

AWARD DATA

Orders May Be Placed Through 09/12/2013

Vascular Plant Surveys, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

USDI, Bureau of Land Management
USDA, Forest Service
Bureau of Indian Affairs
Fish and Wildlife Service
National Park Service

BLM Contract No: L10PC00626

Contractor:

Scot Loring
935 Bellview Ave.
Ashland, Oregon 97540

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

Contractor contact: Scot Loring – 541-621-8746.

For attachments in Section D, please contact Yuri.

All modifications have been incorporated into text.

SECTION A – CONTINUATION OF STANDARD FORM 1449

This is a three-year indefinite-delivery, indefinite-quantity contract for vascular plant surveys primarily in southwestern Oregon. The quantities listed are the estimated survey acres anticipated to be ordered by the Bureau of Land Management (BLM) throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, other Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are authorized to issue task orders against this contract.

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

<u>Sub-Item</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	Special Status Vascular Plant Surveys in Timber Sale units	5,000	AC	\$ <u>5.80</u>	\$ <u>29,000.00</u>
B	Special Status Vascular Plant Surveys in Fuels Reduction units	9,000	AC	\$ <u>6.60</u>	\$ <u>59,400.00</u>
C	Special Status Vascular Plant Surveys in Silviculture units	8,000	AC	\$ <u>13.00</u>	\$ <u>104,000.00</u>
D	Special Status Vascular Plant Surveys in recently burned units	3,000	AC	\$ <u>6.80</u>	\$ <u>20,400.00</u>
E	Roadside surveys (20-100 ft both sides of road)	1,500	AC	\$ <u>11.00</u>	\$ <u>16,500.00</u>
F	Second Year Fritillaria Surveys	1,000	AC	\$ <u>4.00</u>	\$ <u>4,000.00</u>
G	Hand-pulling of small Noxious Weed Populations in surveyed units.	400	EA	\$ <u>50.00</u>	\$ <u>20,000.00</u>
H	Walk-ins greater than 0.5 miles	15	MI	\$ <u>50.00</u>	\$ <u>750.00</u>
I	Seed Collection Site Identification	30	EA	\$ <u>25.00</u>	\$ <u>750.00</u>
TOTAL ITEMS A-I (All or None)					\$ <u>254,800.00</u>

SECTION A – CONTINUATION OF STANDARD FORM 1449

AC = Acre

Est = Estimated

Qty = Quantity

PERFORMANCE TIME FOR COMPLETION OF FIELD SURVEYS:

- Subitem A: One (1) calendar day for each 40 acres per person
- Subitem B: One (1) calendar day for each 40 acres per person
- Subitem C: One (1) calendar day for each 30 acres per person
- Subitem D: One (1) calendar day for each 30 acres per person
- Subitem E: One (1) calendar day for each 25 acres per person
- Subitem F: One (1) calendar day for each 40 acres per person
- Subitem G: One (1) calendar day for each 30 sites
- Subitem H: One (1) calendar day per mile
- Subitem I: One (1) calendar day per 10 sites

30 day performance time will be added for completion of reports

ESTIMATED START WORK DATE: May 1, 2011

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose 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 5%

3rd Year 5%

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of all listed subitems for the base year plus the economic price adjustment percentages for the additional years. The Government will make award on an all-or-none basis in accordance with Section E, Solicitation Provisions, 52-212-1 Instructions to Offers – Commercial Items, and 52.212-2 Evaluation – Commercial Items. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

SECTION A – CONTINUATION OF STANDARD FORM 1449

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section E.

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. 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 from the date of contract award through September 30, 2011. Prices for subsequent years will be effective from October 1 through September 30 of the specified year. The date of the order placed by the Government will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$500,000.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$20,000 (even if the Contractor's maximum task order limitation is higher).

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is \$ 50,000 (Insert task order limitation. Maximum is \$25,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is \$ 75,000 (Insert order limitation. Maximum is \$50,000 if no amount is shown.)

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

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

SECTION C - CONTRACT CLAUSES

52.252-2 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: <http://www.acquisition.gov/comp/far/index.htm> and **Department of the Interior Clauses:** <http://www.doi.gov/pam/1452-3.html>

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-3	Gratuities	April 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
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

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

(MAR 2009)

(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.

Addendum to 52.212-4(a), Contract Terms and Conditions—Commercial Items, regarding Inspection/Acceptance procedures: See Section D, Attachment No. 1 – Statement of Work 6.0 and 7.0 references BLM Inspection and Acceptance procedures.

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

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

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

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

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

(g) *Invoice*.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in

accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) Payment.—

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

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(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; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)

(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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ___ (5) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- ___ (6) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (7) [Reserved]
- (8)(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](#).
- ___ (9)(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](#).
- ___ (10) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (11)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
 - ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (12) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (13) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (14)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([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](#).
- ___ (15) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (16) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (17) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

- X (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (23) [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](#)).
- ___ (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- ___ (25) [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](#)).
- ___ (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) [52.222-54](#), Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ___ (30)(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](#).
- ___ (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (32)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
 - ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (33) [52.225-5](#), Trade Agreements (June 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (38) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (41) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (42) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (43)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
 - (ii) [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.
 - (iii) [Reserved]
 - (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) [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](#)).
 - (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
 - (vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
 - (x) [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.*).
 - (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
 - (xii) [52.222-54](#), Employment Eligibility Verification (Jan 2009).
 - (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-18 ORDERING

(OCT 1995)

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

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

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule (SECTION A - CONTINUATION OF STANDARD FORM 1449).

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 \$20,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of See Section A – Continuation of Standard Form 1449;

(2) Any order for a combination of items in excess of See Section A – Continuation of Standard Form 1449; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding See Section A – Continuation of Standard Form 1449.

(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 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS '

Attachment No.	Title	Pages
1	Statement of Work	10
2	Classification and Wages of Government Employees	1
3	Wage Determination	10
4	Fire Requirements	2
5	Sample Task Order	1
6	Weedlist Oregon 2010	1
7	Survey and Manage Species List	3
8	Noxious Weed Site Report Form	2
9	Special Status Plant Survey Report	2
10*	Special Status Plant Site Form 2009	2
11*	2009 Special Status Plant List	5
12*	Glendale Resource Office Vicinity Map	1
13*	IDIQ Example Map	1
14*	Sample Task Order Species List – Vascular 1	1
15*	Sample Task Order Species List – Vascular 2	1
16*	Sample Task Order Species List – Vascular 3	1

*Separate attachments

STATEMENT OF WORK
VASCULAR PLANT SURVEY IDIQ
GLENDALE RESOURCE AREA, MEDFORD DISTRICT BLM

1.0 GENERAL

1.1 Description of Work

- 1.1.1 The Bureau of Land Management (BLM) is acquiring vascular plant surveys on BLM lands. The work consists of collecting field data on vascular plant species on sites primarily located in southwestern Oregon.
- 1.1.2 The Contractor shall provide all services necessary to search for, locate and collect field data on 'A' List Special Status (SS) vascular plants – Federal Threatened, Endangered and Proposed; Survey and Manage A – C; Bureau Sensitive and Strategic; State Threatened and Endangered. Data shall also be collected for "noxious weeds" encountered during surveys. Incidental sightings of Survey and Manage B, D, E species, and 'B' List SS vascular plants – Medford Watch – discovered during surveys may also be documented. Surveys shall occur in a variety of habitats, including conifer forests (timber sale units), oak-pine savannas, oak woodlands, mixed hardwood-conifer woodlands, chaparral or grasslands (fuels treatment and grazing allotment units), or early-seral conifer plantations (silviculture units). See Section D for species lists.
- 1.1.3 Surveys shall be conducted between April 1 and July 31. Timing of field work shall take into consideration potential target species, elevation, seasonal climate, aspect, and habitat of each project area.
- 1.1.4 Survey Report forms furnished by the BLM shall be completed and unit summaries and species lists compiled for all sections surveyed, whether or not SS plants are found. Document, flag, map, photograph and record GPS UTM coordinates for SS vascular plant populations discovered. Noxious weed populations encountered shall be mapped and described. (See Section 5.0 for detailed description of field work and documentation requirements and Section D for sample forms.) A final report summarizing all SS and/or noxious weed populations found by species and number of sites shall be submitted upon completion of each task order.
- 1.2 Species Lists - The 2001 Survey and Manage/T – E/Bureau Special Status 'A' and 'B' Lists and noxious weeds list included in Section D will be updated yearly and provided to the Contractor. Some species may be dropped or added, but the lists will be comparable to those in Section D.
- 1.3 Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release,

reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer (CO).

- 1.4 Location - The work will be performed primarily in southwestern Oregon, within 100 miles of the Medford District office. The specific location of sample projects are shown on the maps located in Section D. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation and can be difficult to walk through.
- 1.5 Access
 - 1.5.1 Access will be by both gravel roads (improved) and dirt roads (unimproved) which may require four-wheel drive vehicles. Some units and portions of units do not have direct road access. Some roads or portions of roads may need to be accessed by foot. Standard access will include up to one-half mile travel to the unit boundary. Any walk-ins exceeding 0.5 miles will be compensated at \$55.00 per mile.
 - 1.5.2 Crossing Private Land: the Government shall obtain permission from landowner(s) to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall inform the Government within 7-10 days of the planned survey so the Government may contact private owner to be granted permission to travel over private lands.
 - 1.5.3 Some project units may be beyond locked gates that may require a key for access. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys will be issued to the Contractor by the Contracting Officer's Representative (COR) at the BLM, Medford District Office. Return all gate keys to the COR before final payment is made. The Contractor will be charged \$30.00 for each key lost or returned in an unusable condition.
- 1.6 Pre-work Conferences - A pre-work conference will be held after contract award and prior to issuance of the first task order to ensure a clear understanding of the scope of the contract, the sequence of work, submission times for weekly progress reports, documentation requirements, inspection and payment schedules. Pre-work conferences will also be held prior to issuance of subsequent task orders, if deemed necessary. The Contractor will be notified in advance of the meeting time, date and place for pre-work conferences.

2.0 DEFINITIONS

Base (reference, control) Station – A GPS receiver set up at a known location; that is, a point whose Universal Transverse Mercator (UTM) coordinates and elevation are known.

CEP (circular error probable, 2-dimensional) – Statistical measure of accuracy. It implies the probability that 50% of the positions obtained will fall within a circle of the specified radius.

Draft site form – UTM's, biological and habitat information, directions, and map.

GPS – Global Positioning System

Intuitive Controlled Survey Method – survey effort covers a representative cross section of all major habitats and topographic features including slopes, draws, benches, ridges, riparian or wet areas, rock outcrops and meadows and is concentrated in areas of probable habitat of target species.

Noxious Weed – Any plant classified as noxious by the Oregon State Weed Board.

PDOP (Position of Dilution of Precision) – PDOP is an indicator of the satellite's geometry in relation to the user's GPS receiver location. The smaller the number, the better the geometry; therefore, the better the position.

Special Status Plants – 'A' List includes Federal Threatened, Endangered and Proposed; Bureau Sensitive and Strategic; Oregon State Endangered, Threatened and Candidate; and Survey and Manage category A and C vascular plants. The 'B' List includes Medford Watch vascular plants. Section D.

Seed Collection Area – an area approximately 0.25 acres or more with sufficient numbers of a desired native plant species to collect seed for restoration purposes.

Site - occurrence of a target species. For Special Status Plants, patches closer than 300 feet are considered the same site for documentation purposes. For noxious weeds within a unit, patches closer than 300 feet are considered the same site. For roadside noxious weeds patches closer than 0.25 mile are considered a site.

Universal Transverse Mercator (UTM) - A mapping coordinate grid system based upon one of many different mapping projections. The BLM in Western Oregon uses a projection in UTM Zone 10, US Datum of 1927 (CONUS NAD27). The data is displayed in meters easting and northing.

3.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES '

3.1 The Contractor shall furnish all labor, equipment, supervision, materials (except Government furnished items specified in C.4.0) and incidentals necessary to perform vascular plant surveys in accordance with the enclosed specifications, terms and conditions.

3.2 Specifically, but not necessarily all inclusive, the Contractor shall furnish:

- a. Compass with azimuth and declination setting. '
- b. A GPS unit and software capable of collecting UTM's within 150 feet accuracy. '
- c. Wide-lined permanent markers for marking flagging in the field. '
- d. Hand lens (minimum magnification 10 X). '
- e. Hickman, J. (ed.), "The Jepson Manual: Higher Plants of California" '

Abrams, "Illustrated Flora of the Pacific States" '
Hitchcock Cronquist, "Flora of the Pacific Northwest" '
Munz & Keck, "A California Flora and Supplement" '
Peck, "A Manual of the Higher Plants of Oregon", '

or other appropriate flora required to accurately identify plants encountered during the inventory.

- f. Digital (with a minimum resolution of 5 mega-pixels) or 35mm camera with 200 or 400 ASA film. Color hardcopies of all photos required. Digital images should be submitted on a CD, with images formatted as JPEG.
- g. Fine-lined permanent marking pens for marking aerial photos, minimum of two colors.
- h. Staple gun or hammer.
- i. Additional color photo copies of aerial photos if needed (BLM provides one).
- j. Additional copies of 1:12,000 topographical section maps if needed (BLM provides two).
- k. Transportation to and from the work site.
- l. Training necessary to meet identification and survey requirements of surveyors.

4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

4.1 The Government will furnish to the Contractor the following materials, supplies, property or services:

- a. District road maps and 1:12,000 scale topographic maps of project areas.
- b. Aerial photos or color copies of aerial photos.
- c. Flagging for marking survey lines and populations of special status plants.
- d. Paper copies and Word compatible disk of Special Status Plant Survey Report Form and Special Status Plant Report Form.
- e. Medford District Special Status Plant Lists ('A' and 'B' and including S&M and T E species).
- f. Medford District Noxious Weeds list.
- g. Access to Soil Survey of Jackson County Area, Oregon, USDA Soil Conservation Service.
- h. Access to Keys of the Field Guide to the Forested Plant Associations of Southwestern Oregon. '
- i. Plant site signs. '

4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work required under this contract. All items will be available from the COR at the Grants Pass Interagency Office, 2164 NE Spalding Ave., Grants Pass, Oregon, 97526.

5.0 SPECIFIC TASKS

5.1 Field Work '

5.1.1 *Timing of Surveys*: Fieldwork shall be conducted during the stage of phenological development that assures visibility of characteristics necessary for accurate identification of Special Status (SS) plant species. April 1 to July 31 should normally encompass the time period in which

identification of SS plants is possible. Two or more entries into portions of the lands proposed for botanical inventory may be required in order to identify the SS and/or noxious weed species likely to occur during their flowering periods. Survey and Manage species shall be surveyed (only Category A and Category C species require surveys) according to protocol, which can be accessed at <http://www.blm.gov/or/plans/surveyandmanage/SP/VascularPlants/section1.htm> Timing of surveys shall consider potential target species, seasonal climate, elevation, aspect and habitat for each project area.

- 5.1.2 *Target Species:* Searches for 'A' List species (Federal Threatened, Endangered and Proposed; Survey and Manage A C; Bureau Special Status Sensitive and Strategic) shall be conducted using the Intuitively Controlled Survey Method. Units shall be surveyed by walking routes that cover a representative cross section of all major topographic (slopes, draws, benches, ridges) and special features of each parcel (serpentine, wet areas, rock out crops, riparian areas, etc.). Upon arrival in an area of high potential habitat, a complete survey for the target species shall be made. Survey and Manage B, D, E species and 'B' List species (Medford Watch) may also be documented if encountered during surveys for 'A' List species.
- 5.1.3 Units where boundaries are not clearly identified on the ground shall be surveyed by approximating the boundary location from Government provided maps and photos.
- 5.1.4 Double strands of route flagging shall be hung at the beginning and end of each route. Single strands shall be hung A) every 100 feet or B) within plain site of the previous flag along the survey line to show the route taken while conducting the survey. Accurately depict the survey route on a separate topographic section map. When contours of the land and/or dense vegetation reduce easy visibility, flagging shall be hung at whatever intervals are needed to follow the survey lines. Route flagging shall be of the color designated by the Government for this purpose.
- 5.1.5 When 'A' or 'B' List SS vascular plant species are discovered:
 - a. When Special Status, S&M A & C, and T E species are found, the population boundaries shall be clearly delineated with flagging of designated color provided (yellow/black striped). Single plants or a small concentration shall be marked with a piece of long, doubled flagging as close to the plant(s) as possible. Sites with plants over a small population area (less than 30 feet radius) shall be double flagged in the center of the population with at least four single flags marking the population boundaries. Larger populations – those which are greater than 100 feet in diameter - shall be outlined on maps and aerial photos with double flagging hung in the vicinity of the population center.
 - b. Label the central flagging from the knot down on the upper end of the flag, using a wide-tipped permanent black marker. Include the plant code (NRCS), date, site number and surveyor's initials. Clearly number and label multiple sightings of one species within one unit or proposed project area as 1, 2, 3, etc. When multiple flagging is hung at a site, label the center flag with all required information and at least some of the additional flags with the species name or code and the site number.

- c. Photograph SS species found. Take at least one photograph of the plant itself and at least one photograph of the general habitat where it is located. The habitat photograph shall be taken after identifying flagging has been hung. Each photograph shall be labeled with the township, range, section, quarter section, plant found, site number, date and surveyor's name.
- d. Complete a Special Status Plant Site form.
- e. Mark site on topographic map and aerial photo. The site number on the flagging shall match that on the site form, topographical map and aerial photo.
- f. Collect UTM coordinates at the site and record on the site form. Indicate the type of GPS equipment used on the site form (e.g. Trimble GeoExplorer 3). The GPS point data shall be accurate to within 150 feet. The accuracy level shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50 feet). The PDOP value should remain below eight unless insufficient satellites are detected. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try offsetting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are detected after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS equipment should be programmed at the following settings:

Coordinates:	UTM
Zone:	10 North
Datum:	N-Am. 1983 CONUSm
Units:	Meters

- g. Post Plant Site signs on the nearest live tree to the center of the population. Attach signs 5-6 feet above the ground using a staple hammer or staple gun. Hang enough signs around the perimeter of the tree so that at least one is visible from every direction (e.g. attach three signs around a medium-size tree and four signs around a large tree). Write the species name code (e.g. CYMO2 for *Cypripedium montanum*), site #, date and surveyor's initials on at least one sign per site and indicate the azimuth and number of feet to the nearest SS plant.
 - h. Flag a route with route flagging from the site to the nearest road or easily locatable reference point (e.g. stand edge, section line). Hang two strands of route flagging at the reference point and label with the species name code, site #, and azimuth and distance to the site.
- 5.2 Compile a species list by section of all plants encountered during the surveys. Indicate the habitat type if species are found only in special habitats, such as riparian areas or rock outcrops. The species list shall include a heading on each page with: 1) project name, 2) legal description, 3) unit number, 4) survey date, and 5) Contractor's name. See Section D for sample list.

5.3 When *Fritillaria* and/or *F. recurva* leaves are found within range of *F. gentneri*:

Fritillaria gentneri and/or *F. recurva* species leaves found within the range of *Fritillaria gentneri* shall be mapped (as point, linear or polygon) on a separate map and approximate number of small and large leaves counted or estimated shall be documented on the map to indicate estimated abundance in each distinct patch. *Fritillaria* sites shall be flagged and labeled so they can be easily relocated.

5.4 When Seed Collection areas are encountered:

At the direction of COR, seed collection areas (see definition) shall be delineated on a separate 1:12,000 map. Document on the map; the species code, cover estimate, and acreage estimate. The COR will determine which species and how many collections for each project (i.e. 3 sites of *Elymus glaucus*, 2 sites of *Bromus carinatus* and 1 site of *Festuca californica* for the West Gulch project). Seed collection areas shall be flagged and labeled so they can be easily relocated.

5.5 When noxious weed populations are encountered:

- a. Indicate the extent of the population on a separate topographical map and aerial photo.
- b. Record the following data for each species and population on the topographical map:
 - 1) species name
 - 2) approximate area in square feet
 - 3) percent cover
 - 4) survey date

If there are multiple sites in a section, number sites on map and record data collected on a separate page.

- c. Hand-pull the small documented populations of Scotchbroom, Knapweed, Bull/Canadian Thistle, Tansy Ragwort and Starthistle that are found within units surveyed. A small population is defined, for purposes of this contract, as;
 - A) Any noxious weed population (of the abovementioned species) that can be pulled within 0-15 minutes with a high probability of successfully removing the underground root system, or,
 - B) Scotchbroom: 1-25 plants with a stalk less than 0.75 inches in diameter (measured at base).
Knapweed: 1-25 plants.
Bull/Canadian Thistle: 1-30 plants.
Tansy Ragwort: 1-30 plants.
Starthistle: All plants within a 300 square foot area.
- d. Ideally, pulled plants – at least the flowering parts if they are not pulled before blooming - should be placed in a plastic bag, tightly sealed, and carried out.

- e. Final paperwork will include a short summary of the number of pulled sites, the species pulled, and the approximate square feet the pulled plants covered.

5.6 Documentation

5.6.1 All field work shall be fully documented. For inspection purposes, brief bi-weekly progress reports on work completed to date, including maps with the locations of any noxious weed and special status plant species found shall be submitted to the COR. The day and time for submittal of progress reports will be established at the pre-work conference.

5.6.2 The following documentation is required for each section completed (sample forms in Section D):

- a. Completed Special Status Plant Survey Report.
- b. Completed Special Status Plant Report form for each SS vascular plant found and a topographical map with that site only marked on it.
- c. Topographical map showing survey routes.
- d. Separate topographical map and aerial photo showing all SS plant locations if found.
- e. Separate topographical map and aerial photo showing noxious weed population locations and data if found.
- f. Species list (hard copy and on disk) of all plants encountered during the survey (see sample in Section D for format).
- g. A unit summary including information on unit topography, vegetation, apparent history (e.g. burned, logged), weeds, management effects, SS plants and habitats, and other observations.
- h. Photographs for any SS vascular plants found.

5.6.3 Review and edit all forms and maps prior to submitting to the COR to ensure that all required forms are properly completed and all information submitted is legible.

5.6.5 A summary report of contract work and resultant findings shall be submitted to the COR. This report shall list the following: Special Status, Survey and Manage Categories A & C, and/or noxious weed populations found by species; how many sites were found for each one; if a noxious weed site, whether or not it was pulled; seed collection site(s) by species, TRS, and project unit it was found in; and other notable info that might be helpful in natural resource planning efforts.

5.7 Special Status Plant Collection

5.7.1 First time encounters of noxious weeds or SS plant species may require collection of plant material for accurate identification. Collection of SS plant species shall be made only when the population can withstand a reduction in its numbers. The minimum number of plants in a population which can withstand a reduction shall be twenty or more. No collection shall be

made in populations of less than twenty without the authorization of the COR or of Threatened, Endangered or Proposed species.

- 5.7.2. All voucher collections shall be pressed and dried to herbarium standards as described in Vascular Plant Taxonomy by Dirk R. Walters and David J. Keil with labels bearing survey unit name, unit number, township, range, section, species name and date collected. Voucher specimens shall be delivered to the COR with the bi-weekly progress report and no later than submission of the final invoice.

6.0 INSPECTION, ACCEPTANCE, AND PAYMENT

6.1 Field Survey - Inspection

- 6.1.1 The COR or Project Inspector (PI) will inspect a randomly selected 5-10% or more of the units where surveys have been completed.
- 6.1.2 The COR or PI will walk through the surveyed areas evaluating: (1) if a representative cross section of the unit was surveyed and all unique habitat features were surveyed as specified in 5.0, and (2) that no noxious weeds or SS plants were overlooked.6.1.3 Most areas with positive sightings will be inspected.
- 6.1.4 All documentation of completed surveyed areas shall be submitted to the COR at the appointed time. The COR will inspect all documentation for legibility and consistency in reporting style.

6.2 Field Survey -Acceptance

- 6.2.1 Field surveys shall be sufficient to satisfy all requirements as specified in 5.0 Specific Tasks.
- 6.2.2 The Contractor shall rework any area or portion thereof that does not meet the terms of the contract. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding to new areas.

6.3 Documentation - All required documentation shall be sufficient to satisfy all requirements as specified in 5.0 Specific Tasks. Any submittals not meeting these requirements will be returned and shall be re-done.

- 6.3.1 Documentation must be submitted within the timeframes delineated on each task order. If paperwork not turned in by the established due date, the contractor will be issued a Notice of Non-compliance. If the contractor fails to submit paperwork within an established timeframe, the Task Order may be defaulted.

6.4 Payment

6.4.1 Payment will be made for the number of acres completed and accepted at the unit price as stated in each task order. A mutually agreed upon schedule for periodic payments will be arranged at the pre-work conference.

6.4.2 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.

6.5 Measurement/Re-measurement

6.5.1 Measurement of Survey Areas - Survey area acreage is determined by digitizing proposed units from hand drawn maps into an ArcView GIS program. Acreages are then calculated by ArcView.

6.5.2 Re-measurement of Survey Areas - The Contractor may, at any time during the course of the contract, request in writing to the CO re-measurement of any survey area if they think that the acreage stated in the task order and on the project maps is incorrect. If re-measurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the re-measurement. Payment will be based on the acreage stated in the task order. If re-measurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment will be based on the re-measured acreage. The cost for re-measurement will be incurred by the Government.

7.0 DELIVERIES/PERFORMANCE

7.1 Task Orders

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders. 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 equal, price will be a major selection factor.

7.2 Performance Time

The Contractor shall begin work within five (5) calendar days from the effective date of the Notice to Proceed (NTP) for each task order issued. The Contractor shall continue performance of the work under the task order 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.

7.3 Progress Plan

7.3.1 At the task order pre-work conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be

acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of task order performance time. The unit sequence work schedule will be determined by the COR at the pre-work conference and may be subject to change because of normal variations in weather conditions at no change in task order performance time or price.

- 7.3.2 The field surveys shall be completed within the number of calendar days as indicated in each task order, from the effective date of the NTP.
- 7.3.3 The final report shall be submitted to the COR within 30 calendar days from the end of the performance time allowed for completion of all field surveys, as indicated in each task order.

ATTACHMENT NO. 2

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

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>
Biological Technician, GS-5	\$15.00	Life and Health
Biological Technician, GS-6	\$16.73	Insurance partly paid
Biological Technician, GS-7	\$18.59	by the Gov't
		- Retirement
		- Annual/Sick Leave

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

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

ATTACHMENT NO. 3'

WD 05-2439 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2439
 Revision No.: 10
 Date Of Revision: 06/15/2010

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,
 Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.81
01012 - Accounting Clerk II		13.43
01013 - Accounting Clerk III		15.02
01020 - Administrative Assistant		18.57
01040 - Court Reporter		14.99
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		16.70
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.72
01270 - Production Control Clerk		17.89
01280 - Receptionist		11.96
01290 - Rental Clerk		11.70
01300 - Scheduler, Maintenance		13.40
01311 - Secretary I		13.40
01312 - Secretary II		14.99
01313 - Secretary III		16.70
01320 - Service Order Dispatcher		16.24
01410 - Supply Technician		18.57
01420 - Survey Worker		12.77
01531 - Travel Clerk I		13.07
01532 - Travel Clerk II		14.16

01533 - Travel Clerk III	15.22
01611 - Word Processor I	12.49
01612 - Word Processor II	14.02
01613 - Word Processor III	15.68
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.66
05010 - Automotive Electrician	16.52
05040 - Automotive Glass Installer	15.39
05070 - Automotive Worker	15.75
05110 - Mobile Equipment Servicer	13.88
05130 - Motor Equipment Metal Mechanic	17.28
05160 - Motor Equipment Metal Worker	15.75
05190 - Motor Vehicle Mechanic	17.28
05220 - Motor Vehicle Mechanic Helper	13.08
05250 - Motor Vehicle Upholstery Worker	14.97
05280 - Motor Vehicle Wrecker	15.75
05310 - Painter, Automotive	17.76
05340 - Radiator Repair Specialist	15.75
05370 - Tire Repairer	12.48
05400 - Transmission Repair Specialist	17.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	11.04
07042 - Cook II	12.48
07070 - Dishwasher	8.84
07130 - Food Service Worker	9.48
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.76
09040 - Furniture Handler	10.59
09080 - Furniture Refinisher	13.76
09090 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48
09130 - Upholsterer	13.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	11.21
11090 - Gardener	14.32
11122 - Housekeeping Aide	11.03
11150 - Janitor	11.21
11210 - Laborer, Grounds Maintenance	11.90
11240 - Maid or Houseman	9.27
11260 - Pruner	12.52
11270 - Tractor Operator	13.63
11330 - Trail Maintenance Worker	11.90
11360 - Window Cleaner	12.05
12000 - Health Occupations	
12010 - Ambulance Driver	18.44
12011 - Breath Alcohol Technician	16.36
12012 - Certified Occupational Therapist Assistant	22.46
12015 - Certified Physical Therapist Assistant	22.00
12020 - Dental Assistant	16.75
12025 - Dental Hygienist	36.40
12030 - EKG Technician	25.60
12035 - Electroneurodiagnostic Technologist	25.60
12040 - Emergency Medical Technician	18.44

12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.36
12073 - Licensed Practical Nurse III	18.25
12100 - Medical Assistant	14.68
12130 - Medical Laboratory Technician	15.33
12160 - Medical Record Clerk	13.59
12190 - Medical Record Technician	15.55
12195 - Medical Transcriptionist	16.22
12210 - Nuclear Medicine Technologist	35.11
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.54
12223 - Nursing Assistant III	11.50
12224 - Nursing Assistant IV	12.91
12235 - Optical Dispenser	13.87
12236 - Optical Technician	14.34
12250 - Pharmacy Technician	15.27
12280 - Phlebotomist	13.59
12305 - Radiologic Technologist	27.35
12311 - Registered Nurse I	21.30
12312 - Registered Nurse II	26.06
12313 - Registered Nurse II, Specialist	26.06
12314 - Registered Nurse III	31.53
12315 - Registered Nurse III, Anesthetist	31.53
12316 - Registered Nurse IV	37.79
12317 - Scheduler (Drug and Alcohol Testing)	20.27
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.18
13012 - Exhibits Specialist II	23.76
13013 - Exhibits Specialist III	29.07
13041 - Illustrator I	19.18
13042 - Illustrator II	23.76
13043 - Illustrator III	29.07
13047 - Librarian	26.32
13050 - Library Aide/Clerk	13.68
13054 - Library Information Technology Systems Administrator	23.76
13058 - Library Technician	16.92
13061 - Media Specialist I	17.15
13062 - Media Specialist II	19.18
13063 - Media Specialist III	21.39
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	14.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.12
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.50
14071 - Computer Programmer I	(see 1) 19.56
14072 - Computer Programmer II	(see 1) 24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.85
14160	- Personal Computer Support Technician		25.15
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.87
15020	- Aircrew Training Devices Instructor (Rated)		31.49
15030	- Air Crew Training Devices Instructor (Pilot)		37.75
15050	- Computer Based Training Specialist / Instructor		25.89
15060	- Educational Technologist		32.39
15070	- Flight Instructor (Pilot)		37.75
15080	- Graphic Artist		20.58
15090	- Technical Instructor		16.85
15095	- Technical Instructor/Course Developer		22.33
15110	- Test Proctor		14.18
15120	- Tutor		14.18
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		9.36
16030	- Counter Attendant		9.36
16040	- Dry Cleaner		12.09
16070	- Finisher, Flatwork, Machine		9.36
16090	- Presser, Hand		9.36
16110	- Presser, Machine, Drycleaning		9.36
16130	- Presser, Machine, Shirts		9.36
16160	- Presser, Machine, Wearing Apparel, Laundry		9.36
16190	- Sewing Machine Operator		13.00
16220	- Tailor		13.90
16250	- Washer, Machine		10.23
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		16.23
19040	- Tool And Die Maker		20.83
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		14.91
21030	- Material Coordinator		17.89
21040	- Material Expediter		17.89
21050	- Material Handling Laborer		12.69
21071	- Order Filler		12.26
21080	- Production Line Worker (Food Processing)		14.91
21110	- Shipping Packer		12.87
21130	- Shipping/Receiving Clerk		12.87
21140	- Store Worker I		12.17
21150	- Stock Clerk		15.78
21210	- Tools And Parts Attendant		14.91
21410	- Warehouse Specialist		14.91
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		22.90
23021	- Aircraft Mechanic I		21.81
23022	- Aircraft Mechanic II		22.90
23023	- Aircraft Mechanic III		24.05
23040	- Aircraft Mechanic Helper		15.62
23050	- Aircraft, Painter		19.91
23060	- Aircraft Servicer		18.91
23080	- Aircraft Worker		19.54
23110	- Appliance Mechanic		15.36
23120	- Bicycle Repairer		11.43
23125	- Cable Splicer		23.14
23130	- Carpenter, Maintenance		21.05

23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.14
23181 - Electronics Technician Maintenance I	22.27
23182 - Electronics Technician Maintenance II	23.56
23183 - Electronics Technician Maintenance III	24.86
23260 - Fabric Worker	17.76
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	16.66
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	15.96
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	18.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	16.66
23392 - Gunsmith II	18.85
23393 - Gunsmith III	21.04
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	22.50
23440 - Heavy Equipment Operator	20.77
23460 - Instrument Mechanic	21.04
23465 - Laboratory/Shelter Mechanic	19.94
23470 - Laborer	11.52
23510 - Locksmith	19.94
23530 - Machinery Maintenance Mechanic	20.75
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.04
23592 - Metrology Technician II	22.12
23593 - Metrology Technician III	23.22
23640 - Millwright	21.04
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	25.46
23810 - Plumber, Maintenance	23.72
23820 - Pneudraulic Systems Mechanic	21.04
23850 - Rigger	21.04
23870 - Scale Mechanic	18.85
23890 - Sheet-Metal Worker, Maintenance	24.08
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	25.44
23932 - Telecommunications Mechanic II	26.76
23950 - Telephone Lineman	21.04
23960 - Welder, Combination, Maintenance	14.44
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.04
23980 - Woodworker	16.18
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.14
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	17.24

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.04
25040 - Sewage Plant Operator	21.29
25070 - Stationary Engineer	21.04
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	21.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.97
27007 - Baggage Inspector	10.88
27008 - Corrections Officer	21.67
27010 - Court Security Officer	21.67
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	20.56
27070 - Firefighter	21.67
27101 - Guard I	10.88
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.41
28042 - Carnival Equipment Repairer	13.19
28043 - Carnival Equipment Worker	10.12
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	17.15
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.55
29020 - Hatch Tender	19.55
29030 - Line Handler	19.55
29041 - Stevedore I	19.99
29042 - Stevedore II	22.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30210 - Laboratory Technician	20.32
30240 - Mathematical Technician	22.57

30361 - Paralegal/Legal Assistant I	17.43
30362 - Paralegal/Legal Assistant II	21.59
30363 - Paralegal/Legal Assistant III	26.41
30364 - Paralegal/Legal Assistant IV	31.96
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	16.87
30462 - Technical Writer II	20.64
30463 - Technical Writer III	24.97
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.04
31030 - Bus Driver	14.65
31043 - Driver Courier	12.44
31260 - Parking and Lot Attendant	10.14
31290 - Shuttle Bus Driver	13.32
31310 - Taxi Driver	11.52
31361 - Truckdriver, Light	13.32
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	15.56
31364 - Truckdriver, Tractor-Trailer	15.56
99000 - Miscellaneous Occupations	
99030 - Cashier	9.99
99050 - Desk Clerk	10.22
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.66
99252 - Laboratory Animal Caretaker II	11.61
99310 - Mortician	22.34
99410 - Pest Controller	17.90
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	13.28
99711 - Recycling Specialist	15.47
99730 - Refuse Collector	14.30
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	11.28
99830 - Survey Party Chief	22.03
99831 - Surveying Aide	13.84
99832 - Surveying Technician	18.84
99840 - Vending Machine Attendant	16.97
99841 - Vending Machine Repairer	20.54
99842 - Vending Machine Repairer Helper	16.97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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: 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)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** 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.

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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT NO. 4

BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

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

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

KIND 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.

ATTACHMENT NO. 5

SAMPLE TASK ORDER

To: Contractor's Name
Address

From: Bureau of Land Management (952)
Branch of Procurement Management
P.O. Box 2965
Portland, Oregon 97208

Contract No:
Item Number(s):

Requesting Office: Medford District
Task Order No:
Task Order Date: April 15, 2011

ITEM NO.	UNIT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT
Vascular Plant Surveys					
A	Example Timber Sale Units	1,500	AC	0.00	0.00
B	Example Fuels Units	3,000	AC	0.00	0.00
C	Example Silviculture Units	900	AC	0.00	0.00
D	Example Noxious Weed Pulling	50	EA	0.00	0.00
H	Walk-ins over 0.5 mi	2	MI	0.00	0.00
F	2 nd Year Fritillaira	200	AC	0.00	0.00

All items: PERFORMANCE TIME: 145 Calendar Days
 ESTIMATED START WORK DATE: May 2, 2011

Reports:

Performance Time: 30 Calendar Days from end of performance time allowed for completion of all documentation.
 Accounting and Appropriation Data:

 Name of Contracting Officer

 Contracting Officer's Signature Date

ATTACHMENT NO. 6

Oregon State Noxious Weed List February 4, 2010

Common Name	Scientific Name
List A	
African rue	<i>Peganum harmala</i>
Camelthorn	<i>Alhagi pseudalhagi</i>
Coltsfoot	<i>Tussilago farfara</i>
Common reed	<i>Phragmites australis</i>
Cordgrass	
Common	<i>Spartina anglica</i>
Dense-flowered	<i>Spartina densiflora</i>
Saltmeadow	<i>Spartina patens</i>
Smooth	<i>Spartina alterniflora</i>
European water chestnut	<i>Trapa natans</i>
Flowering rush	<i>Butomus umbellatus</i>
Giant hogweed	<i>Heracleum mantegazzianum</i>
Goatgrass	
Barbed	<i>Aegilops triuncialis</i>
Ovate	<i>Aegilops ovata</i>
Goatsrue	<i>Galega officinalis</i>
Hawkweed	
King-devil	<i>Hieracium piloselloides</i>
Meadow	<i>Hieracium pretense</i>
Mouse-ear	<i>Hieracium pilosella</i>
Orange	<i>Hieracium aurantiacum</i>
Yellow	<i>Hieracium floribundum</i>
Hydrilla	<i>Hydrilla verticillata</i>
Japanese dodder	<i>Cuscuta japonica</i>
Kudzu	<i>Pueraria lobata</i>
Matgrass	<i>Nardus stricta</i>
Oblong spurge	<i>Euphorbia oblongata</i>
Paterson's curse	<i>Echium plantagineum</i>
Purple nutsedge	<i>Cyperus rotundus</i>
Silverleaf nightshade	<i>Solanum elaeagnifolium</i>
Skeletonleaf bursage	<i>Ambrosia tomentosa</i>
Spanish heath	<i>Erica lusitanica</i>
Squarrose knapweed	<i>Centaurea virgata</i>
Starthistle	
Iberian	<i>Centaurea iberica</i>
Purple	<i>Centaurea calcitrapa</i>
Syrian bean-caper	<i>Zygophyllum fabago</i>
Texas blueweed	<i>Helianthus ciliaris</i>
Thistle	
Plumeless	<i>Carduus acanthoides</i>
Smooth distaff	<i>Carthamus baeticus</i>
Taurian	<i>Onopordum tauricum</i>
Wooly distaff	<i>Carthamus lanatus</i>

White bryonia	<i>Bryonia alba</i>
Yellow floating heart	<i>Nymphoides peltata</i>
Yellowturf	<i>Alyssum murale</i> and <i>A. corsicum</i>
List B	
Armenian (Himalayan) blackberry	<i>Rubus armeniacus</i> (<i>R. procerus</i> , <i>R. discolor</i>)
Biddy-biddy	<i>Acaena novae-zelandiae</i>
Broom	
French	<i>Genista monspessulana</i>
Portuguese	<i>Cytisus striatus</i>
Scotch	<i>Cytisus scoparius</i>
Spanish	<i>Spartium junceum</i>
Buffalobur	<i>Solanum rostratum</i>
Butterfly bush	<i>Buddleja davidii</i> (<i>B. variabilis</i>)
Common bugloss	<i>Anchusa officinalis</i>
Common crupina	<i>Crupina vulgaris</i>
Creeping yellow cress	<i>Rorippa sylvestris</i>
Cutleaf teasel	<i>Dipsacus laciniatus</i>
Dodder	<i>Cuscuta</i> spp.
Dyers woad	<i>Isatis tinctoria</i>
English ivy	<i>Hedera helix</i> (<i>H. hibernica</i>)
Eurasian watermilfoil	<i>Myriophyllum spicatum</i>
False brome	<i>Brachypodium sylvaticum</i>
Field bindweed	<i>Convolvulus arvensis</i>
Garlic mustard	<i>Alliaria petiolata</i>
Geranium	
Herb Robert	<i>Geranium robertianum</i>
Shiny leaf geranium	<i>Geranium lucidum</i>
Giant horsetail	<i>Equisetum telmateia</i>
Gorse	<i>Ulex europaeus</i>
Halogeton	<i>Halogeton glomeratus</i>
Houndstongue	<i>Cynoglossum officinale</i>
Johnsongrass	<i>Sorghum halepense</i>
Jointed goatgrass	<i>Aegilops cylindrica</i>
Jubata grass	<i>Cortaderia jubata</i>
Knapweeds	
Diffuse	<i>Centaurea diffusa</i>
Meadow	<i>Centaurea pratensis</i>
Russian	<i>Acroptilon repens</i>
Spotted	<i>Centaurea stoebe</i> (<i>C. maculosa</i>)
Knotweeds	
Giant	<i>Fallopia sachalinensis</i> (<i>Polygonum</i>)
Himalayan	<i>Polygonum polystachyum</i>
Japanese	<i>Fallopia japonica</i> (<i>Polygonum</i>)
Kochia	<i>Kochia scoparia</i>
Lesser celandine	<i>Ranunculus ficaria</i>
Mediterranean sage	<i>Salvia aethiopis</i>
Medusahead rye	<i>Taeniatherum caput-medusae</i>
Old man's beard	<i>Clematis vitalba</i>
Parrot's feather	<i>Myriophyllum aquaticum</i>
Perennial peavine	<i>Lathyrus latifolius</i>
Perennial pepperweed	<i>Lepidium latifolium</i>
Poison hemlock	<i>Conium maculatum</i>
Policeman's helmet	<i>Impatiens glandulifera</i>

Puncturevine	<i>Tribulus terrestris</i>
Purple loosestrife	<i>Lythrum salicaria</i>
Quackgrass	<i>Agropyron repens</i>
Ragweed	<i>Ambrosia artemisiifolia</i>
Rush skeletonweed	<i>Chondrilla juncea</i>
Saltcedar	<i>Tamarix ramosissima</i>
Small broomrape	<i>Orabanche minor</i>
South American waterweed	<i>Egeria densa (Elodea)</i>
Spikeweed	<i>Hemizonia pungens</i>
Spiny cocklebur	<i>Xanthium spinosum</i>
Spurge laurel	<i>Daphne laureola</i>
Spurge Leafy Myrtle	<i>Euphorbia esula</i> <i>Euphorbia myrsinites</i>
St. Johnswort	<i>Hypericum perforatum</i>
Sulfur cinquefoil	<i>Potentilla recta</i>
Swainsonpea	<i>Sphaerophysa salsula</i>
Tansy ragwort	<i>Senecio jacobaea</i>
Thistles Bull Canada Italian Milk Musk Scotch Slender-flowered	<i>Cirsium vulgare</i> <i>Cirsium arvense</i> <i>Carduus pycnocephalus</i> <i>Silybum marianum</i> <i>Carduus nutans</i> <i>Onopordum acanthium</i> <i>Carduus tenuiflorus</i>
Toadflax Dalmatian Yellow	<i>Linaria dalmatica</i> <i>Linaria vulgaris</i>
Velvetleaf	<i>Abutilon theophrasti</i>
Whitetop Hairy Lens-podded Whitetop (hoary cress)	<i>Lepidium pubescens</i> <i>Lepidium chalepensis</i> <i>Lepidium draba</i>
Yellow flag iris	<i>Iris pseudacorus</i>
Yellow nutsedge	<i>Cyperus esculentus</i>
Yellow starthistle	<i>Centaurea solstitialis</i>

ATTACHMENT NO. 7

Medford District BLM 2001 Survey and Manage Species List			UPDATED
Code	Species Name	Common Name	'02/03/2010
			Lifeform 01 S & M
ALEL4	Albatrellus ellsii		Fungi B
ALFL6	Albatrellus flettii		Fungi B
ALOL3	Alpova olivaceotinctus		Fungi B
ARCA46	Arcangeliella camphorata		Fungi B
ASPA42	Asterophora parasitica		Fungi B
BANI6	Balsamia nigrens		Fungi B
BOPU4	Boletus pulcherimus		Fungi B
BOME4	Bondarzewia mesenterica		Fungi B
CASU63	Cantherellus subalbidus		Fungi D
CHPI11	Chalciporus piperatus		Fungi D
CHAL23	Choiromyces alveolatus		Fungi B
CHCY4	Chromosera cyanophylla		Fungi B
CLLI7	Clavariadelphus ligula		Fungi B
CLOC4	Clavariadelphus occidentalis (C. pistillaris)		Fungi B
CLPI6	Clavariadelphus pistilaris (C. occidentalis)		Fungi B
CLSA9	Clavariadelphus sachalinensis		Fungi B
CLSU20	Clavariadelphus subfastigiatus		Fungi B
CLTR4	Clavariadelphus truncatus		Fungi B
CORA16	Collybia racemosa		Fungi B
COBO7	Cortinarius boulderensis		Fungi B
COMA22	Cortinarius magnivelatus		Fungi B
COOL4	Cortinarius olympianus		Fungi B
COVA8	Cortinarius valgus		Fungi B
CRTU3	Craterellus tubaeformis (Cantharellus tubaeformis)		Fungi D
CUMO2	Cudonia monticola		Fungi B
DEHU4	Dermocybe humboldtensis		Fungi B
ELSU4	Elaphomyces subviscidus		Fungi B
GAAT2	Galerina atkinsoniana		Fungi B
GAHE10	Galerina heterocystis		Fungi E
GAVI8	Galerina vittaeformis		Fungi B
GATU	Gastroboletus turbinatus		Fungi B
GAVI7	Gastroboletus vividus		Fungi B
GAOT	Gautieria otthii		Fungi B
GEFL5	Gelantinodiscus flavidus		Fungi B
GOBO2	Gomphus bonarii		Fungi B
GOCL	Gomphus clavatus		Fungi B
GOKA	Gomphus kaufmani		Fungi B
GYPU2	Gymnopilus punctifolius		Fungi B
GYCA4	Gyromitra californica		Fungi B
GYES	Gyromitra esculenta		Fungi F
GYIN4	Gyromitra infula		Fungi B
GYME	Gyromitra melaleucoides		Fungi F
GYMO	Gyromitra montana		Fungi F
HECR13	Helvella crassitunicata		Fungi B

HEEL6	<i>Helvella elastica</i>	Fungi	B
HEMA19	<i>Helvella maculata</i>	Fungi	B
HYUM4	<i>Hydnum umbilicatum</i>	Fungi	B
LEC117	<i>Leucogaster citrinus</i>	Fungi	B
MAFR9	<i>Martellia fragrans</i>	Fungi	B
MYMO2	<i>Mycena monticola</i>	Fungi	B
MYQU3	<i>Mycena quinaultensis</i>	Fungi	B
NEPO3	<i>Neournula pouchetii</i>	Fungi	B
NINU50	<i>Nivatogastrium nubigenum</i>	Fungi	B
OTLE	<i>Otidea leporina</i>	Fungi	B
OTON	<i>Otidea onotica</i>	Fungi	F
OTSM	<i>Otidea smithii</i>	Fungi	B
PHAT3	<i>Phaeocollybia attenuata</i>	Fungi	D
PHCA40	<i>Phaeocollybia californica</i>	Fungi	B
PHDI16	<i>Phaeocollybia dissiliens</i>	Fungi	B
PHFA5	<i>Phaeocollybia fallax</i>	Fungi	D
PHKA5	<i>Phaeocollybia kaufmanii</i>	Fungi	D
PHOL	<i>Phaeocollybia olivacea</i>	Fungi	B
PHOR9	<i>Phaeocollybia oregonensis</i>	Fungi	B
PHPI5	<i>Phaeocollybia piceae</i>	Fungi	B
PHPS3	<i>Phaeocollybia pseudofestiva</i>	Fungi	B
PHSP8	<i>Phaeocollybia spadicea</i>	Fungi	B
PIVU2	<i>Pithya vulgaris</i>	Fungi	D
PLME5	<i>Plentania melostroma</i>	Fungi	F
PLMI6	<i>Plectania milleri</i>	Fungi	B
POMU12	<i>Polyzellus multiplex</i>	Fungi	B
RAAB4	<i>Ramaria abietina</i>	Fungi	B
RAAU3	<i>Ramaria aurantiisiccescens</i>	Fungi	B
RACE4	<i>Ramaria celerivirescens</i>	Fungi	B
RACOS	<i>Ramaria conjuncipes</i> var. <i>sparsiramosa</i>	Fungi	B
RACO18	<i>Ramaria coulterae</i>	Fungi	B
RACY2	<i>Ramaria cyaneigranosa</i>	Fungi	B
RALA10	<i>Ramaria largentii</i>	Fungi	B
RAMA10	<i>Ramaria maculatipes</i>	Fungi	B
RARUB	<i>Ramaria rubella</i> var. <i>blanda</i>	Fungi	B
RARU4	<i>Ramaria rubribrunnescens</i>	Fungi	B
RARU6	<i>Ramaria rubriepermanens</i>	Fungi	B
RARU5	<i>Ramaria rubrievanescens</i>	Fungi	B
RASPD	<i>Ramaria spinulosa</i> var. <i>diminutiva</i>	Fungi	B
RAST5	<i>Ramaria stuntzii</i>	Fungi	B
RASU14	<i>Ramaria suecica</i>	Fungi	B
RATH3	<i>Ramaria thiersii</i>	Fungi	B
RHAB	<i>Rhizopogon abietis</i>	Fungi	B
RHAT5	<i>Rhizopogon atroviolaceus</i>	Fungi	B
RHBR5	<i>Rhizopogon brunneiniger</i>	Fungi	B
RHCH12	<i>Rhizopogon chamalelotinus</i>	Fungi	B
RHEL3	<i>Rhizopogon ellipsosporus</i>	Fungi	B
RHEX3	<i>Rhizopogon exiguus</i>	Fungi	B
RHFL4	<i>Rhizopogon flavofibrillosus</i>	Fungi	B
RHTR4	<i>Rhizopogon truncatus</i>	Fungi	D

SAFU6	Sarcodon fuscoindicus		Fungi	B
SAIM	Sarcodon imbricans		Fungi	B
SALA24	Sarcosoma latahense		Fungi	B
SAME15	Sarcosoma mexicana		Fungi	F
SAEX6	Sarcosphaera eximia (S. coronaria)		Fungi	B
SORH	Sowerbyella rhenana (Aleuria rhenana)		Fungi	B
SPCR4	Sparassis crispa		Fungi	D
SPFL8	Spathularia flavida		Fungi	B
STPE11	Stagnicola perplexa		Fungi	B
TRHE7	Tremiscus helvelloides		Fungi	B
BRSU6	Bryoria subcana	horsehair lichen	Lichen	B
BRT02	Bryoria tortuosa (West Cas)	Yellow twist horsehair lichen	Lichen	A
BRT02	Bryoria tortuosa (Klamath - East Cas)	Yellow twist horsehair lichen	Lichen	D
CAGL24	Calicium glaucellum	white-collared stubble	Lichen	F
CAVI16	Calicium viride	frog stubble lichen	Lichen	F
CHFE7	Chaenotheca ferruginea	rusty pin lichen	Lichen	B
CHF03	Chaenotheca furfuraceae	flaky pin lichen	Lichen	F
CHSU14	Chaenotheca subroscida	pin lichen	Lichen	E
DEIN12	Dendroscopium intricatum	olive thorn lichen	Lichen	B
DELU60	Dermatocarpon luridum (D. meiophyllizum)	Brook lichen	Lichen	B
LEBUH	Leptogium burnetiae var. hirsutum	gray jellyskin	Lichen	A
LECY60	Leptogium cyanescens	blue jellyskin	Lichen	A
LERI2	Leptogium rivale	streamside jellyskin	Lichen	B
LETE13	Leptogium teretiusculum	little jellyskin	Lichen	E
LOLI60	Lobaria linita	cabbage lung lichen	Lichen	A
NECO3	Nephroma occultum	cryptic paw lichen	Lichen	B
PASA4	Pannaria (Fuscopannaria) saubinetti	pink-eyed mouse	Lichen	F
PARU5	Pannaria rubiginosa	petalled mouse lichen	Lichen	E
PEPA48	Peltigera pacifica	fringed pelt	Lichen	E
PLLA6	Platismatia lacunosa	crinkled rag lettuce lichen	Lichen	C
RATH2	Ramalina thrausta	angelhair lichen	Lichen	A
USHE	Usnea hesperina	silken beard lichen	Lichen	B
USLO50	Usnea longissima (Jack, Jose, Curry Co)	Methuselahs long beard lichen	Lichen	A
USLO50	Usnea longissima (Douglas, Coos)	Methuselahs long beard lichen	Lichen	D
BUVI2	Buxbaumia viridis	Buxbaum's green moss	Moss	D
ENBRC	Encalypta brevicolla var. crumiana	Crum's candle snuffer moss	Moss	B
CYFA	Cypridium fasciculatum	Clustered lady's-slipper	Vascular	C
CYMO2	Cypridium montanum	Mountain lady's-slipper	Vascular	C
EUVI8	Eucephalus vialis	Wayside aster	Vascular	A

SM A & C = Survey Practical, Document and Manage

S&M B, D, E = Survey Impractical, Document Incidental Sites, Manage Known Sites

S&M F = Strategic surveys

ATTACHMENT NO. 8

Noxious Weed Site Report Form

Date: _____ (YYYY/MM/DD)

Species Name: _____ Common Name: _____ District Code: Med

Township: _____ S Range: _____ E/W Section: _____ OI# _____ Observer: _____

Coordinate Source: UTM x: _____ y: _____ Accuracy (ft.): _____ Datum: _____

(NAD 83)
Total # of plants: _____ per _____ (Acre, hect., sq. m., sq. mi.) % Cover _____ % New Site? Y N
(# of units) (Circle one)

Treatment? Y N Treatment Type? _____ % Population Treated _____ %
(manual, herbicide, biological)

Notes: _____

- Form follows weeds database format. Fields in **bold** required. Collect all point/polygon data using **Datum NAD 83**.

Date: _____ (YYYY/MM/DD)

Species Name: _____ Common Name: _____ District Code: Med

Township: _____ S Range: _____ E/W Section: _____ OI# _____ Observer: _____

Coordinate Source: UTM x: _____ y: _____ Accuracy (ft.): _____ Datum: _____

(NAD 83)
Total # of plants: _____ per _____ (Acre, hect., sq. m., sq. mi.) % Cover _____ % New Site? Y N
(# of units) (Circle one)

Treatment? Y N Treatment Type? _____ % Population Treated _____ %
(manual, herbicide, biological)

Notes: _____

- Form follows weeds database format. Fields in **bold** required. Collect all point/polygon data using **Datum NAD 83**.

Date: _____ (YYYY/MM/DD)

Species Name: _____ Common Name: _____ District Code: Med

Township: ____ S **Range:** ____ E/W **Section:** ____ **OI#** ____ **Observer:** _____

Coordinate Source: UTM x: _____ y: _____ **Accuracy (ft.):** ____ **Datum:** _____

Total # of plants: _____ per _____ (NAD 83)
(# of units) (Acre, hect., sq. m., sq. mi.) **% Cover** _____ % **New Site?** Y N
(Circle one)

Treatment? Y N **Treatment Type?** _____ **% Population Treated** _____ %
(manual, herbicide, biological)

Notes: _____

- Form follows weeds database format. Fields in **bold** required. Collect all point/polygon data using **Datum NAD 83**.

**BUREAU OF LAND MANAGEMENT
SPECIAL STATUS PLANT SURVEY REPORT**

____ Vascular Plants ____ Lichens/Bryophytes GeoBob# _____

The following project has been surveyed for Special Status Plants:

Unit/Project Name	TWP	RGE	SEC	OI	ACRES

Type of treatment:
 ____ timber sale ____ silviculture ____ fuels ____ grazing allotment ____ other

RESULTS :

____ To the best of my knowledge and belief, no Special Status plant species were found within the project area.

____ **Noxious weed** species found within the project area during vascular plant surveys (list):

____ **Special Status plant** species found within the project area (list):

<u>Species</u>	<u>Status</u>	<u>GeoBob#</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature : _____ **Date :** _____

SURVEY DATES:

Date _____ By _____ Date _____ By _____

Hours spent in search: _____

Method of search: _____

Describe elevation ranges; soil types; dominant trees, shrubs, and forbs; plant associations; special habitats; obvious history of the stand; and other observations of the area surveyed in a separate narrative report.

COMPLETE SURVEY PACKET BY SECTION:

- Survey Report
- Narrative Report
- Map with survey routes
- Map with all Special Status plant sites
- Site Report & map for each SSS population
- Photos of plant (1) and habitat (1)
- Site form and Map with noxious weed populations (vascular surveys only)
- Species list (hard copy)
- E-file species list

SPECIAL STATUS PLANTS POTENTIALLY OCCURRING IN THE SURVEY UNITS:
