Delivered</u>
2004-2005	_____	_____	_____
2005-2006	_____	_____	_____

List of references for above years (firm or individuals receiving seedlings):

<u>Year</u>	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
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SAMPLE TASK ORDER

To: Contractor

From: Bureau of Land Mgmt. (952)
 Branch of Procurement Mgmt.
 P.O. Box 2695
 Portland, Oregon 97208

Contract No: HAC07xxxx
 Item Number(s): 2, 4, 10, 12, 21

Requesting Office: Medford DO OR110
 Task Order No: HAD07xxxx
 Task Order Date: 01/22/2007

<u>Item</u>	<u>Description/Project Area Name/ Location</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>

Containerized Seedling Production – Medford, Salem and Roseburg Districts

2	Styro 15 (515A) Douglas-fir - Medford w/3-5 grams slow release fertilizer	45	M	\$ _____	\$ _____
4	Styro 15 (515A) - Salem Hardwood Species (alder)	10	M	\$ _____	\$ _____
10	Styro 10D (or RL10) Douglas-fir - Roseburg w/ 3-5 grams slow release fertilizer	52	M	\$ _____	\$ _____
12	Styro 8 (415A) Ponderosa pine - Medford	30	M	\$ _____	\$ _____
Sub-Total:					\$ _____

Shipping Costs – Per Loaded Mile

21	To Medford, OR	86	Mile	\$ _____	\$ _____
21	To Salem, OR	369	Mile	\$ _____	\$ _____
21	To Roseburg, OR	178	Mile	\$ _____	\$ _____

Sub-Total Shipping Costs \$ _____

Total \$ _____

PERFORMANCE TIME: 450 Calendar Days
 ESTIMATED START WORK DATE: February 5, 2007

Accounting and Appropriation Data:

Name of Ordering Officer

Ordering Officer's Signature

Date