

**AWARD DATA**

Orders May Be Placed Through 07/08/2005

Native Grass Seed Supply, California, Idaho, Oregon And Washington  
Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

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

Ordering procedures:

Delivery orders will be placed based on price and all technical factors, including the price for delivery, up to the number of acres in the technical proposal. The Government may consider scattering of similar lots in placement of orders.

BLM contact: Sherry A. Marshall, Contracting Officer 503-808-6217

For Source Location Registry Application, Certificate of Genetic Provenance (CGP) Application, wage determination and contractors' technical approach, contact:  
Tom Fulton at 503-808-6210

All modifications have been incorporated into text.

<p><u>East of Cascade Mtns</u> BLM Contract No. HAC022A00 Rainier Seeds 5401 Eltopia Rd W Eltopia, WA 99330 Contact: Todd Harris Tel: 509-297-4545 Fax: 509-297-4547 Items: T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AI, AY, and AZ Offered Acres: 130 *Outstanding</p>	<p><u>East of Cascade Mtns</u> BLM Contract No. HAC022B00 Benson Farms 1145 S Jefferson Moses Lake, WA 98837 Contact: Jerry Benson Tel: 509-765-6348 Fax: 509-764-9978 Items: T, U, V, X, Y, Z, AB, AD, AE, AG, AH, AY and AZ Offered Acres: 130 *Excellent</p>
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<p><u>East of Cascade Mtns</u>  BLM Contract No. HAC022C00  Currans Family Farms  53671 W Crockett Rd  Milton-Freewater, OR 97862  Contact: Sean Currans  Tel: 541-938-8182  Fax: 541-938-8182  Items: U, V, Z, AJ, AY and AZ  Offered Acres: 50  *Good</p>	<p><u>East of Cascade Mtns</u>  BLM Contract No. HAC022D00  Geertson Seed Farms  1665 Burroughs Rd  Adrian, OR 97901  Contact: Phillip Geertson  Tel: 541-339-3768  Fax: 541-339-7990  Items: U, V, Y, AA, AB, AC, AF, AG, AH,  AI, AY, and AZ  Offered Acres: 40  *Good</p>
<p><u>East of Cascade Mtns</u>  BLM Contract No. HAC022E00  Linda Kurtz  737 Enterprise Ave  Nyssa, OR 97913  Contact: Linda Kurtz  Tel: 541-372-5523  Fax: 541-372-2166  Items: AJ, AY and AZ  Offered Acres: 60  *Good</p>	<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022F00  Rana Creek Habitat Restoration  35351 E Carmel Valley Rd  Carmel Valley, CA 93924  Contact: Steve Canepa  Tel: 831-659-3820  Fax: 831-659-4851  Items: M, and AY  Offered Acres: 93.67  *Outstanding</p>
<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022G00  Oregon Wholesale  PO Box 885  Silverton, OR 97381  Contact: Angela Rose  Tel: 503-874-8221  Fax: 503-873-8861  Items: P, AY and AZ  Offered Acres: 37  *Excellent</p>	<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022H00  E&amp;S Environmental Restoration  PO Box 84  Corvallis, OR 97339  Contact: Tim Sullivan  Tel: 541-758-5777  Fax: 541-758-4413  Items: B, C, E, G, I, M, R, AY and AZ  Offered Acres: 49  *Excellent</p>

<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022J00  Kenagy Family Farms  1640 Nebergall Loop Rd  Albany, OR 97321  Contact: Peter Kenagy  Tel: 541-926-8038  Fax: 541-926-8038  Items: D, G, L, N, AY and AZ  Offered Acres: 30.5  *Excellent</p>	<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022K00  VanderZanden Farms  8065 NW Jackson School Rd  Hillsboro, OR 97124  Contact: Robert VanderZanden  Tel: 503-647-2405  Fax: 503-647-2474  Items: D, K, N, and AY  Offered Acres: 188  *Excellent</p>
<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022L00  Pacific Northwest Natives  1525 Laurel Heights Dr. NW  Albany, OR 97321  Contact: Craig Edminster  Tel: 541-928-8239  Fax: 541-924-8855  Items: A, B, E, F, G, H, I, K, L, N, O, P,  R, S, AY and AZ  Offered Acres: Unlimited  *Good</p>	<p><u>West of Cascade Mtns</u>  BLM Contract No. HAC022M00  Dan Keeley  5975 Buyserie Rd NE  St Paul, OR 97137  Contact: Dan Keeley  Tel: 503-633-2838  Fax: N/A  Items: G, H, L, M, S, AY and AZ  Offered Acres: 25  *Good</p>

\*Past performance definitions:

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

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

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

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

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

(Corrected 5/31) Revised, Amendment No. 3  
SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract to supply native grass seed (local genotype). The quantities listed are an estimate of each species of grass seed anticipated to be ordered by the Bureau of Land Management (BLM) over the entire 3-year ordering period. Contracting Officers from the BLM, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service, located primarily in Oregon, Washington, Idaho and California, are hereby authorized to place delivery orders against this contract.

The Contractor may purchase initial native grass seed from the Government. The supply of certified native grass seed to the Government is dependent upon the cultivation of healthy grass fields with specific morphological and genetic characteristics which in turn is dependent upon matching field location and environment with seed collection areas. Therefore, production fields will be considered eligible for sowing as follows:

1. Only fields west of the Cascade or Sierra Mtn. Range crest will be considered for offering on Items A through S.
2. Only fields east of the Cascade or Sierra Mtn. Range crest will be considered for offering on Items T through AJ.

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

Seed Delivery item unit prices and Straw Baling and Delivery item unit prices apply to each subitem of grass seed ordered.

All orders will be for a quantity requiring at least the amount of acres proposed as a minimum in the technical proposal per species per eco-region, based on average seed yield. If no minimum is stated, the minimum will be one acre per species per eco-region based on average seed yield. See Table B, Section J.

SECTION B - SCHEDULE OF ITEMS (continued)

**WEST OF THE CASCADES RESTRICTED GROW-OUT LOTS**  
**ANNUAL GRASSES** **ONE-YEAR CROPS**

<u>Item No.</u>	<u>Species</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>A</b>	<b>Small Fescue (<i>Vulpia microstachys</i>)</b>				
A1	Establishment Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
				Total - Item A	=====

**PERENNIAL GRASSES**

**TWO-YEAR CROPS**

<b>B</b>	<b>California Brome (<i>Bromus carinatus</i>)</b>				
B1	Establishment Year				
	1 to 2 AC	3,333	LB	_____	_____
	2.1 to 5 AC	3,333	LB	_____	_____
	5.1 plus AC	3,333	LB	_____	_____
B2	Subsequent Year				
	1 to 2 AC	3,333	LB	_____	_____
	2.1 to 5 AC	3,333	LB	_____	_____
	5.1 plus AC	3,333	LB	_____	_____
				Total - Item B	=====

<b>C</b>	<b>Columbia Brome (<i>Bromus vulgaris</i>)</b>				
C1	Establishment Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
C2	Subsequent Year				
	1 to 2 AC	1,000	LB	_____	_____
	2.1 to 5 AC	1,000	LB	_____	_____
	5.1 plus AC	1,000	LB	_____	_____
				Total - Item C	=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>D Slender Hairgrass (<i>Deschampsia elongata</i>)</b>					
D1	Establishment Year				
	1 to 2 AC	1,333	LB	_____	_____
	2.1 to 5 AC	1,333	LB	_____	_____
	5.1 plus AC	1,333	LB	_____	_____
D2	Subsequent Year				
	1 to 2 AC	1,333	LB	_____	_____
	2.1 to 5 AC	1,333	LB	_____	_____
	5.1 plus AC	1,333	LB	_____	_____
		Total - Item D			=====
<b>E Woodland Brome (<i>Bromus laevipes</i>)</b>					
E1	Establishment Year				
	1 to 2 AC	3,333	LB	_____	_____
	2.1 to 5 ac	3,333	LB	_____	_____
	5.1 plus AC	3,333	LB	_____	_____
E2	Subsequent Year				
	1 to 2 AC	3,333	LB	_____	_____
	2.1 to 5 AC	3,333	LB	_____	_____
	5.1 plus AC	3,333	LB	_____	_____
		Total - Item E			=====
<b>PERENNIAL GRASSES</b>			<b>TWO-YEAR CROPS</b>		
<b>F Bluebunch Wheatgrass (<i>Pseudoroegneria spicata</i>)</b>					
F1	Establishment Year				
	1 to 2 AC	667	LB	_____	_____
	2.1 to 5 ac	667	LB	_____	_____
	5.1 plus AC	667	LB	_____	_____
F2	Subsequent Year				
	1 to 2 AC	1,167	LB	_____	_____
	2.1 to 5 AC	1,167	LB	_____	_____
	5.1 plus AC	1,167	LB	_____	_____
		Total - Item F			=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>G Blue Wildrye (<i>Elymus glaucus</i>)</b>					
G1	Establishment Year				
	1 to 2 AC	5,000	LB	_____	_____
	2.1 to 5 ac	5,000	LB	_____	_____
	5.1 plus AC	5,000	LB	_____	_____
G2	Subsequent Year				
	1 to 2 AC	13,333	LB	_____	_____
	2.1 to 5 AC	13,333	LB	_____	_____
	5.1 plus AC	13,333	LB	_____	_____
		Total - Item G			=====
<b>H California Fescue (<i>Festuca californica</i>)</b>					
H1	Establishment Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
H2	Subsequent Year				
	1 to 2 AC	1,667	LB	_____	_____
	2.1 to 5 AC	1,667	LB	_____	_____
	5.1 plus AC	1,667	LB	_____	_____
		Total - Item H			=====
<b>I California Oatgrass (<i>Danthonia californica</i>)</b>					
I1	Establishment Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
I2	Subsequent Year				
	1 to 2 AC	2,000	LB	_____	_____
	2.1 to 5 AC	2,000	LB	_____	_____
	5.1 plus AC	2,000	LB	_____	_____
		Total - Item I			=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>J Fowl Mannagrass (<i>Glyceria elata</i>)</b>					
J1	Establishment Year				
	1 to 2 AC	33	LB	_____	_____
	2.1 to 5 ac	33	LB	_____	_____
	5.1 plus AC	33	LB	_____	_____
J2	Subsequent Year				
	1 to 2 AC	100	LB	_____	_____
	2.1 to 5 AC	100	LB	_____	_____
	5.1 plus AC	100	LB	_____	_____
Total - Item J					=====
<b>K Harford's Melic (<i>Melica harfordi</i>)</b>					
K1	Establishment Year				
	1 to 2 AC	1,333	LB	_____	_____
	2.1 to 5 AC	1,333	LB	_____	_____
	5.1 plus AC	1,333	LB	_____	_____
K2	Subsequent Year				
	1 to 2 AC	1,667	LB	_____	_____
	2.1 to 5 AC	1,667	LB	_____	_____
	5.1 plus AC	1,667	LB	_____	_____
Total - Item K					=====
<b>L Idaho Fescue (<i>Festuca idahoensis</i>) (renamed Romer's Fescue - <i>Festuca romeri</i>)</b>					
L1	Establishment Year				
	1 to 2 AC	667	LB	_____	_____
	2.1 to 5 AC	667	LB	_____	_____
	5.1 plus AC	667	LB	_____	_____
L2	Subsequent Year				
	1 to 2 AC	3,333	LB	_____	_____
	2.1 to 5 AC	3,333	LB	_____	_____
	5.1 plus AC	3,333	LB	_____	_____
Total - Item L					=====

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Species</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>M June Grass (<i>Koelari macrantha</i>)</b>					
M1	Establishment Year				
	1 to 2 AC	33	LB	_____	_____
	2.1 to 5 AC	33	LB	_____	_____
	5.1 plus AC	33	LB	_____	_____
M2	Subsequent Year				
	1 to 2 AC	2,667	LB	_____	_____
	2.1 to 5 AC	2,667	LB	_____	_____
	5.1 plus AC	2,667	LB	_____	_____
Total - Item M					=====
<b>N Lemmon's Needlegrass (<i>Achnatherum lemmonii</i>)</b>					
N1	Establishment Year				
	1 to 2 AC	667	LB	_____	_____
	2.1 to 5 AC	667	LB	_____	_____
	5.1 plus AC	667	LB	_____	_____
N2	Subsequent Year				
	1 to 2 AC	2,667	LB	_____	_____
	2.1 to 5 AC	2,667	LB	_____	_____
	5.1 plus AC	2,667	LB	_____	_____
Total - Item N					=====
<b>O Meadow Barley (<i>Hordeum brachyantherum</i>)</b>					
O1	Establishment Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
O2	Subsequent Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
Total - Item O					=====

## SECTION B - SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Species</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>P</b>	<b>Pine Bluegrass (<i>Poa secunda</i>)</b>				
P1	Establishment Year				
	1 to 2 AC	1,000	LB	_____	_____
	2.1 to 5 AC	1,000	LB	_____	_____
	5.1 plus AC	1,000	LB	_____	_____
P2	Subsequent Year				
	1 to 2 AC	1,667	LB	_____	_____
	2.1 to 5 AC	1,667	LB	_____	_____
	5.1 plus AC	1,667	LB	_____	_____
		Total - Item P			=====
<b>Q</b>	<b>Squirrel Tail (<i>Elymus elymoides</i>)</b>				
Q1	Establishment Year				
	1 to 2 AC	833	LB	_____	_____
	2.1 to 5 AC	833	LB	_____	_____
	5.1 plus AC	833	LB	_____	_____
Q2	Subsequent Year				
	1 to 2 AC	833	LB	_____	_____
	2.1 to 5 AC	833	LB	_____	_____
	5.1 plus AC	833	LB	_____	_____
		Total - Item Q			=====
<b>R</b>	<b>Tufted Hairgrass (<i>Deschampsia cespitosa</i>)</b>				
R1	Establishment Year				
	1 to 2 AC	333	LB	_____	_____
	2.1 to 5 AC	333	LB	_____	_____
	5.1 plus AC	333	LB	_____	_____
R2	Subsequent Year				
	1 to 2 AC	1,333	LB	_____	_____
	2.1 to 5 AC	1,333	LB	_____	_____
	5.1 plus AC	1,333	LB	_____	_____
		Total - Item R			=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>S Western Fescue (<i>Festuca occidentalis</i>)</b>					
S1	Establishment Year				
	1 to 2 AC	1,000	LB	_____	_____
	2.1 to 5 ac	1,000	LB	_____	_____
	5.1 plus AC	1,000	LB	_____	_____
S2	Subsequent Year				
	1 to 2 AC	1,000	LB	_____	_____
	2.1 to 5 AC	1,000	LB	_____	_____
	5.1 plus AC	1,000	LB	_____	_____
Total - Item S					=====

**EAST OF THE CASCADES RESTRICTED GROW-OUT LOTS**  
**PERENNIAL GRASSES                      TWO-YEAR CROPS**

<b>T Big Bluegrass (<i>Poa ampla</i>)</b>					
T1	Establishment Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
T2	Subsequent Year				
	1 to 5 AC	6,667	LB	_____	_____
	5.1 to 10 AC	6,667	LB	_____	_____
	10.1 plus AC	6,667	LB	_____	_____
Total - Item T					=====

<b>U Bluebunch Wheatgrass (<i>Pseudoroegneria spicata</i>)</b>					
U1	Establishment Year				
	1 to 5 AC	8,000	LB	_____	_____
	5.1 to 10 AC	8,000	LB	_____	_____
	10.1 plus AC	8,000	LB	_____	_____
U2	Subsequent Year				
	1 to 5 AC	12,000	LB	_____	_____
	5.1 to 10 AC	12,000	LB	_____	_____
	10.1 plus AC	12,000	LB	_____	_____
Total - Item U					=====

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Species</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>V</b>	<b>Blue Wildrye (<i>Elymus glaucus</i>)</b>				
V1	Establishment Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
V2	Subsequent Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
		Total - Item V			=====
<b>W</b>	<b>California Oatgrass (<i>Danthonia californica</i>)</b>				
W1	Establishment Year				
	1 to 5 AC	33	LB	_____	_____
	5.1 to 10 AC	33	LB	_____	_____
	10.1 plus AC	33	LB	_____	_____
W2	Subsequent Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
		Total - Item W			=====
<b>X</b>	<b>Cusick's Bluegrass (<i>Poa cusickii</i>)</b>				
X1	Establishment Year				
	1 to 5 AC	833	LB	_____	_____
	5.1 to 10 AC	833	LB	_____	_____
	10.1 plus AC	833	LB	_____	_____
X2	Subsequent Year				
	1 to 5 AC	3,667	LB	_____	_____
	5.1 to 10 AC	3,667	LB	_____	_____
	10.1 plus AC	3,667	LB	_____	_____
		Total - Item X			=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>Y</b>	<b>Great Basin Wildrye (<i>Leymes cinereus</i>)</b>				
Y1	Establishment Year				
	1 to 5 AC	3,000	LB	_____	_____
	5.1 to 10 AC	3,000	LB	_____	_____
	10.1 plus AC	3,000	LB	_____	_____
Y2	Subsequent Year				
	1 to 5 AC	6,000	LB	_____	_____
	5.1 to 10 AC	6,000	LB	_____	_____
	10.1 plus AC	6,000	LB	_____	_____
		Total - Item Y			=====
<b>Z</b>	<b>Idaho Fescue (<i>Festuca idahoensis</i>)</b>				
Z1	Establishment Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
Z2	Subsequent Year				
	1 to 5 AC	2,667	LB	_____	_____
	5.1 to 10 AC	2,667	LB	_____	_____
	10.1 plus AC	2,667	LB	_____	_____
		Total - Item Z			=====
<b>AA</b>	<b>Indian Ricegrass (<i>Oryzopsis hymenoides</i>)</b>				
AA1	Establishment Year				
	1 to 5 AC	6,000	LB	_____	_____
	5.1 to 10 AC	6,000	LB	_____	_____
	10.1 plus AC	6,000	LB	_____	_____
AA2	Subsequent Year				
	1 to 5 AC	10,000	LB	_____	_____
	5.1 to 10 AC	10,000	LB	_____	_____
	10.1 plus AC	10,000	LB	_____	_____
		Total - Item AA			=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>AB June Grass (<i>Koeleria macrantha</i>)</b>					
AB1	Establishment Year				
	1 to 5 AC	33	LB	_____	_____
	5.1 to 10 AC	33	LB	_____	_____
	10.1 plus AC	33	LB	_____	_____
AB2	Subsequent Year				
	1 to 5 AC	2,667	LB	_____	_____
	5.1 to 10 AC	2,667	LB	_____	_____
	10.1 plus AC	2,667	LB	_____	_____
Total - Item AB					=====
<b>AC Needle and Thread Grass (<i>Hesperostipa comata</i>)</b>					
AC1	Establishment Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
AC2	Subsequent Year				
	1 to 5 AC	2667	LB	_____	_____
	5.1 to 10 AC	2,667	LB	_____	_____
	10.1 plus AC	2,667	LB	_____	_____
Total - Item AC					=====
<b>AD Sandberg's Bluegrass (<i>Poa secunda</i>)</b>					
AD1	Establishment Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
AD2	Subsequent Year				
	1 to 5 AC	6,667	LB	_____	_____
	5.1 to 10 AC	6,667	LB	_____	_____
	10.1 plus AC	6,667	LB	_____	_____
Total - Item AD					=====

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Species</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>AE Slender Wheatgrass (<i>Elymus trachycaulus</i>)</b>					
AE1	Establishment Year				
	1 to 5 AC	333	LB	_____	_____
	5.1 to 10 AC	333	LB	_____	_____
	10.1 plus AC	333	LB	_____	_____
AE2	Subsequent Year				
	1 to 5 AC	2,333	LB	_____	_____
	5.1 to 10 AC	2,333	LB	_____	_____
	10.1 plus AC	2,333	LB	_____	_____
Total - Item AE					=====
<b>AF Squirrel Tail (<i>Elymus elymoides</i>)</b>					
AF1	Establishment Year				
	1 to 5 AC	4,000	LB	_____	_____
	5.1 to 10 AC	4,000	LB	_____	_____
	10.1 plus AC	4,000	LB	_____	_____
AF2	Subsequent Year				
	1 to 5 AC	4,000	LB	_____	_____
	5.1 to 10 AC	4,000	LB	_____	_____
	10.1 plus AC	4,000	LB	_____	_____
Total - Item AF					=====
<b>AG Thickspike Wheatgrass (<i>Elymus lanceolatus</i>)</b>					
AG1	Establishment Year				
	1 to 5 AC	333	LB	_____	_____
	5.1 to 10 AC	333	LB	_____	_____
	10.1 plus AC	333	LB	_____	_____
AG2	Subsequent Year				
	1 to 5 AC	3,333	LB	_____	_____
	5.1 to 10 AC	3,333	LB	_____	_____
	10.1 plus AC	3,333	LB	_____	_____
Total - Item AG					=====

SECTION B - SCHEDULE OF ITEMS (continued)

Item No.	Species	Est. Qty	Unit	Unit Price	Total Amount
<b>AH Thurber's Needlegrass (<i>Achnatherum thurberiana</i>)</b>					
AH1	Establishment Year				
	1 to 5 AC	2,667	LB	_____	_____
	5.1 to 10 AC	2,667	LB	_____	_____
	10.1 plus AC	2,667	LB	_____	_____
AH2	Subsequent Year				
	1 to 5 AC	5,333	LB	_____	_____
	5.1 to 10 AC	5,333	LB	_____	_____
	10.1 plus AC	5,333	LB	_____	_____
Total - Item AH					=====
<b>AI Western Needlegrass (<i>Achnatherum occidentale</i>)</b>					
AI1	Establishment Year				
	1 to 5 AC	1,000	LB	_____	_____
	5.1 to 10 AC	1,000	LB	_____	_____
	10.1 plus AC	1,000	LB	_____	_____
AI2	Subsequent Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
Total - Item AI					=====
<b>AJ Western Wheatgrass (<i>Pascopyrum smithii</i>)</b>					
AJ1	Establishment Year				
	1 to 5 AC	2,000	LB	_____	_____
	5.1 to 10 AC	2,000	LB	_____	_____
	10.1 plus AC	2,000	LB	_____	_____
AJ2	Subsequent Year				
	1 to 5 AC	3,000	LB	_____	_____
	5.1 to 10 AC	3,000	LB	_____	_____
	10.1 plus AC	3,000	LB	_____	_____
Total - Item AJ					=====

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Species</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>MISCELLANEOUS</b>					
<b>AY</b>	<b>Seed Delivery</b>				
AY1	Delivery (Round Trip - Unloaded)	1,000	MI	_____	_____
AY2	Delivered Weight	10	LB	_____	_____
			Total - Item AY		=====
<b>AZ Straw Bailing and Delivery - OPTIONAL</b>					
AZ1	Bailing	50,000	BA	_____	_____
AZ2	Delivery (Round Trip - Unloaded)	1,000	MI	_____	_____
AZ3	Delivered Bales	50,000	BA	_____	_____
			Total - Item AZ		=====

AC = Acre                      LB = Pound  
 BA = Bale                      MI = Mile  
 Est. = Estimated              Qty = Quantity

ESTIMATED START WORK DATE: June 17, 2002

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 based on the anniversary of the award date. 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. Prices in effect on the date of each delivery order will govern amounts paid under that order. However, modifications to task orders will be priced based on escalated or de-escalate prices in effect on the date of the modification. Offeror's economic price adjustment percentage(s):

2nd Year \_\_\_\_\_  
 3rd Year \_\_\_\_\_

## SECTION B - SCHEDULE OF ITEMS (continued)

### MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be \$5,000 for each item awarded.

### MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation for all concurrent delivery orders is calculated by the following formula: the total acres, less any acres that are occupied as buffer strips, offered from the technical proposal times the average species yield x the bid price (e.g., 10 acres X 300 lb/acre X \$10.00/lb = \$30,000). After award, delivery orders may be placed by the Government. All seed specified on delivery orders will be purchased by the Government. All delivery orders will be placed no later than three years after 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 delivery orders of all awarded contracts will not exceed \$ 5,000,000.00 .

### EVALUATION FOR AWARD

For price evaluation purposes only, award will be based on the total of the base year for each grass seed Item, plus the base year for miscellaneous, plus the economic price adjustment percentages for the two additional years. Delivery orders will be placed based on price and all technical factors, including the price for delivery up to the number of acres in the technical proposal. Award will be made in accordance with Section L, Instructions, Conditions and Notices to Offeror and Clause 52.215-1, Instructions to Offerors—Competitive Acquisition. If one offeror receives award of more than one item, simultaneous performance may be required. See Sections L and M for proposal preparation instructions and award evaluation factors. See Clause 52.216-27, Single or Multiple Awards.

THIS PROJECT IS 40% SET ASIDE FOR SMALL BUSINESS CONCERNS BASED ON THE NUMBER OF ITEMS AWARDED.

The Sample Delivery Order (See Section J) is a sample order and given for illustration only.

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

## SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 GENERAL - The Contractor shall supply Source Identified (SI) certified native grass seed (local genotype) produced from grow-outs of the seed species listed in Section B, Schedule of Items, in compliance with the terms and specifications contained herein. The Contractor shall prepare fields, grow, harvest, process, and test viability, purity and moisture content of seed lots to meet certification standards as described in the applicable state Seed Certification Pre-Variety Germplasm standards and procedures. The resultant certified seed shall be supplied to the Government based on delivery orders. Straw shall be baled and delivered as ordered. The seed will be used for restoration projects on Federal lands. Delivery will primarily be made to locations within the state of Oregon.

### C.2.0 DEFINITIONS

Ecoregion - A physiographic unit within which physical factors (elevation, climate, soils, topography), and vegetative communities are grouped and identified to the extent that seed movement for a given species can occur with little risk of mal-adaptation. Unit is based on eco-regions developed by the EPA, Ecoregions of the Continental US, Level IV, 5th Draft, and published on the web at: [ftp://ftp.epa.gov/wed/ecoregions/reg10/pnw\\_map\\_v11.pdf](ftp://ftp.epa.gov/wed/ecoregions/reg10/pnw_map_v11.pdf). See Exhibit A for Eco-Regions of the Northwest US.

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

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

Native Seed Network - A nonprofit organization that provides a web accessible data base for tracking native seed data from source location through cultivation to final project site. [www.nativeseednetwork.org](http://www.nativeseednetwork.org)

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

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

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

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

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 The Contractor shall:

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

C.3.2 Fields shall be located within the geographic area described in Section B.

C.3.3 The grow-out fields and field records may require periodic inspection by the Government. Access to the fields and records shall be provided by the Contractor with at least three calendar days advance notice from the Government.

C.3.4 The Contractor may either supply the initial seed needed to establish the acreage required (See Table 2, Section J), or purchase the initial seed from the Government. The Government has seed available for the species and sources required for grow-out.

C.3.5 If the Contractor elects to provide initial seed rather than purchase it from the Government, the seed species and source shall be from the ecoregion designated in the delivery order and certified by the appropriate State Seed Certifying Agency and tracked in the Native Seed Network database. The certification standard for all seed shall be Source Identified, Certified Seed. In addition, the initial seed shall be no more than 2<sup>nd</sup> generation removed from wild collected seed.

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

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

C.3.8 All initial seed lots supplied by the contractor shall be entered into the Native Seed Network database within 30 days of sowing.

- C.3.9 Growers shall enter all seed harvest data into the Native Seed Network database (see Section J, Source Location Registry Application and Certificate of Genetic Provenance Application).
- C.4.0 GOVERNMENT-FURNISHED PROPERTY
- C.4.1 The Government has initial seed available from locations for which production is ordered. The Contractor may purchase from the Government initial seed at \$35.00 per pound. Production expectations of Government-supplied seed will not exceed the Average Yield/Acre stated in Table B.
- C.4.2 The Government will provide by August 15 of the sowing year for fall sowing and March 1 for spring sowing, the following information on all purchased initial seed lots: viability percent, average seeds per pound, purity percent, species, source location and elevation, year of collection, year tested, certification class, testing lab, and Native Seed Network tracking number.
- C.4.3 The Contractor shall determine the quantity of initial seed needed to sow the acreage required to produce the requested number of pounds, based on information provided in Table 2, Section J.
- C.4.4 The quantity of initial seed determined to be needed by the Contractor shall be subject to approval by the Task Order Manager (TOM) based on recommended sowing rates as shown on Table 2, Sec J. Deadline for this information being given to the TOM is August 1 or February 15 of the sowing year.
- C.4.5 The Government will provide and deliver initial seed identified by lot number to the Contractor's site, no later than August 15 or March 1 of the sowing year.
- C.4.6 The Government will provide the initial seed in quantities sufficient to grow the pounds ordered as shown in each delivery order. Table B, Section J contains additional summary information by species which includes the recommended sowing rate, average yield per acre per year, yield ranges by species, and average seed per pound by species. Viability and purity tests will be provided upon request
- C.4.7 If actual pure live seed from seed lab tests exceed  $\pm 5$  percent of values listed in Table A, initial seed purchase cost will be adjusted to reflect the difference.
- C.5.0 TECHNICAL SPECIFICATIONS
- C.5.1 Seed Lot Identification - Each initial seed lot is a separate collection. Seed lot identity shall be maintained throughout all stages of seed sowing, field growing, harvesting, conditioning, bagging and shipping. Seed lot codes, grass species name, year of harvest, and the ordering office shall all be included in the identification.

- C.5.2 Records - The Contractor shall maintain and provide upon request to the Government a current record by dates, listing field cultural practices undertaken for this contract. Such records shall include: sowing date and rate; agronomic practices (water, fertilization, weed control) used; dates of fertilization, fungicide and herbicide treatments, water applications (duration and amount); harvest methods, seed conditioning methods, and problems encountered during the growing, harvest and conditioning of the seed.
- C.5.3 For each delivery order the Contractor shall notify and provide a list of initial seed lots to the TOM that it wishes to purchase from the Government no later than August 15 for fall sowing or February 15 for spring sowing of the sowing year.
- C.5.4 Sowing and Field Management
- C.5.4.1 Consider for sowing purposes initial seed lot viability percent, average seeds per pound, and purity to yield the anticipated amounts ordered by the Government (see Table A and B, Section J).
- C.5.4.2 Identify each field or portion of a field with a field marker using either the seed source code from labels on initial seed lots delivered by the Government, or an identification number referenced to the seed lot code.
- C.5.4.3 Provide the TOM with a field map or drawing showing the location of all ordered initial seed lots within 30 days of sowing.
- C.5.4.4 Initial seed shall be planted on prepared land in distinct rows. Within the previous year the land shall not have been used to grow the same species ordered and in all cases must meet the certification modified land history requirement.
- C.5.4.5 Roguing of objectionable weeds, other crops, and off-type plants difficult to separate in cleaning shall be done before inspection. Failure to rogue may effect certification of the field by the Seed Certifying Agency.
- C.5.4.6 Do not plow lots during the term of the delivery order without prior permission from the Government. Failure to obtain prior permission may effect placement of future delivery orders.
- C.5.4.7 Failure to obtain the average yield per acre as shown by species in Table A, Sec J on any order may effect the Government's decision to place future awards.
- C.5.4.8 The field shall be managed in such conditions so that genetic purity is maintained. Any condition that does not permit adequate inspection to determine genetic purity may be cause for rejection.
- C.5.5 Seedlot Isolation Standards

- C.5.5.1 All lots of the same species shall be separated by 165 feet or more to maintain an acceptable level of genetic purity. Other standard isolation methods allowed under the state certification handbook, such as border removal, may be permitted with written consent of the TOM.
- C.5.6 Harvesting
- C.5.6.1 The State Seed Certifying Agency and TOM shall be notified of the approximate date of harvest so that scheduling of field certification can be arranged.
- C.5.6.2 Seed shall be harvested as conditions allow and placed in storage.
- C.5.6.3 The TOM shall be notified within eight hours if weather conditions do not permit harvesting and delivery as requested.
- C.5.7. Seed Quality Standards
- C.5.7.1 The Contractor shall obtain a seed lot purity, seed viability, all-states noxious weeds, and moisture test by a state certified seed lab on each seed-lot produced each year and arrange for an original seed test report to be provided directly to the TOM by the seed lab. The seed produced shall meet minimum viable seed, purity, and PLS standards as shown by species in Table A Sec J and contain no more than 0.1% all-states noxious weed seed. Seed moisture content shall not exceed 10%. Any seed lots not meeting any of these standards may be rejected. All lots that are certified as all-states noxious weed free will earn an incentive payment. See E.2.5.2
- C.5.7.2 All seed shall be conditioned to meet purity standards, including debearding of awns if necessary.
- C.5.7.3 Drawing seed samples for testing shall follow procedures specified by the state Seed Certifying Agency, and by an authorized agent of that agency. After conditioning, a seed sample of each lot considered for certification must be drawn by a representative of the state Seed Certifying Agency for testing at the state seed testing laboratory.
- C.5.7.4 Any lot showing seed from a species on the all-states noxious weed list in excess of the standard stated in C.5.7.1 must be recleaned before being resampled and the noxious weed seed removed.
- C.5.7.5 Seed must be conditioned, sampled, tagged and stored at a warehouse approved by the state seed certifying agency to handle certified seed.
- C.5.8 Straw - Straw residue shall be bailed into bails that weigh between 35 and 70 pounds each. Each lot's bails shall be kept separate from other lots and delivered to the Government location as designated in the delivery order within 90 days of harvest. Only straw from seed lots grown for the Government will be ordered.

## SECTION D - PACKAGING AND MARKING

### D.1.0 SEED AND STRAW STORAGE

D.1.1 The seed and straw shall not be allowed to become wet after harvest (for seed) or after baling (for straw) and while in storage.

D.1.2 Seed shall be stored in an open building that allows air circulation and is protected from rain.

### D.2.0 PACKING

D.2.1 All processing and bagging of seed shall be completed within 60 days of harvest.

D.2.2 Conditioned grass seed shall be packaged in new sacks meeting specification listed below:

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

Style: Sewn bottom, open mouth

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

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

D.2.3 All bags shall be labeled to meet state seed law labeling requirements. All bags shall be tagged with a state certifying agency's certification tag for Source Identified seed (yellow tag). The label shall contain the name and address of the Contractor, species, weight, seed lot identification (number or watershed), purity, viability, other crop seed, weed seed, name and amount of restricted noxious weed seed, test date, ordering office, contract number and delivery order number. Bags shall be sewn closed.

## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE

(AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to

perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

#### E.1.0 ACCEPTANCE

E.1.1 Acceptance by the TOM of workmanship and individual seed lots will be final, subject to contract clause 52.233-1, Disputes.

E.1.2 Acceptance of work will be determined by the Contractor's compliance with terms, specifications, and workmanship required by this contract as observed by the TOM and determined by an inspection or certification made at the field site, except as provided below. Final acceptance will include compliance with the state certification of seed lots.

E.1.3 The State Seed Certifying Agency will inspect all fields to certify acceptance of proper field management at contractor expense. The certification unit is the entire field.

E.1.4 The Contractor may apply for reinspection on a field that failed to meet the minimum standards. The Contractor must apply and have the cause for rejection corrected before the deadline specified on the inspection report by the Seed Certifying Agency. There will be only one reinspection per field; additional reinspections will be at the discretion of the seed certifying agency. Contractor will pay certification fees for reinspections.

E.1.5 The Government may require reconditioning of seed, purchase the seed at a reduced price, or reject a seed lot for the following reasons:

- a. Unacceptable PLS
- b. Presence of all-states noxious weed seed species in excess of the standard stated in C.5.7.1.
- c. Lack of record keeping, or any condition that does not permit adequate inspection or seed lot tracking, that places in doubt the identification or genetic integrity of the seed lot.
- d. Disregard of isolation standards.
- e. Evidence of disease or insect infestation.
- f. Failure to meet seed testing and labeling standards.
- g. A field is harvested before inspection
- h. Failure to meet the state seed certifying agency requirements.

E.1.6 Notwithstanding inspection and delivery, the Government reserves the right to make final acceptance of seed lots 20 days after delivery is made. Upon receipt of written notice from the TOM that seed delivered does not meet contract standards and

specifications, the Contractor shall within 15 calendar days correct and re-test any seed lots found to be defective.

E.1.7 If the Contractor fails or refuses to correct defective seed lots within 15 calendar days or a longer period if specified by the TOM, the Contractor may be declared in Default. If any correction work is performed by the Government with its own forces, the Contractor shall reimburse the Government for cost of labor, materials, use of plant and equipment, and other expenditures directly assignable to the corrective work, plus the cost for Government inspection. If the corrective work is performed by a Contractor other than the supplier and is paid for by the Government on a lump sum basis, the Contractor under this contract shall reimburse the Government the lump sum amount paid, plus the cost for Government inspection.

E.1.8 Baled straw will be inspected for acceptance upon delivery to the Government location as designated in the delivery order. Rejection or purchase at a reduced price may result due to the following reasons:

- a. Bale weight exceeds 70 lbs.
- b. Bales break open upon handling and can not be stacked.
- c. Wet or moldy bales.

#### E.2.0 MEASUREMENT AND PAYMENT

E.2.1 The Government agrees to purchase all ordered seed and all overages up to 10%, that is produced and accepted at the price and conditions stated. The Government retains right of first refusal for any additional amount of seed produced.

E.2.2 The Government will notify the Contractor at least 30 calendar days prior to harvest whether it intends to purchase straw produced from any seed lot.

E.2.3 The Contractor shall submit invoices for seed and straw delivered in accordance with paragraph E.2.5. below. Payment will then be made by the Government as provided by this section.

E.2.4 Measurement for payment of seed and straw production will be made on the number of pounds of acceptable seed and acceptable bales of straw in accordance with C.5.0. Payments for seed and seed and straw delivery will be made for the actual quantity delivered up to the quantities shown in the delivery order. With each invoice, provide sufficient documentation to verify miles traveled and quantities of seed and straw delivered to each delivery point. The amount of seed and number of bales will be paid based on the total number of pounds of seed and bales of straw at time of departure from the Contractor's origination point. Mileage will be paid based on distance from the origination point and furthest delivery point for each delivery. See paragraph E.3.0 for payment for additional seed.

E.2.5 Payment

- E.2.5.1 Seed lots that Produce Little or No Seed the First Year - Where yield of uncleaned seed is less than 50 lbs per acre (as shown in Exhibit A, Section J), the TOM will initiate payment in the amount of \$1000 per acre under cultivation, less one-half the deduction of seed purchased by the Contractor from the Government. The \$1000 per acre constitutes a partial payment based upon substantial work completed to establish the field.
- E.2.5.2 When all seed has been delivered to, and accepted by the Government, the Government will initiate payment in the amount of the bid price per pound times the number of pounds of seed delivered as listed in the delivery order, less any previous payments and less the deduction of seed purchased by the Contractor from the Government. All lots that are certified as all-states noxious weed free will earn an incentive payment in the amount of \$1.00 per pound.
- E.2.5.3 If the payment for the total acceptable seed is less than the combined payments, then the Contractor shall reimburse the Government for the overpayment.
- E.2.5.4 The Government reserves the right to purchase all seed not meeting specifications at a reduced price of the PLS amount times the bid price. The Government will either agree to purchase the seed or relinquish ownership after receiving purity, moisture and viability test information. If the seed is not purchased by the Government, the Contractor shall reimburse the Government for any partial payment made on the seed.
- E.2.5.5 When all seed has been delivered and accepted by the Government, the TOM will initiate payment in the amount of the following up to the quantity listed in the delivery order, less any previous payments or deductions:
- Item AY1: 100 percent of the delivery costs per mile times the number of miles.  
Item AY2: 100 percent of the delivery price per pound times the number of pounds.
- E.2.5.6 When all straw has been delivered and accepted by the Government, the TOM will initiate payment in the amount of the following up to the quantity listed in the delivery order, less any previous payments or deductions:
- Item AZ1: 100 percent of the bid price per bale times the number of bales of straw delivered.  
Item AZ2: 100 percent of the delivery costs per mile times the number of miles.  
Item AZ3: 100 percent of the delivery price per bale times the number of bales.
- E.2.6 Submission of Invoices - In accordance with the provisions of clause E.2.0 Measurement and Payment, the Contractor shall submit an invoice directly to the TOM. Invoices for mileage shall be submitted to the TOM at the farthest delivery point for each delivery. Invoices shall be prepared and submitted for partial and/or final payments.
- E.3.0 OPTION TO PURCHASE ADDITIONAL SEED AND STRAW

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

## SECTION F - DELIVERIES AND PERFORMANCE

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(I) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

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

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

(b) The permissible variation shall be limited to:

15 percent increase  
15 percent decrease

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

### F.1.0 DELIVERY

F.1.1 Delivery shall be Free on Board (F.O.B.) destination to the Government location as designated in the delivery order. The truck shall be unloaded by Government personnel.

F.1.2 The Contractor shall prepare and provide to the TOM a shipping ticket when seed or straw is delivered. The shipping ticket shall contain the name, address and phone number of the contractor and the consignee at the delivery point, contract number, shipping date, seed lot number(s), number of bags or bales per lot, pounds of seed per bag per lot, and total pounds of seed and bales of straw per lot.

F.1.3 The Contractor shall be responsible for all seed and straw produced for the Government and any and all damage occurring in transit until delivered to the Government.

F.1.4 Provide at least 2 working days notice prior to delivery of seed and straw.

### F.2.0 PERFORMANCE TIME

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

07/15 or 02/01 of the sowing year - The Government will place a task order for the species and quantities of native grass seed ordered.

07/15 - The Government will notify the Contractor of any acreage and lots no longer need for seed production.

08/01 or 02/15 of the sowing year - The Contractor shall provide a list of initial seed lots from the delivery order that it wishes to purchase from the Government.

08/01 or 02/15 of the sowing year - The Contractor shall determine the amount of initial seed needed for sowing and notify the Government.

8/15 or 03/01 of the sowing year - The Government will deliver all initial seed by lot number to the Contractor's site and provide the following information on all purchased initial seed lots: viability percent, average seeds per pound, purity percent, species, seed location and elevation, year of collection, year tested, certification class, and testing lab.

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

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

Within 90 days of harvest - The Contractor shall process, bag and deliver all seed and straw to the Government locations as designated in the delivery order.

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

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 RESPONSIBILITIES OF AUTHORIZED REPRESENTATIVE

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 PROSECUTION OF WORK

The capacity of the Contractor's plant, method of operation and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the 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 projects will be completed.

### H.2.0 SUBCONTRACTS

H.2.1 If the Contractor desires to subcontract 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.

H.2.2 The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

SECTION I - NEGOTIATED SUPPLY CONTRACT CLAUSES:

\* Asterisked clauses are included in full text.

52.202-1*	Definitions	(OCT 1995)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.211-5	Material Requirements	(AUG 2000)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-7	Notice of Partial Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans	

	and Veterans of the Vietnam Era	(JAN 1999)
52.223-2	Clean Air and Water (Applicable if contract exceeds \$100,000.)	(APR 1984)
52.223-6	Drug-Free Workplace	(JAN 1997)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000)	(OCT 1996)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(MAY 1997)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(JUN 1997)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest After Award	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1*	Changes - Fixed-Price	(AUG 1987)
52.244-6	Subcontracts for Commercial Items and Commercial Components	(OCT 1998)
52.248-1	Value Engineering	(FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price)	(AUG 1996)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

## SECTION I - CONTRACT CLAUSES

### 52.202-1 DEFINITIONS

(OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

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(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

### 52.216-18 ORDERING (OCT 1995)

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

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

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

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 per item 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 B, Schedule of Items);
- (2) Any order for a combination of items in excess of (See Section B, Schedule of Items);
- (3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 right 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 five years following contract award.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

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

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

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(I) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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(5)(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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#### (b) Contract Financing Payments

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day

after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

#### 52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money

exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is

applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.243-1 CHANGES - FIXED-PRICE

(AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

(APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

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 a clause may be accessed electronically at this address:  
[www.arnet.gov/far](http://www.arnet.gov/far)

## SECTION J - LIST OF ATTACHMENTS

Table 1 - Seed Lot Data Sheet

Table 2 - Grass Species Information Table

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

Sample Delivery Order

Sample Spreadsheet of Data Fields to Enter into the Native Seed Network Database

Source Location Registry Application, 4 pages

Certificate of Genetic Provenance (CGP) Application, 4 pages

**TABLE A**  
**Seed Lot Data Sheet**

**WEST OF THE CASCADES RESTRICTED GROW-OUT LOTS**  
**Annual Grasses      One Year Crops**

Item	Species	Recommended Sowing Season	Minimum Seed Lot Standards			Maximum Seed Moisture
			Viability	Purity	Min PLS	
A	Small Fescue ( <i>Vulpia microstachys</i> )	Fall	.80	.95	76%	10%

**Perennial Grasses   Two Year Crops**

Item	Species	Recommended Sowing Season	Minimum Seed Lot Standards			Maximum Seed Moisture
			Viability	Purity	Min PLS	
B	California Brome ( <i>Bromus carinatus</i> )	Fall	.80	.90	72%	10%
C	Columbia Brome ( <i>Bromus vulgaris</i> )	Fall	.80	.90	72%	10%
D	Slender Hairgrass ( <i>Deschampsia elongata</i> )	Fall	.80	.95	76%	10%
E	Woodland Brome ( <i>Bromus laevipes</i> )	Fall	.80	.90	72%	10%

**Perennial Grasses - Multiple Year Crops**

Item	Species	Recommended Sowing Season	Minimum Seed Lot Standards			Maximum Seed Moisture
			Viability	Purity	Min PLS	
F	Bluebunch Wheatgrass ( <i>Pseudoroegneria spicata</i> )	Fall	.80	.90	72%	10%
G	Blue Wildrye ( <i>Elymus glaucus</i> )	Fall	.80	.95	76%	10%
H	California Fescue ( <i>Festuca californica</i> )	Spring/ Fall	.80	.95	76%	10%
I	California Oatgrass ( <i>Danthonia californica</i> )	Spring/ Fall	.80	.85	76%	10%
J	Fowl Mannagrass ( <i>Glyceria elata</i> )	Fall	.80	.95	76%	10%
K	Harford's Melic ( <i>Melica harfordi</i> )	Fall	.80	.95	76%	10%
L	Idaho Fescue ( <i>Festuca idahoensis</i> ) (renamed Romer's Fescue ( <i>Festuca romeri</i> ))	Fall	.80	.95	76%	10%
M	June Grass ( <i>Koeleria macrantha</i> )	Spring/ Fall	.80	.95	76%	10%
N	Lemmon's Needlegrass ( <i>Achnatherum lemmonii</i> )	Fall	.50	.95	47.5%	10%
O	Meadow Barley ( <i>Hordeum brachyantherum</i> )	Fall	.80	.90	72%	10%

P	Pine Bluegrass ( <i>Poa secunda</i> )	Fall	.70	.90	63%	10%
Q	Squirrel Tail ( <i>Elymus elymoides</i> )	Fall	.80	.90	72%	10%
R	Tufted Hairgrass ( <i>Deschampsia cespitosa</i> )	Fall	.80	.90	72%	10%
S	Western Fescue ( <i>Festuca occidentalis</i> )	Fall	.70	.95	66.5%	10%

**EAST OF THE CASCADES RESTRICTED GROW-OUT LOTS**  
**Perennial Grasses - Multiple Year Crops**

Item	Species	Recommended Sowing Season	Minimum Seed Lot Standards			Maximum Seed Moisture
			Viability	Purity	Min PLS	
T	Big Bluegrass ( <i>Poa ampla</i> )	Fall	.70	.90	63%	10%
U	Bluebunch Wheatgrass ( <i>Pseudoroegneria spicata</i> )	Fall	.80	.90	72%	10%
V	Blue Wildrye ( <i>Elymus glaucus</i> )	Fall	.80	.95	76%	10%
W	California Oatgrass ( <i>Danthonia californica</i> )	Spring/ Fall	.80	.85	76%	10%
X	Cusick's Bluegrass ( <i>Poa cusickii</i> )	Fall	.75	.95	63%	10%
Y	Great Basin Wildrye ( <i>Leymus cinereus</i> )	Fall	.80	.95	76%	10%
Z	Idaho Fescue ( <i>Festuca idahoensis</i> )	Fall	.80	.95	76%	10%
AA	Indian Ricegrass ( <i>Oryzopsis hymenoides</i> )	Fall	.80	.85	76%	10%
AB	June Grass ( <i>Koeleria macrantha</i> )	Spring/ Fall	.80	.95	76%	10%
AC	Needle and Thread Grass ( <i>Hesperostipa comata</i> )	Fall	.50	.90	45%	10%
AD	Sandberg's Bluegrass ( <i>Poa secunda</i> )	Fall	.75	.95	63%	10%
AE	Slender Wheatgrass ( <i>Elymus trachycaulus</i> )	Fall	.80	.90	72%	10%
AF	Squirrel Tail ( <i>Elymus elymoides</i> )	Fall	.80	.90	72%	10%
AG	Thickspike Wheatgrass ( <i>Elymus lanceolatus</i> )	Fall	.80	.90	72%	10%
AH	Thurber's Needlegrass ( <i>Achnatherum thurberiana</i> )	Fall	.50	.90	45%	10%
AI	Western Needlegrass ( <i>Achnatherum occidentale</i> )	Fall	.50	.90	45%	10%
AJ	Western Wheatgrass ( <i>Pascopyrum smithii</i> )	Fall	.80	.95	72%	10%

**TABLE B  
GRASS SPECIES INFORMATION TABLE  
WEST OF THE CASCADES RESTRICTED GROW-OUT LOTS**

**Annual Grasses      One Year Crops**

Item	<u>Species</u>	<u>Recommended Sowing Rate (PLS lbs/ac )</u>	<u>Year</u>	<u>Average Yield /Acre</u>	<u>Yield Range Pounds/Acre (lbs)</u>	<u>Average Seeds/ Pound</u>
A	Small Fescue ( <i>Vulpia microstachys</i> )	2- 4 lbs/ac	1 <sup>st</sup>	732 lbs	536 to 975	825,000

**Perennial Grasses Two Year Crops**

Item	<u>Species</u>	<u>Recommended Sowing Rate (PLS lbs/ac )</u>	<u>Year</u>	<u>Average Yield /Acre</u>	<u>Yield Range Pounds/Acre (lbs)</u>	<u>Average Seeds/ Pound</u>
B	California brome ( <i>Bromus carinatus</i> )	12 - 16 lbs/ac	1 <sup>st</sup>	965 lbs	68 to 1827 lbs	70,000
			2 <sup>nd</sup>	756 lbs	169 to 1638 lbs	
C	Columbia brome ( <i>Bromus vulgaris</i> )	9 - 12 lbs/ac	1 <sup>st</sup>	800 lbs	139 to 1149 lbs	100,000
			2 <sup>nd</sup>	533 lbs	167 to 1082 lbs	
D	Slender hairgrass ( <i>Deschampsia elongata</i> )	2-4 lbs/ac	1 <sup>st</sup>	699 lbs	742 to 1003 lbs	1,350,000
			2 <sup>nd</sup>	448 lbs	125 to 720 lbs	
E	Woodland brome ( <i>Bromus laevipes</i> )	9 - 12 lbs/ac	1 <sup>st</sup>	800 lbs	139 to 1149 lbs	100,000
			2 <sup>nd</sup>	533 lbs	167 to 1082 lbs	

**Perennial Grasses - Multiple Year Crops**

Item	Species	Recommended Sowing Rate (PLS lbs/ac )	Year	Average Yield /Acre	Yield Range Pounds/Acre (lbs)	Average Seeds/ Pound
F	Bluebunch wheatgrass ( <i>Pseudoroegneria spicata</i> )	8 - 12 lbs/ac	1 <sup>st</sup>	194 lbs	52 to 399 lbs	140,000
			Subs Yrs	285 lbs	96 to 624 lbs	
G	Blue wildrye ( <i>Elymus glaucus</i> )	9 -12 lbs/ac	1 <sup>st</sup>	532 lbs	40 to 1135 lbs	110,000
			Subs Yrs	503 lbs	95 to 964 lbs	
H	California fescue ( <i>Festuca californica</i> )	9 - 12 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 0 lbs	150,000
			Subs Yrs	319 lbs	27 to 470 lbs	
I	California oatgrass ( <i>Danthonia californica</i> )	9 - 12lbs/ac	1 <sup>st</sup>	24 lbs	14 to 42 lbs	125,000
			Subs Yrs	246 lbs	140 to 370 lbs	
J	Fowl Mannagrass ( <i>Glyceria elata</i> )	4-6 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 20 lbs	180,000
			Subs Yrs	75 lbs	50 to 100 lbs	
K	Harford's melic ( <i>Melica harfordi</i> )	8 - 12 lbs/ac	1 <sup>st</sup>	360 lbs	189 to 531 lbs	140,000
			Subs Yrs	464 lbs	88 to 765 lbs	
L	Idaho Fescue ( <i>Festuca idahoensis</i> ) (renamed Romer's Fescue ( <i>Festuca romeri</i> ))	4-6 lbs/ac	1 <sup>st</sup>	66 lbs	0 to 285 lbs	450,000
			Subs Yrs	449 lbs	69 to 782 lbs	
M	Junegrass ( <i>Koeleria macrantha</i> )	1-2 lbs/ac	1 <sup>st</sup>	8 lbs	0 to 21 lbs	2,315,000
			Subs Yrs	607 lbs	145 to 1070 lbs	
N	Lemmon's needlegrass ( <i>Achnatherum lemmonii</i> )	8 - 12 lbs/ac	1 <sup>st</sup>	182 lbs	119 to 257 lbs	150,000
			Subs Yrs	784 lbs	507 to 1013 lbs	
O	Meadow barley ( <i>Hordeum Brachyantherum</i> )	12 - 16 lbs/ac	1 <sup>st</sup>	351 lbs	147 to 599 lbs	85,000
			Subs Yrs	366 lbs	111 to 499 lbs	
P	Pine bluegrass ( <i>Poa secunda</i> )	3 - 6 lbs/ac	1 <sup>st</sup>	239 lbs	0 to 536 lbs	1,314,000
			2 <sup>nd</sup>	498 lbs	171 to 904 lbs	
Q	Squirrel tail ( <i>Elymus elymoides</i> )	6-8 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 50 lbs	110,000
			Subs Yrs	125 lbs	100 to 350 lbs	
R	Tufted hairgrass ( <i>Deschampsia cespitosa</i> )	1-2 lbs/ac	1 <sup>st</sup>	109 lbs	0 to 186 lbs	2,500,000
			Subs Yrs	529 lbs	55 to 966 lbs	
S	Western fescue ( <i>Festuca occidentalis</i> )	5 - 8 lbs/ac	1 <sup>st</sup>	173 lbs	25 to 503 lbs	200,000
			Subs Yrs	176 lbs	53 to 318 lbs	

**EAST OF THE CASCADES RESTRICTED GROW-OUT LOTS**  
**Perennial Grasses - Multiple Year Crops**

Item	Species	Recommended Sowing Rate (PLS lbs/ac )	Year	Average Yield /Acre	Yield Range Pounds/Acre (lbs)	Average Seeds/ Pound
T	Big Bluegrass ( <i>Poa ampla</i> )	0.5 - 0.8 lbs/ac	1 <sup>st</sup>	125 lbs	0 to 536 lbs	1,314,000
			Subs Yrs	550 lbs	350 to 900 lbs	
U	Bluebunch wheatgrass ( <i>Pseudoroegneria spicata</i> )	3 - 4 lbs/ac	1 <sup>st</sup>	194 lbs	52 to 399 lbs	140,000
			Subs Yrs	285 lbs	80 to 624 lbs	
V	Blue wildrye ( <i>Elymus glaucus</i> )	6 - 8 lbs/ac	1 <sup>st</sup>	532 lbs	40 to 1135 lbs	110,000
			Subs Yrs	503 lbs	95 to 964 lbs	
W	California oatgrass ( <i>Danthonia californica</i> )	9 - 12lbs/ac	1 <sup>st</sup>	24 lbs	14 to 42 lbs	125,000
			Subs Yrs	246 lbs	140 to 370 lbs	
X	Cusick's Bluegrass( <i>Poa cusickii</i> )	0.5 - 0.8 lbs/ac	1 <sup>st</sup>	125 lbs	0 to 536 lbs	1,314,000
			Subs Yrs	550 lbs	350 to 900 lbs	
Y	Great Basin wildrye ( <i>Leymus cinereus</i> )	3 - 5 lbs/ac	1 <sup>st</sup>	27 lbs	0 to 48 lbs	130,00
			Subs Yrs	160 lbs	121 to 350 lbs	
Z	Idaho fescue ( <i>Festuca idahoensis</i> )	4 - 6 lbs/ac	1 <sup>st</sup>	66 lbs	0 to 285 lbs	450,000
			Subs Yrs	449 lbs	69 to 782 lbs	
AA	Indian ricegrass ( <i>Oryzopsis hymenoides</i> )	3 - 5 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 50 lbs	141,000
			Subs Yrs	215 lbs	100 to 200 lbs	
AB	Junegrass ( <i>Koeleria macrantha</i> )	1-2 lbs/ac	1 <sup>st</sup>	8 lbs	0 to 21 lbs	2,315,000
			Subs Yrs	607 lbs	145 to 1070 lbs	
AC	Needle and thread grass ( <i>Hesperostipa comata</i> )	4 - 8 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 50 lbs	115,000
			Subs Yrs	150 lbs	100 to 200 lbs	
AD	Sandberg'sBbluegrass ( <i>Poa secunda</i> )	0.5 - 0.8 lbs/ac	1 <sup>st</sup>	125 lbs	0 to 536 lbs	1,314,000
			Subs Yrs	550 lbs	350 to 900 lbs	
AE	Slender Wheatgrass ( <i>Elymus trachycaulus</i> )	3 - 5 lbs/ac	1 <sup>st</sup>	50 lbs	0 to 100 lbs	130,000
			Subs Yrs	350 lbs	250 to 500 lbs	
AF	Squirrel tail ( <i>Elymus elymoides</i> )	2 -3 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 50 lbs	110,000
			Subs Yrs	125 lbs	100 to 150 lbs	
AG	Thickspike Wheatgrass ( <i>Elymus lanceolatus</i> )	3 - 5 lbs/ac	1 <sup>st</sup>	50 lbs	0 to 50 lbs	130,000
			Subs Yrs	250 lbs	100 to 350 lbs	
AH	Thurber's needlegress ( <i>Achnatherum thurberiana</i> )	2 -3 lbs/ac	1 <sup>st</sup>	0 lbs	0 to 50 lbs	225,000
			Subs Yrs	150 lbs	100 - 250 lbs	

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AI	Western needlegrass ( <i>Achnatherum occidentale</i> )	2 -3 lbs/ac	1 <sup>st</sup>	103 lbs	48 to 296 lbs	275,00
			Subs Yrs	189 lbs	72 to 497 lbs	
AJ	Western wheatgrass ( <i>Pascopyrum smithii</i> )	3 - 5 lbs/ac	1 <sup>st</sup>	50 lbs	0 -100 lbs	110,000
			Subs Yrs	500 lbs	350 - 600 lbs	

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

EXHIBIT A

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

Specific Breeding Units

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

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

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

**SAMPLE DELIVERY ORDER**

To: Contractor  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Contract No: \_\_\_\_\_

Requesting Office: \_\_\_\_\_  
 Task Order No: \_\_\_\_\_  
 Task Order Date: \_\_\_\_\_

**WEST OF THE CASCADES RESTRICTED GROW-OUT LOTS**

<u>Item No.</u>	<u>Species</u>	<u>Eco region Zone</u>	<u>Deliver to:</u>	<u>Acre Range</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1A	Small Fescue ( <i>Vulpia microstachys</i> )							
1A1	Establishment Year	4f	Roseburg	1 to 2 AC	500	LB	\$ _____	\$ _____
2B	California Brome ( <i>Bromus carinatus</i> )							
2B1	Establishment Year	78b	Medford	5.1 plus AC	4,000	LB	\$ _____	\$ _____
2B2	Subsequent Year	78b	Medford	5.1 plus AC	3,000	LB	\$ _____	\$ _____
3D	Slender Hairgrass ( <i>Deschampsia elongata</i> )							
3D1	Establishment Year	4a	Eugene	2.1 to 5 AC	3,000	LB	\$ _____	\$ _____
3D2	Subsequent Year	4a	Eugene	2.1 to 5 AC	2,000	LB	\$ _____	\$ _____

Revised, Amendment No. 2

<u>Item No.</u>	<u>Species</u>	<u>Eco region Zone</u>	<u>Deliver to:</u>	<u>Acre Range</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
4P	Pine bluegrass ( <i>Poa secunda</i> )							
4P1	Establishment Year	78e	Medford	5.1 plus AC	4,800	LB	\$ _____	\$ _____
4P2	Subsequent Year	78e	Medford	5.1 plus AC	10,000	LB	\$ _____	\$ _____
5C	Columbia brome ( <i>Bromus vulgaris</i> )							
5C1	Establishment Year	78e	Medford	1 to 2 AC	550	LB	\$ _____	\$ _____
5C2	Subsequent Year	78e	Medford	1 to 2 AC	800	LB	\$ _____	\$ _____
6G	Blue Wildrye ( <i>Elymus glaucus</i> )							
6H1	Establishment Year	1b	Coos Bay	5.1 plus AC	3,000	LB	\$ _____	\$ _____
6G2	Subsequent Year - One	1b	Coos Bay	5.1 plus AC	3,000	LB	\$ _____	\$ _____
6G3	Subsequent Year - Two	1b	Coos Bay	5.1 plus AC	3,000	LB	\$ _____	\$ _____
7G	Blue Wildrye ( <i>Elymus glaucus</i> )							
7G1	Establishment Year	78c	Roseburg	2.1 to 5 AC	2,000	LB	\$ _____	\$ _____
7G2	Subsequent Year	78c	Roseburg	2.1 to 5 AC	2,000	LB	\$ _____	\$ _____

Revised, Amendment No. 2

<u>Item No.</u>	<u>Species</u>	<u>Eco region Zone</u>	<u>Deliver to:</u>	<u>Acre Range</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
8F	Bluebunch Wheatgrass ( <i>Pseudoroegneria spicata</i> )							
8F1	Establishment Year	78b	Medford	5.1 plus AC	6,000	LB	\$ _____	\$ _____
8F2	Subsequent Year	78b	Medford	5.1 plus AC	8,500	LB	\$ _____	\$ _____
9R	Tufted Hairgrass ( <i>Deschampsia cespitosa</i> )							
9R1	Establishment Year	3b	Eugene	1 to 2 AC	200	LB	\$ _____	\$ _____
9R2	Subsequent Year	3b	Eugene	1 to 2 AC	1,050	LB	\$ _____	\$ _____
10AY	Seed Delivery							
10AY1	Delivery (Round Trip - Unloaded)				350	MI	\$ _____	\$ _____
10AY2	Delivered Weight				57,400	LB	\$ _____	\$ _____
11AZ	Straw Baling and Delivery							
11AZ1	Baling				400	BA	\$ _____	\$ _____
11AZ2	Delivery (Round Trip - Unloaded)				350	MI	\$ _____	\$ _____
11AZ3	Delivered Bales				400	BA	\$ _____	\$ _____
							TOTAL	\$ _____

PERFORMANCE TIME: See Section F  
 ESTIMATED START WORK DATE: July 15, 2002

\*\*\*\*\*  
 Accounting and Appropriation Data: OR115-5900-HD-MQ68-252Z  
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\_\_\_\_\_  
 Name of Ordering Officer

\_\_\_\_\_  
 Name of Ordering Officer      Date

**Native Plant Network**  
Sample Data Spreadsheets

**Initial Seed Lots Data Entry Fields**

**Harvest Data Entry Fields**

**Field Data**

**Seed Lot Data**

Lot ID Number	Field Location	Date of Sow	Acres Sown	Date of Harvest	Generation	Length of Stand	Viability	Purity	PLS	Seed Moisture
100001		10.10.01	5.2	07.05.02	G2	1	.80	.95	76%	10%
100541		10.15.01	3.0	07.05.02	G3	1	.50	.90	45%	10%