

AWARD DATA

Orders May Be Placed Through 09/15/2015

Red Tree Vole Survey, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

USDI, Bureau of Land Management

USDA, Forest Service

BLM Contract No: L10PC00636

Contractor:

G.S. Wicks Forestry, Inc.

PO Box 278

Murphy, OR 97533

BLM contact: Constance Hampton, Contracting Officer, 503-808-6105

Contractor contact: Glenn S. Wicks, 541-474-2573

All modifications have been incorporated into text.

SECTION A – CONTINUATION OF STANDARD FORM 1449

This is a five-year indefinite-delivery, indefinite-quantity contract for red tree vole (RTV) surveys primarily in southwestern Oregon. The quantity listed is the estimated amount of 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, Contracting Officers from the USDA, Forest Service and the USDI Bureau of Land Management (BLM) are authorized to issue task orders against this contract.

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

<u>Sub-Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	Red Tree Vole Ground Surveys	10,000	AC	\$ <u>15.00</u>	\$ <u>150,000.00</u>
B	Tree Climbing - Individual Nest Inspection	3,000	TR	\$ <u>65.00</u>	\$ <u>195,000.00</u>
C	Tree Climbing - Complete Tree Search	100	TR	\$ <u>120.00</u>	\$ <u>12,000.00</u>
TOTAL - ITEMS A - C (All or None)					\$ <u>357,000.00</u>

- AC = Acre
- Est. = Estimated
- Qty. = Quantity
- TR = Tree

PERFORMANCE TIME:

- Item A: One (1) calendar day for each 100 acres.
- Item B: One (1) calendar day for each 30 individual nest inspections.
- Item C: One (1) calendar day for each 10 complete tree searches.

ESTIMATED START WORK DATE: October 4, 2010

SECTION B - SCHEDULE OF ITEMS (continued)

TASK ORDERS

After award, task orders may be placed by the Government. All task orders will be placed no later than three years after contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders shall not exceed \$500,000. The Sample Task Orders (See Section D) are sample orders and given for illustration only.

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 year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year	<u>0%</u>
3rd Year	<u>2%</u>
4th Year	<u>3%</u>
5th Year	<u>3%</u>

EVALUATION FOR AWARD

For evaluation purposes only, award will be made on a sub-item basis for the base year plus the economic price adjustment percentages for the additional years for each zone. The Government will make award on a sub-item basis per zone in accordance with Section E Solicitation Provisions and FAR Clause 52.212-2. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

MINIMUM GUARANTEE: The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$25,000 (even if the Contractor's maximum task order limitation is higher).

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is \$ 30,000.00 (Insert task order limitation. Maximum is \$30,000 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 \$ 35,000.00 (Insert order limitation. Maximum is \$50,000 if no amount is shown.)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

REFER TO SECTION C, CLAUSES:

52.216-18 ORDERING
52.216-19 TASK ORDER LIMITATIONS
52.216-22 INDEFINITE QUANTITY
1452.228-70 LIABILITY INSURANCE (NOTE: Liability Insurance is required)

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 (FEB 1998)

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

Federal Acquisition Regulation clauses and provisions:

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

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-3	Gratuities	April 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.209-06	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
52.244-06	Subcontracts for Commercial Items	August 2009
52.247-34	F.O.B. Destination	November 1991
52.253-01	Computer Generated Forms	January 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced Item in this contract is an estimated quantity and the actual quantity of the unit-priced Item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an

adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

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 references BLM Inspection and Acceptance.

(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 STATUES OR EXECUTIVE
ORDERS—COMMERCIAL ITEMS – ALTERNATE II

(DEC 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:

X (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](#)).
- X (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- X (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (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](#)).
- X (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

X (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) [52.222-54](#), 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](#).)

__ (27)(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.)

__ (28) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (29)(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](#).

__ (30) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

__ (31)(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](#).

__ (32) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (33) [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).

__ (34) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (35) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (36) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (37) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (38) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

__ (39) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (40) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

__ (41) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (42)(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

- (D) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (E) [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](#)).
- (F) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
- (G) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (H) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (I) [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.*). '
- (J) [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.*).
- (K) [52.222-54](#), Employment Eligibility Verification (Jan 2009).
- (L) [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](#). '
- (M) [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](#). '

52.215-2 AUDIT AND RECORDS—NEGOTIATION ALTERATE II (MAR 2009)

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General or Inspector General.* (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the

Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

52.216-18 ORDERING

(OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$15,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for single item in excess of See 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
- (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 Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

SECTION D - LIST OF ATTACHMENTS/EXHIBITS

Statement of Work

Classification and Wages of Government Employees

Wage Determinations under the Service Contract Act

Vicinity Map of Rogue-Siskiyou National Forest

Sample Project Unit Maps

Sample Task Order

ATTACHMENT # 1 '
,
STATEMENT OF WORK '
,

SPECIFICATIONS APPLICABLE TO RED TREE VOLE SURVEYS

- 1.0 GENERAL
- 1.1 Description of Work
- 1.1.1 The Bureau of Land Management (BLM) and Forest Service (FS) are acquiring red tree vole surveys on selected sites on the BLM Medford District and FS Rogue River – Siskiyou National Forest lands. The work consists of collecting field data on red tree voles on sites primarily located in southwestern Oregon.
- 1.1.2 This is an Indefinite Delivery/Indefinite Quantities (ID/IQ) contract. The amount of acres to be surveyed will vary year to year depending on need and annual funding. The indefinite quantities feature of this contract provides the ability to order additional acres of surveys or trees to be climbed up to the maximum specified dollar amount of the contract through the issuance of task orders.
- 1.1.3 All work shall be done as directed in the latest version of the current survey protocol Survey Protocol for the Red Tree Vole *Arborimus longicaudus* (= *Phenacomys longicaudus*) Version 2.1 in the Record of Decision of the Northwest Forest Plan, Version 2.1 Revision, October 2002 (BLM Instruction Memorandum No OR-2003-003 and attachment) which incorporates Version 2.0 (dated February 18, 2000) by reference. Version 2.0 of the Protocol is available on the internet at <http://www1.or.blm.gov/surveyandmanage/SP/RedTreeVole/rtv2.pdf>. Guidance for use of Version 2.1 can be found at http://www.blm.gov/or/plans/surveyandmanage/SP/RedTreeVole/200210/IM_OR_2003_003.htm. Version 2.1 of the Protocol can be viewed at <http://www.blm.gov/or/plans/surveyandmanage/SP/RedTreeVole/200210/RTV%20protocol%20revision-V.2.1-final.pdf>.
- 1.1.4 Field forms shall be completed by the Contractor using the Field Guide to the Forested Plant Associations of Southwestern Oregon. It is available on the internet at <http://www.fs.fed.us/r6/rogue-siskiyou/publications/plant-associations.shtml>
- 1.2 Location of Work - Field surveys shall be performed primarily in southwestern Oregon, within 100 miles of the Medford District office. Survey area boundaries are not physically marked. Maps and aerial photos of survey areas will be provided.
- 1.3 Access
- 1.3.1 Some areas do not have direct road access and walk-ins shall be required. A four-wheel-drive vehicle may be needed to gain access to some of the survey areas. Much

of the terrain is steep, has dense brush, and can be very difficult to walk through. Some units will require walking in more than ¼ mile, and some projects may be in roadless areas.

- 1.3.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time, from whom the Contractor has been granted legal permission to travel over private lands.
- 1.3.3 Locked gates restricting access are noted on the project maps. Keys to locked BLM and FS gates restricting access will be issued to the Contractor. All gate keys for each task order shall be returned before the final payment for that task order is made. The Contractor shall be responsible for the cost of replacement gate keys and locks if keys are not returned.
- 1.4 Prework Conference - The Contracting Officer's Representative (COR) will arrange a prework conference after the contract is awarded to ensure a clear understanding of the scope of the contract, documentation requirements, and inspection and payment schedules.

2.0 DEFINITIONS

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

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

Data Dictionary: An attribute table of information associated with the GPS coordinate.

GPS: Global Positioning System

PDOP (Position 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 and therefore, the more accurate the position.

Survey Protocol: Specific instructions explaining how to perform standardized species field searches and data collection.

3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

- 3.1 The Contractor shall furnish all labor, equipment, crew supervision, transportation, supplies (except those designated as Government-furnished) and incidentals, and perform all work necessary to conduct red tree vole surveys and climb Government-designated trees, in compliance with the terms, specifications, conditions, and provisions of this contract.
- 3.2 Specifically, but not necessarily all inclusive, furnish:
- a. Protective covering for aerial photos (large heavy gauge "zip loc" freezer bags).
 - b. Wide-tip permanent marking pens for marking flagging and baggies.
 - c. Hand lens (minimum magnification 10 X).
 - d. Plastic zip-lock baggies for the collection of resin ducts.
 - e. GPS capable of sub 30-meter CEP.
 - f. Flagging for transects (white with red polka dot flagging) and marking nest trees ("green glo", fluorescent yellowish-green flagging for nests of unknown species, and pink and black diagonal striped flagging for red tree vole nest trees).
 - g. Hammer and three-inch aluminum nails
 - h. Aluminum tree tags, at least four by four inches.
 - i. Compasses.
 - j. Clinometers.
 - k. Binoculars.
 - l. Red Tree Vole survey training (Contractor shall provide this training).
 - m. Climbing gear (for climbing trees).
 - n. Diameter at Breast Height (DBH) tape.
 - o. PC capable of using MS Word, Microsoft Access or Excel. Note: Software compatible with the programs listed may be substituted.

4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

- 4.1 For each task order, the Government will furnish to the Contractor the following materials, supplies, property or services:
- a. Transportation maps of Medford BLM Resource Areas and "Fireman's maps" of FS Ranger Districts showing roads and boundaries (two copies).
 - b. Copies of aerial photos showing project areas needing surveys.
 - c. Vicinity maps (1:12,000 scale) showing project areas and topographic maps (approximately 1:3,000) of each unit showing survey area (one copy each).
 - d. Keys for government gates.
 - e. RTV Tree tags (Tyvek)
- 4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work. Unless otherwise specified, all items will be available during normal working hours 8 am - 4:30 pm, Monday through Thursday, from the COR at the Grants Pass Interagency Office, 2164 NE Spalding, Grants Pass, OR 97526.

5.0 SPECIFIC TASKS

5.1 Subitem A - Red Tree Vole Ground Surveys

5.1.1 Field Work

- a. Project areas shall be surveyed for red tree voles using the “Line Transect Survey Method” as described in the latest version of the Protocol. One complete protocol visit is required to each survey area identified in maps provided in each task order. All field work shall be completed by September 30, 2015.
- b. Project boundaries will not be physically identified on the ground. Areas to be surveyed without on-ground identification shall be surveyed by approximating the boundary location from Government-provided maps and photos.
- c. All survey area entry points and routes shall be flagged. Flagging shall be hung inter-visibly. Each flag shall be at least two feet in length and must be easily visible from the previous and following flags, along the survey transect lines with a maximum distance of 40 feet between flags. Routes shall be marked with white with red-polka dot flagging. Start and end transect points shall be double flagged, and all road crossings flagged. Flagging identifying take-off points, start and end of transects, shall be clearly marked with a permanent marker, the type of survey (“RTV survey”), date, and surveyor initials. Record compass bearings on start of transect flags.
- d. Trees with nests of unidentified species will be hung with “green glo” (fluorescent yellowish green) flagging and tagged with a four-inch aluminum tag, labeled as an unknown nest, numbered, and mapped. Trees previously marked with “green glo” flagging that are later confirmed to be red tree vole nest trees will have the “green glo” flagging replaced by the pink and black diagonal striped flagging.
- e. When evidence of a red tree vole nest is found, the nest tree or nearest presumed nest tree shall be tagged with an aluminum tag approximately five feet above ground. The tags shall have “RTV”, the survey date, surveyor initials, the tree identification number clearly inscribed on it; and be nailed to the tree with three-inch aluminum nails. The tree will also be marked approximately 5 feet above ground with two orange Tyvek “RTV” labels, one on the uphill and one on the downhill side of the tree, and with pink and black diagonal striped flagging. Provide GPS locations collected with a GPS unit capable of 30 meter CEP for all red tree vole nests.
- f. When evidence of a red tree vole nest is found, collect and submit a sample of the resin ducts. Resin ducts shall be collected in a plastic zip-lock baggie. The baggie shall be clearly labeled with date, location (tree ID#), and surveyor initials. These samples of resin ducts shall be submitted to the COR with completed survey forms and maps. See 5.1.2.e.

- g. When fresh resin ducts associated with an active red tree vole nest or other evidence indicating that a nest is currently active are observed, the word “Active” will be written in wide-tip permanent marker on the orange Tyvek RTV labels on that tree. If after climbing the tree, the climber concludes the nest is inactive, the word “Inactive” will be written on the tree labels.
- h. Along transects, distance and bearing to red tree vole nest trees and located unknown nest trees, shall be written on “green glo” (fluorescent yellowish green) flagging, and double-tied with the white with red polka dot transect flagging. The information for the nest tree will be written with permanent, wide-tip marker on the flagging.
- i. Surveys shall not be conducted under inclement weather conditions such as precipitation, fog, and snow which would reduce the visibility of nests or resin ducts. Surveys shall not be done at times of day when low light conditions reduce visibility into and through the tree canopy.

5.1.2 Documentation

- a. All red tree vole surveys shall be recorded on protocol survey forms. See sample protocol forms in the Protocol. Survey data shall be recorded for every survey area, and survey forms completed even if evidence of red tree voles is not found.
- b. Locations of red tree vole nests or resin ducts, and unknown nests, corresponding tree number, and survey routes shall be accurately mapped on 20-foot contour maps with sufficient detail to allow BLM to locate the sites. If the Project Inspector (PI) finds that the red tree vole nest location was not accurately mapped or GPSed, the Contractor shall return to the site and correct the error.
- c. Accuracy of GPS locations shall be sub 30 meter CEP. Submitted data shall be in an electronic format (ESRI shapefiles) and be collected as follows:

Coordinates -	UTM
Datum -	NAD83
Units -	Meters
Set Log DOP -	Yes
Coordinate System -	UTM Zone-10
	Datum-NAD83
	Coordinate Units - meters
	Altitude Units - meters

- d. A minimum 20-minute attempt shall be made to try to achieve sub 30 meter accuracy. If after 20 minutes, an accurate GPS point at plot center cannot be achieved, attempt an offset reading with distance and compass bearing. Offsets

will be discussed at the prework conference. Coordinates shall be generated from the offset, and included in the GPS data.

- e. At two-week intervals for the duration of the task order, provide the COR with a progress report that contains 1) what units have been ground surveyed and completed, 2) shapefiles containing the location of any nests confirmed as RTV from ground surveys and 3) resin duct samples collected during ground surveys. All data entries recording the presence of resin ducts shall have a corresponding sample. A designated time and location for submissions will be established during the prework conference.
- f. Bi-weekly progress reports are not required during periods of time when no activity is occurring under a given task order. Provide a proposed schedule of work to the COR at least one week prior to re-commencing activities under the task order.
- g. Upon completion of the task order, the contractor shall provide a final survey package within 1 week after the last work day of the task order to the COR. The final package shall include:
 - 1) Completed data forms (form 1 and form 2 see 5.2.2.a) for all units surveyed,
 - 2) A summary sheet that depicts the accomplishments of the task order, including the units surveyed the total number of unidentified and RTV nests (including status) located in each unit during ground surveys,
 - 3) Maps of each unit depicting survey transect locations and tree locations,
 - 4) A final shapefile that contains all tree locations collected during surveys and the nest status of these trees.
- h. For information recorded on survey forms or submitted in summary documents, a consistent format shall be used to represent legal location information and unit numbers. The precise format will be established during the prework conference.
- i. All reports and maps shall be clear and reproducible on a black-and-white copy machine. All submittals shall be reviewed by the Contractor to ensure completeness, legibility and consistency in style before submitting to the COR.
- j. Document State or Federally listed, sensitive, assessment or protected wildlife, or any other survey and manage species on wildlife observation forms or archaeological sites, as encountered with locations shown on an attached survey map.

5.2 Subitem B – Tree Climbing - Individual Nest Inspection

5.2.1 Field Work

- a. Climbing shall be performed after project area(s) surveys have been completed and accepted under Subitem A, or as a separate, stand-alone project for areas previously surveyed by Government survey crews. All tree climbing shall be completed by September 30, 2015.
- b. The COR will select which “unknown nests” shall be climbed. This could be any arrangement of nests, from all to none of those identified during ground surveys.
- c. The Contractor shall climb the designated tree and locate the nest identified from ground surveys. If the nest exhibits evidence of a red tree vole, collect a sample of the resin ducts in a plastic zip-lock baggie. The baggie shall be clearly labeled with date, location (tree identification number), nest tree activity status and surveyor initials. Samples of any other nest material that may define species occupation shall be collected in a labeled zip-lock baggie. These samples of resin ducts and nest material shall be submitted to the COR with a completed Form No. 3 (see 5.2.2.a). The tree shall be marked as “RTV” using the orange Tyvek labels or “CAOS” (confirmed as other species) may be written on the tree’s aluminum tag and GPS location taken as described in 5.1.1.d. If a GPS location is unable to be collected, an accurate location shall be generated in an Arcmap shapefile by offsetting from reliable field locations.
- d. Care shall be taken to minimize disturbance of all nests found, whether they are mammals or birds.
- e. Hang a white with red polka dot flag that is easily visible from the ground, near the inspected nest, or on the lower branches of the tree if no nest is observed to document climbed trees and inspected nests.
- f. If a climber finds a designated tree unsafe to climb, the appropriate alternative action is to document in detail in the comments section of that tree’s form 3, the reason it is unsafe; and to climb a nearby tree such that the climber may make his/her best judgment of the status of the designated nest.

5.2.2 Documentation

- a. The latest version of “Red Tree Vole Nest Tree and Nest Data Protocol Form” (See Protocol Form #3 in the Protocol) shall be completed for each tree climbed, to include observation notes, even if evidence of red tree voles is not found. Observation notes may include nest structures observed in other surrounding trees and nest status determinations made by the observer. See Protocol Form No. 2 in the Protocol.
- b. At two-week intervals for the duration of the task order, provide the COR with a progress report that contains:
 - 1) The total number of trees that have been climbed within each unit,

- 2) Shapefiles containing the location of any nests confirmed as RTV during climbing, and
- 3) Resin duct samples collected during ground surveys.

All data entries recording the presence of resin ducts shall have a corresponding sample. A designated time and location for submissions will be established during the prework conference.

- c. Bi-weekly progress reports are not required during periods of time when no activity is occurring under a given task order. Provide a proposed schedule of work to the COR at least one week prior to re-commencing activities under the task order.
- d. Upon completion of the task order, the contractor shall provide a final survey package within 1 week after the last work day of the task order to the COR. The final package will include:
 - 1) Completed data forms for all units surveyed and all trees climbed (revised form 1 and 2 for each unit and one form 3 for each tree see 5.2.2.a),
 - 2) A summary sheet that depicts the accomplishments of the task order, including the units surveyed, the total number of nests determined to be CTOS, inactive RTV nests and active RTV nests from tree climbing,
 - 3) Maps of each unit depicting the location of all active and inactive RTV nest tree locations,
 - 4) A final shapefile that contains all tree locations collected during surveys and the nest status of these trees.
- e. For information recorded on survey forms or submitted in summary documents, a consistent format shall be used to represent legal location information and unit numbers. The precise format will be established during the prework conference.
- f. All reports and maps shall be clear and reproducible on a black-and-white copy machine. All submittals shall be reviewed by the Contractor to ensure completeness, legibility and consistency in style before submitting to the COR.
- g. Document State or Federally listed, sensitive, assessment or protected wildlife, or any other survey and manage species on wildlife observation forms or archaeological sites, as encountered with locations shown on an attached survey map.

5.3 Subitem C – Tree Climbing - Complete Tree Search

5.3.1 Field Work

- a. A complete tree search is defined as any tree without a nest visible from the ground, at least 100' in height, and at least 30" DBH or greater, for which resin

duct evidence was found nearby. Resin ducts and a written justification for climbing complete search trees will be submitted at the next progress report. If a nest is found, follow procedures in 5.2.1.c through 5.2.2. If a red tree vole is not found, the tree shall be labeled with a Tyvek tag with the white side facing outward and labeled with “No RTV nest Found”, the climbers initials and the climbing date. In this case, the climber will also hang a flag at the highest point in the tree easily visible from the ground, on the same side of the tree as the Tyvek tag. Justification for complete tree searches includes finding resin ducts on the ground near a tree that typifies trees known to be RTV habitat but which do not have visible nests from the ground. The inability of a climber to locate a tree designated for climbing is not considered a justification for a complete tree search (i.e. replacement tree).

6.0 INSPECTION AND ACCEPTANCE

6.1 The COR and/or the PI will inspect a minimum of 10% of completed survey areas and trees climbed, all maps, all forms, and all electronic data as a basis for acceptance of work, and provide recommendations to improve work quality while work is in progress. The Contractor shall provide quality control measures to assure compliance with contract specifications.

6.2 Resin duct and other nest samples, and all required documentation of completed survey areas and trees climbed shall be submitted to the COR or PI at the appointed time(s). The COR or PI will inspect all documentation for legibility, completeness and consistency in reporting style, and inspect GIS and data dictionary information for correctness.

7.0 ACCEPTANCE

7.1 Field Surveys

7.1.1 Field surveys shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks.

7.1.2 Any area or portion thereof (to include climbing trees) shall be reworked if the terms of the specifications were not met. 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.

7.2 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 re-done.

8.0 PAYMENT

8.1 Subitem A - Red Tree Vole Surveys

8.1.1 Payment will be made for the number of acres completed and accepted at the unit price as stated in each task order, for completed units.

8.1.2 Upon completion and acceptance of surveys to protocol, the COR will initiate payment in the amount of one hundred (100) percent of the unit price times the number of acres surveyed up to the total quantity listed in the task order. Invoices submitted prior to the receipt of completed data forms will be returned to the Contractor.

8.2 Subitem B - Tree Climbing

8.2.1 Payment will be made for the number of trees climbed and accepted at the unit price as stated in each task order.

8.2.2 Upon completion and acceptance of trees climbed and all required documentation, the COR will initiate payment in the amount of one hundred (100) percent of the unit price times the number of trees climbed up to the total quantity listed in the task order, for completed units.

8.3 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.

8.4 Measurement of Treatment Areas - Survey area acreage is determined from GIS computer mapping data, and is based on horizontal measurement.

8.5 Remeasurement of Treatment Areas

8.5.1 The Contractor may, at any time during the course of the contract, request in writing to the CO remeasurement of any survey area if they feel that the acreage stated in the contract and on the project maps is incorrect.

8.5.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the task order.

8.5.3 If remeasurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment for the treatment area will be based on the re-measured acreage. The cost for remeasurement will be incurred by the Government.

9.0 CONTRACT TIME

The Contractor shall begin work within three (3) calendar days from the effective date of the notice to proceed for each task order assuming that climatic parameters are within protocol standards. The Contractor shall continue performance of the work

under the contract without delay or interruption except by causes beyond his control as defined in the contract clauses of the contract, 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 each task order.

10.0 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.

11.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

12.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

13.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER S REPRESENTATIVE AND PROJECT INSPECTOR

13.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

13.2 The Project Inspector is responsible for checking the Contractor s compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

14.0 NOTICE TO PROCEED

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

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

15.0 WORK HOURS

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

62.0 PROSECUTION OF THE WORK

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

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

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

17.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

18.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any

objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

19.0 SUBCONTRACTS

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

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

20.0 RESTORATION OF RESOURCES

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

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

21.0 FIRE DANGER SEASON

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

22.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

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

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

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

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

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

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

WD 77-0079 (Rev.-40) was first posted on www.wdol.gov on 06/22/2010

Forestry and Land Management Services

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON, D.C. 20210

Shirley F. Ebbesen | Division of Wage | Wage Determination No: 1977-0079
Director | Determinations | Revision No: 40
| Date Of Revision: 06/15/2010

State: Oregon
Area: Oregon Statewide

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		14.23
08040 - Choker Setter		14.33
08070 - Faller/Bucker		25.30
08100 - Fire Lookout		13.76
08130 - Forestry Equipment Operator		16.62
08160 - Forestry/Logging Heavy Equipment Operator		16.62
08190 - Forestry Technician		18.33
08200 - Forestry Truck Driver		14.55
08250 - General Forestry Laborer		11.47
08280 - Nursery Specialist		19.06
08310 - Slash Piler/Burner		9.15
08340 - Tree Climber		9.15
08370 - Tree Planter		12.89
08400 - Tree Planter, Mechanical		12.89

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; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage

determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm s length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A 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.

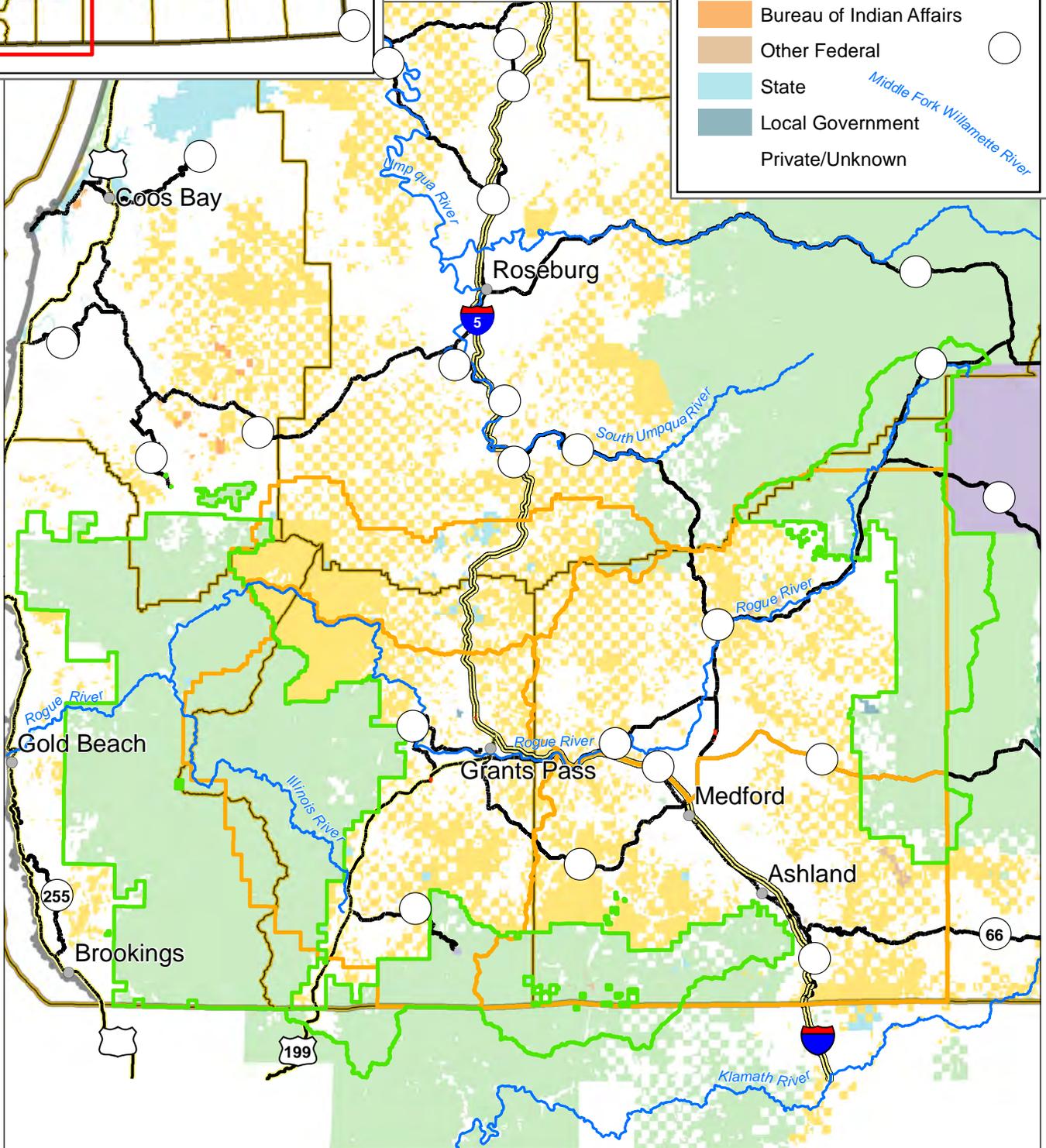
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the 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.

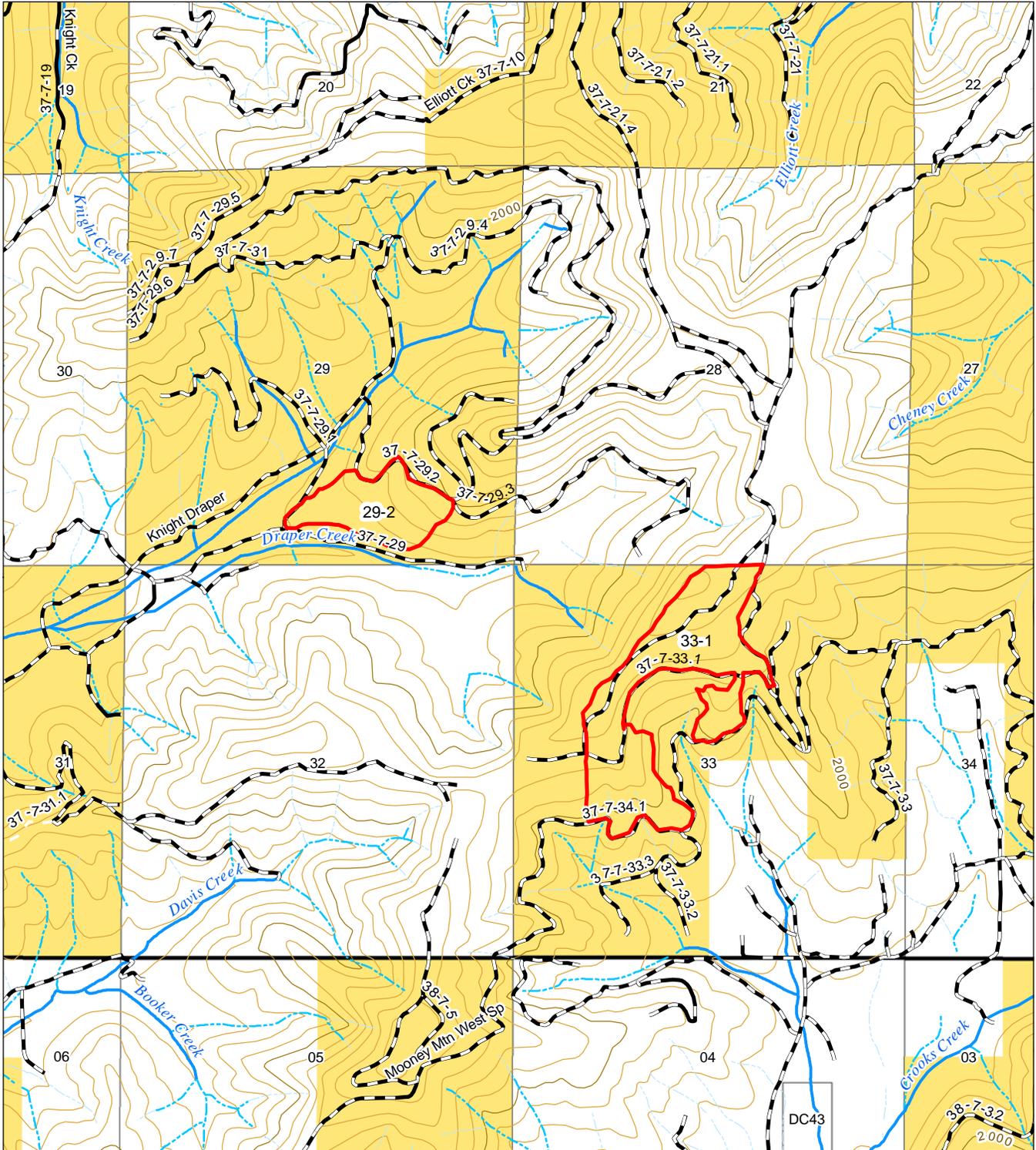
RED TREE VOLE IDIQU CONTRACT

VICINITY MAP



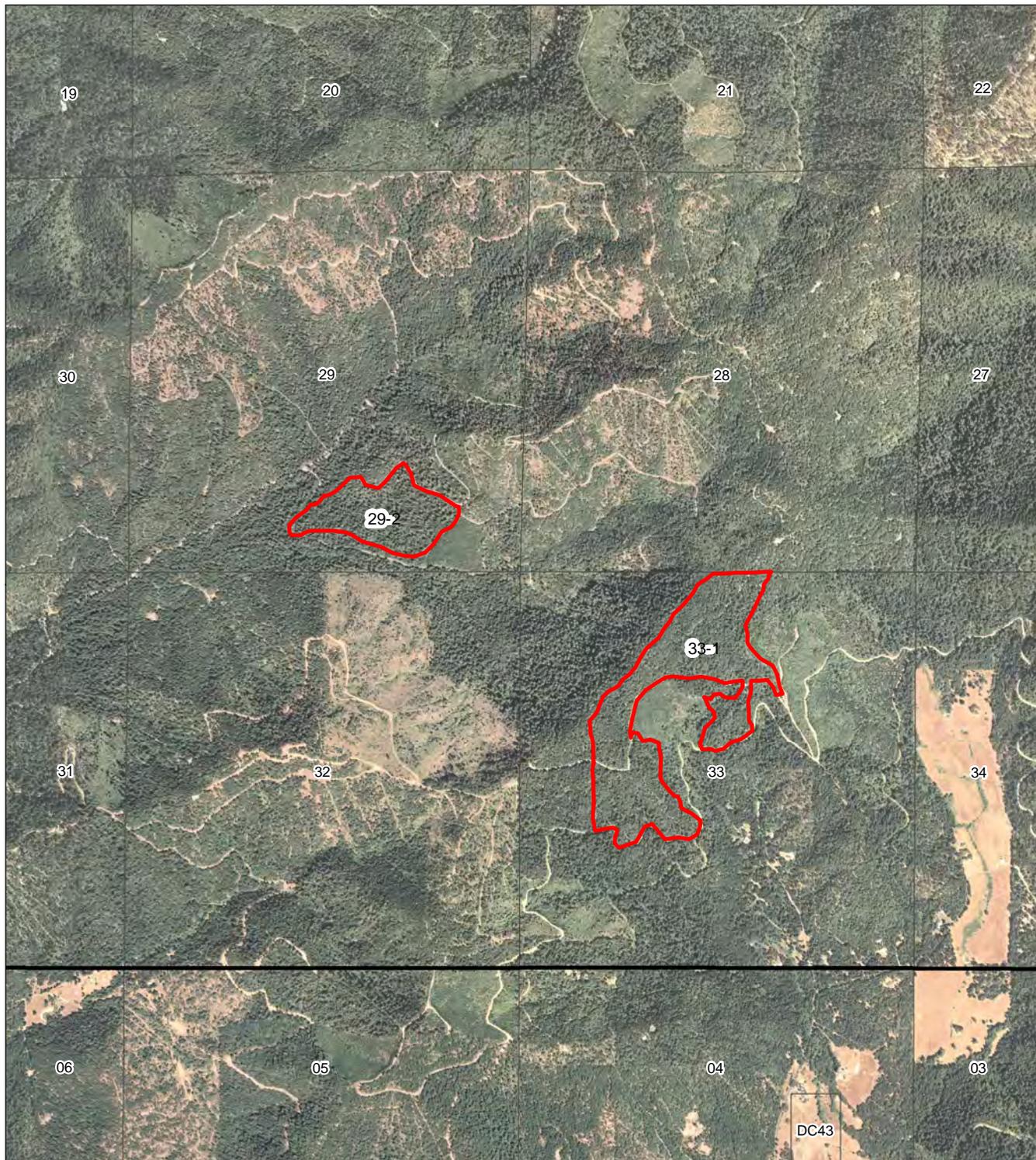
- Rogue River - Siskiyou Forest
- Medford District BLM
- State Boundary
- Bureau of Land Management
- U.S. Forest Service
- National Park Service
- U.S. Fish and Wildlife Service
- Bureau of Indian Affairs
- Other Federal
- State
- Local Government
- Private/Unknown





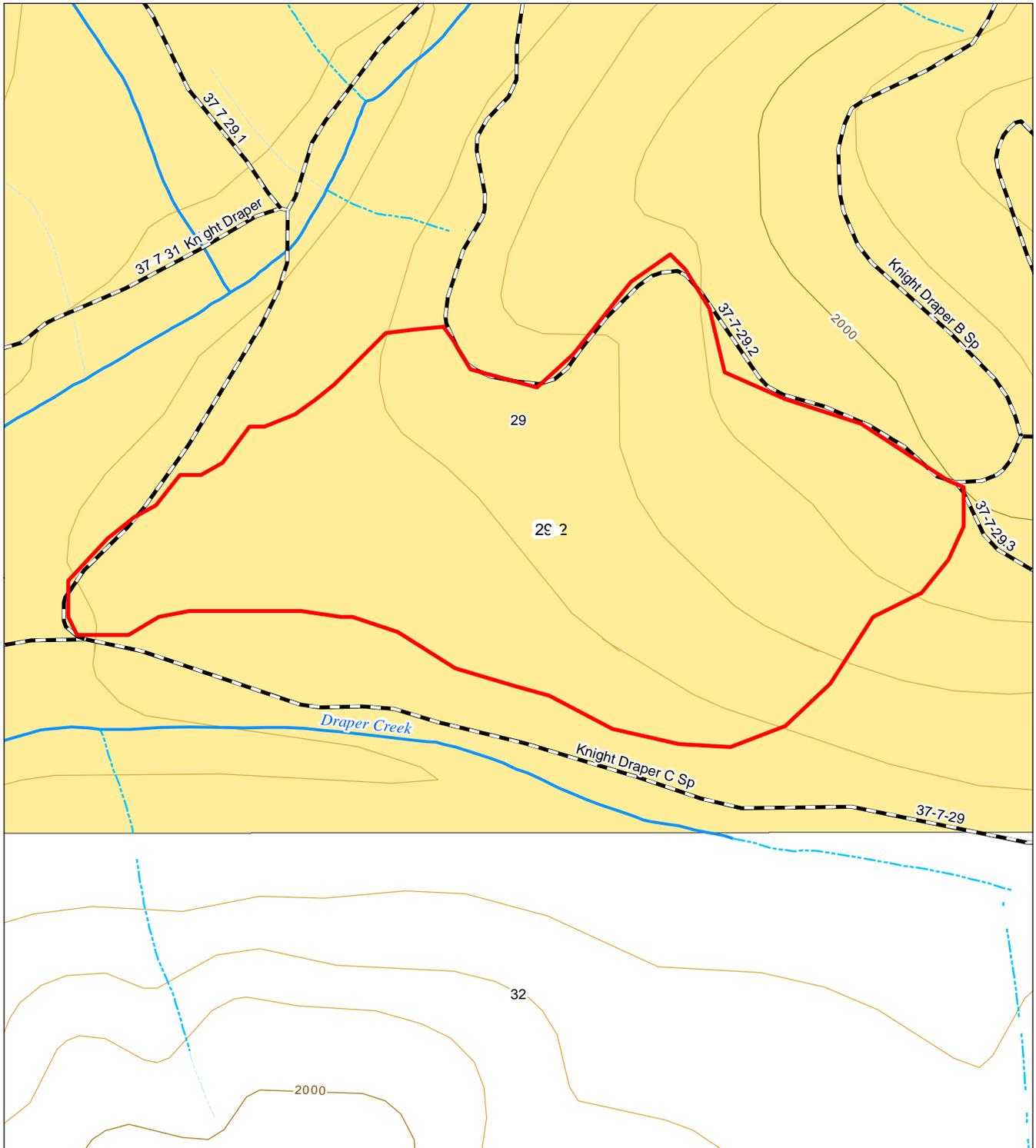
Unit	Acres
33-1	93
29-2	35

1:24,000



Unit	Acres
33-1	93
29-2	35

1:24,000



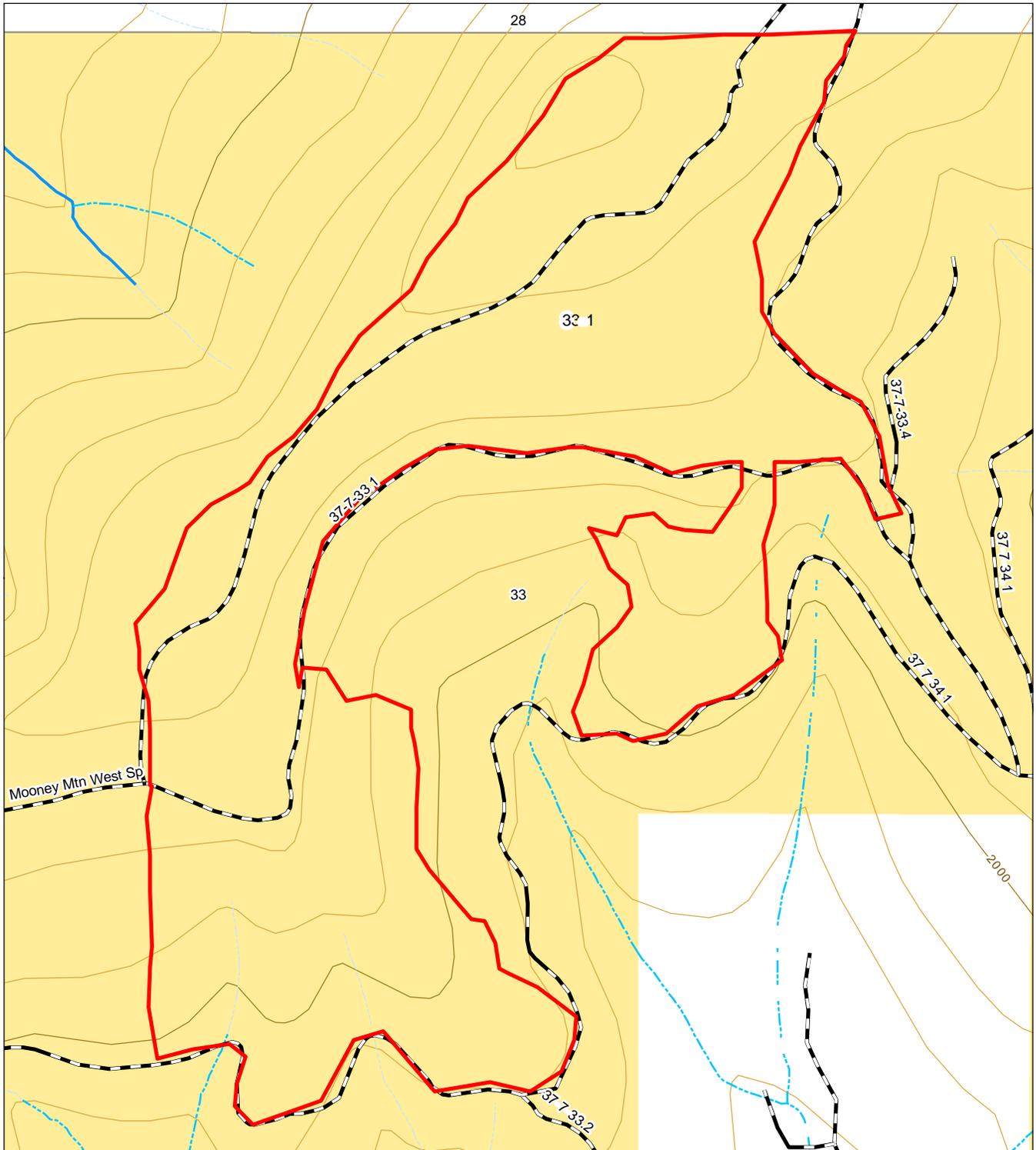
Legend

- Bureau of Land Management
- U.S. Forest Service
- Private
- Unit Boundary

Unit Name	Deer North 29-2
Acres	35
Bid Item	A



1:4,500



Legend

- Bureau of Land Management
- U.S. Forest Service
- Private
- Unit Boundary

Unit Name	Deer North 33-1
Acres	93
Bid Item	A



1:6,000

SAMPLE TASK ORDER '

To: Contractor's Name
Address

From: Bureau of Land Management '
Branch of Procurement Mgmt
PO Box 2965
Portland, OR 97208

Contract No. _____
 Item Number(s): _____

Requesting Office: Medford District
 Task Order No: L10PD01539
 Task Order Date: July 10, 2010

ITEM NO.	UNIT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT
A	Deer North TS RTV Surveys	128	AC	\$	\$
				\$	\$
Total					\$

PERFORMANCE TIME: Field Surveys (performed concurrently):

Subitem A: Performance Time: 2 Calendar Days
 Estimated Start Work Date: August 3, 2010

Final Report: Performance Time: Seven (7) Calendar Days from the end of the performance time allowed for completion and compilation of survey results.

 Accounting and Appropriation Data:

 Name of Contracting Officer

 Contracting Officer s Signature Date '