

ORDER FOR SUPPLIES OR SERVICES

Form Approved  
OMB No. 0704-0187  
Expires Jul 31, 1989

1. CONTRACT/PURCH ORDER NO. 0018040307		2. DELIVERY ORDER NO.		3. DATE OF ORDER 88 SEP 19		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. CERTIFIED NATIONAL DEFENSE UNDER DMS REG DO	
6. ORDERED BY CONTRACTING DIVISION P O BOX 8368 MCB LEJEUNE NC 28542-8368 MILYN WIALEY BRANCH 5 919 451-3094				7. ADMINISTERED BY CONTRACTING DIVISION P O BOX 8368 MCB CAMP LEJEUNE NC 28542-8368				8. DELIVERY <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER see schedule if other	
9. CONTRACTOR code 00FD725 FISH & WILDLIFE ASSOCIATES P O BOX 241 WHITTIER NC 28789		Facility Code 704-497-7253		10. DELIVER TO FOB POINT BY: 88 NOV 26		11. Check if business is <input checked="" type="checkbox"/> small <input type="checkbox"/> small/dis. <input type="checkbox"/> woman-owned			
12. DISCOUNT TERMS NET 30 DAYS		13. MAIL INVOICES TO: SEE SECTION G-3		15. PAYMENT WILL BE MADE BY: code MSAAWD BASE DISBURSING OFFICER ***MAIL INVOICES TO ADDRESS SHOWN IN SECTION G-3 28542		14. MARK ALL PACKAGES A PAPER WITH CONTRACT ORDER NUMBER			
16. SHIP TO: MAINTENANCE SERVICE AGREEMENT FOR: MSAAWD 88M0307 28542		code MSAAWD							

Y This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.

RCH X Reference your 88TF295 furnish the following on terms specified herein.

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED
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If this box is marked, supplier must sign acceptance and return the following number of copies: 2

ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

SECTION G-1

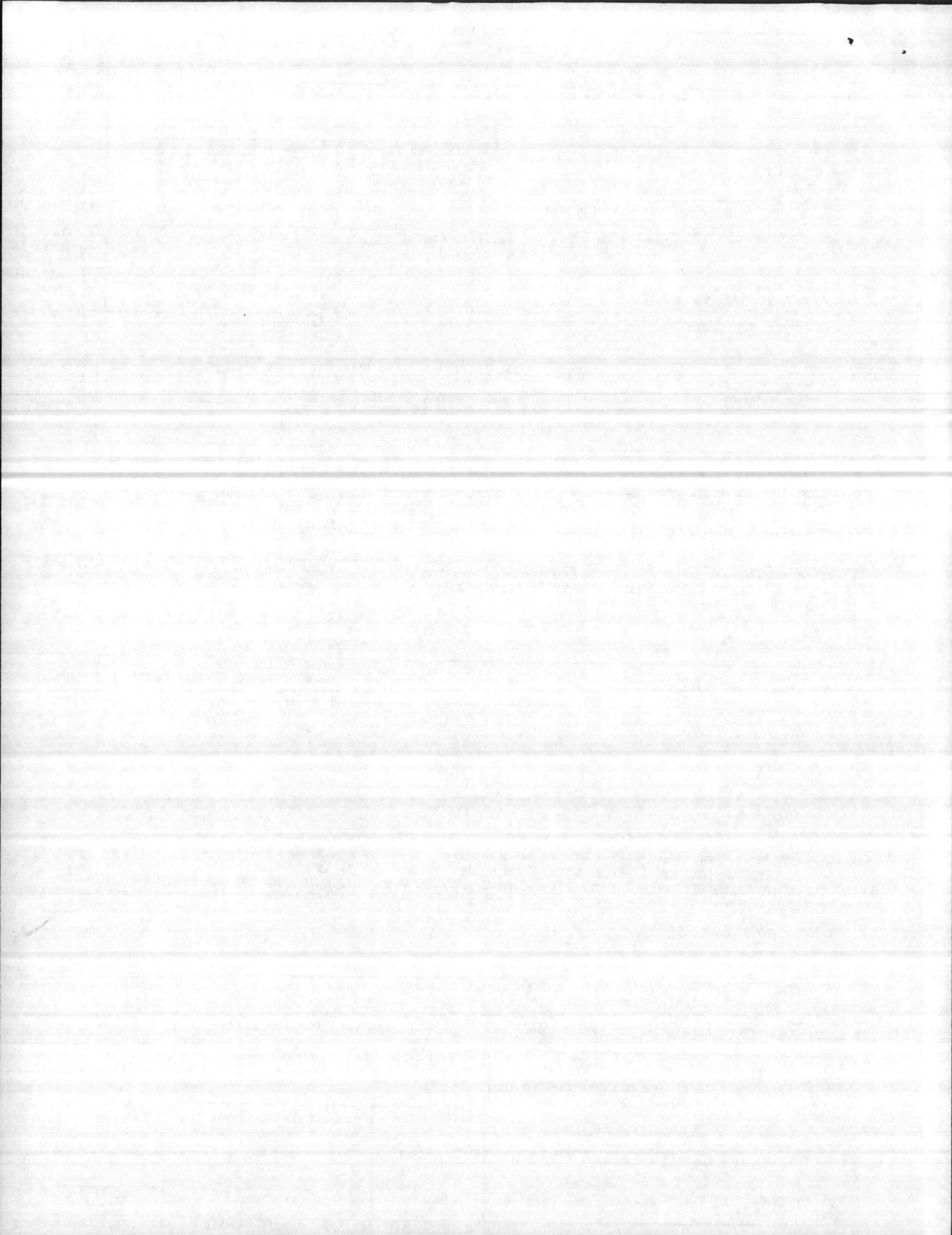
NO	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
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\*\*\*\*\* THIS CONFIRMS ORDER PLACED WITH JOHN BOAZE ON 88 SEP 19 \*\*\*\*\*

DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT \*\*\*\*\*

SEE ATTACHED SCHEDULE(S)  
ITEMS: 1

QUANTITY ACCEPTED BY THE GOVERNMENT IS AS QUANTITY ORDERED, INDICATE BY X. DIFFERENT, ENTER ACTUAL QUANTITY ORDERED BELOW QUANTITY ORDERED & ENCIRCLE		24. UNITED STATES OF AMERICA BY: <i>Ken Silence</i> KEN SILENCE CONTRACTING/ORDERING OFFICER		25. TOTAL 2450	
QUANTITY IN COLUMN 20 HAS BEEN: INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO.		29. DIFFERENCES	
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP.		28. D.O. VOUCHER NO.		30. INITIALS	
I CERTIFY THIS ACCOUNT CORRECT & PROPER FOR PAYMENT		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMT VERIFIED CORRECT	
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER		32. PAID BY		34. CHECK NUMBER	
REC'D		39. DATE REC'D		35. BILL OF LADING NO.	
38. REC'D BY		40. TOTAL CONT.		42. S/R. VOUCHER NO.	
		41. S/R. ACCOUNT NUMBER			



ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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## SECTION B

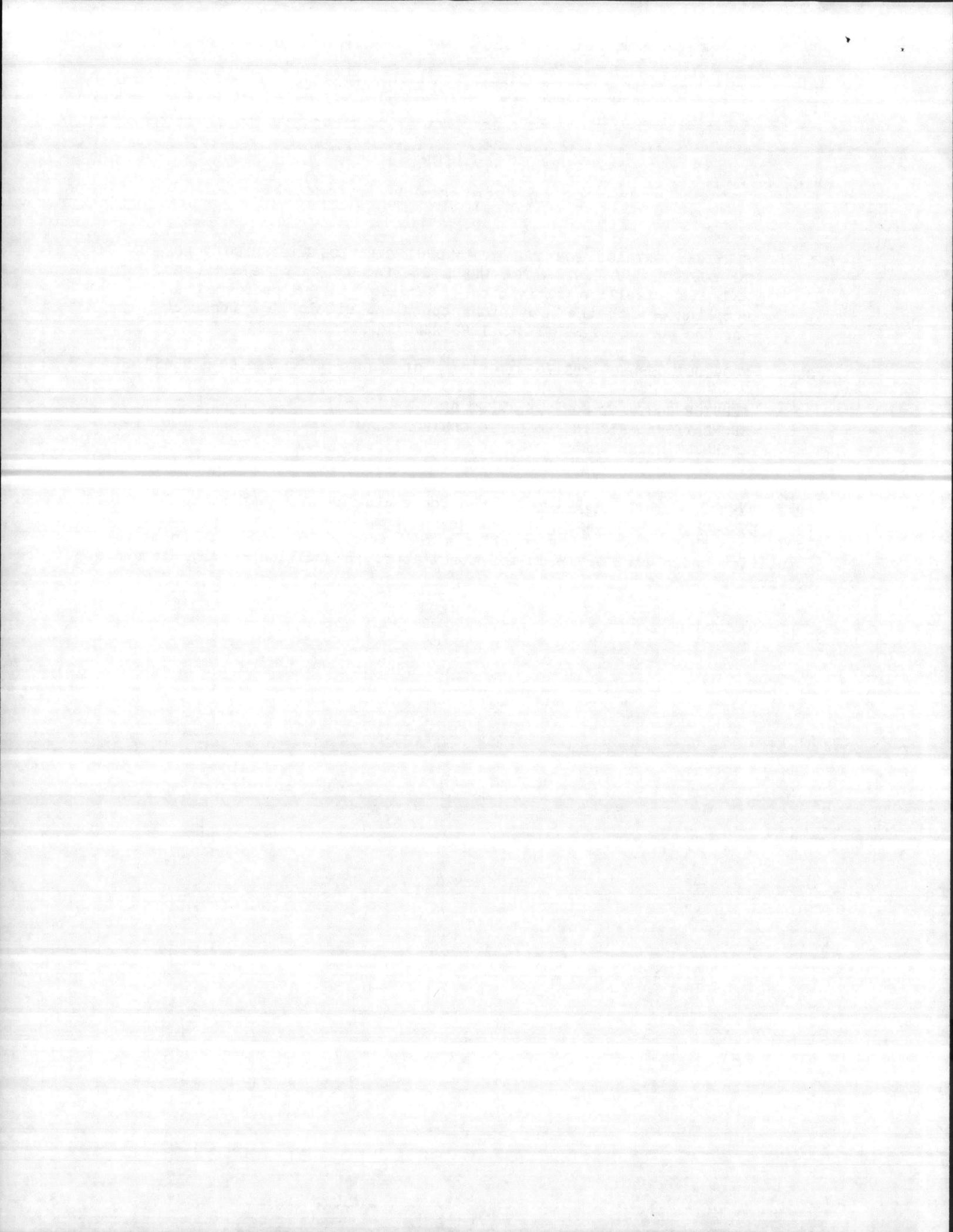
## SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SERVICE CONTRACT FOR TREATMENT OF RECREATIONAL FISHING PONDS TO CONTROL EMERGENT WATER WEEDS located at Camp Lejeune, NC and its satellite activities. Services to be performed in compliance with the provisions contained within this Contract for the period 19 SEPTEMBER 1988 THRU 26 NOVEMBER 1988.

0001	F099CONTWDSPOND M9317082170627	01	JB	2,450.00	2,450.00
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SERVICE CONTRACT FOR TREATMENT OF RECREATIONAL FISHING PONDS TO CONTROL EMERGENT WATER WEEDS

MOST FAVORED CUSTOMER ASSURANCE: The Contractor agrees that the prices for the supplies or services furnished under this contract are as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.



SECTION C  
DESCRIPTION/SPECS./WORK STATEMENTS

## SECTION C-1

## GENERAL

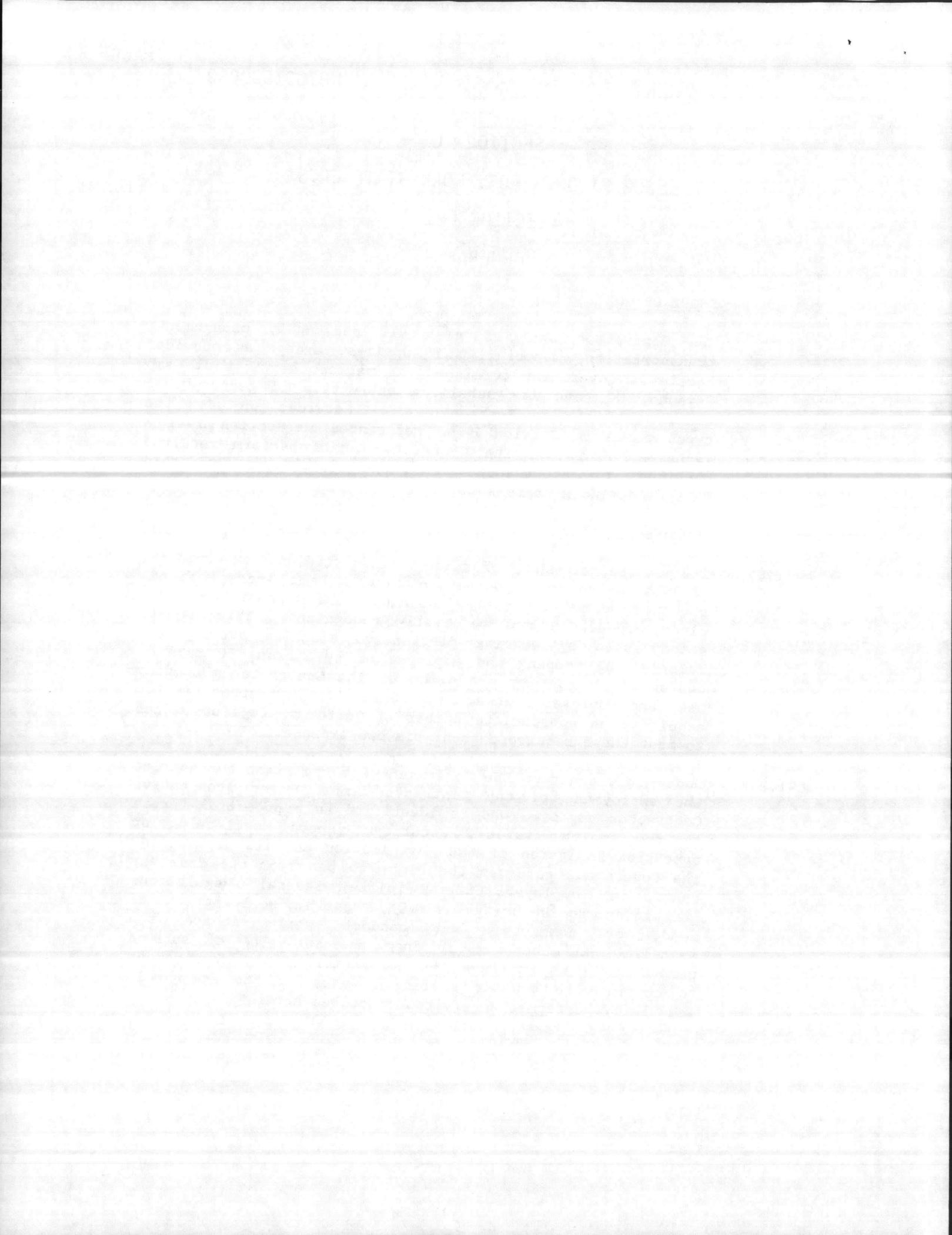
C-1.1 SCOPE OF WORK.

The Contractor shall furnish all personnel, management, transportation, material, and supplies, except as provided herein as government furnished, to perform services at Camp Lejeune, NC, and its satellite activities in geographical areas specified in Section C-1.7. Services includes the types shown in Section B or referenced in Section J as a Technical Exhibit. The Contractor shall perform required services in accordance with the provisions of this Performance Work Statement.

C-1.2 EMPLOYEES.

C-1.2.1 The Contractor shall furnish well-qualified, supervisory, administrative, and journeyman personnel to accomplish all required work. Contractor personnel shall present a neat, clean appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company and employee or by wearing ID tags or badges which contain a minimum of the Contractor's company name and employee's name. The Contractor is responsible for acquiring an appropriate number of uniforms, tags or badges to meet these requirements at his own expense.

C-1.2.2 Under this contract the Government has the right to restrict the employment of any Contractor employee or prospective Contractor employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. The Government reserves the right to bar from the Base any contractor employees who violate Federal Regulations pertaining to security, safety, health, solicitation of funds or commerce, and conduct while aboard the installation. The removal from the job site of such a person shall not relieve the Contractor of the requirement to continue to provide sufficient personnel to adequately and timely perform the services described herein.



C-1.2.3

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the Contractor employ any person who is an employee of the Department of Defense, either military or civilian; also, no alien shall be employed who does not have a valid U.S. Immigration Alien Registration Card.

C-1.3

SECURITY REQUIREMENTS.

C-1.3.1

IDENTIFICATION OF CONTRACTOR'S VEHICLES AND REQUIREMENTS FOR CONTRACTOR'S EMPLOYEES' VEHICLES.

Each vehicle to be used in the performance of this contract by the Contractor shall show the Contractor's name so that it is clearly visible and shall at all times display a valid state license plate and safety inspection sticker. Contractor's employees privately-owned vehicles brought aboard base shall at all times display a valid state license plate and safety inspection sticker. Contractor and Contractor's employees shall be required to go via the Contracting Division to the Base Provost Marshal's Office to obtain base permits and decals.

C-1.3.2

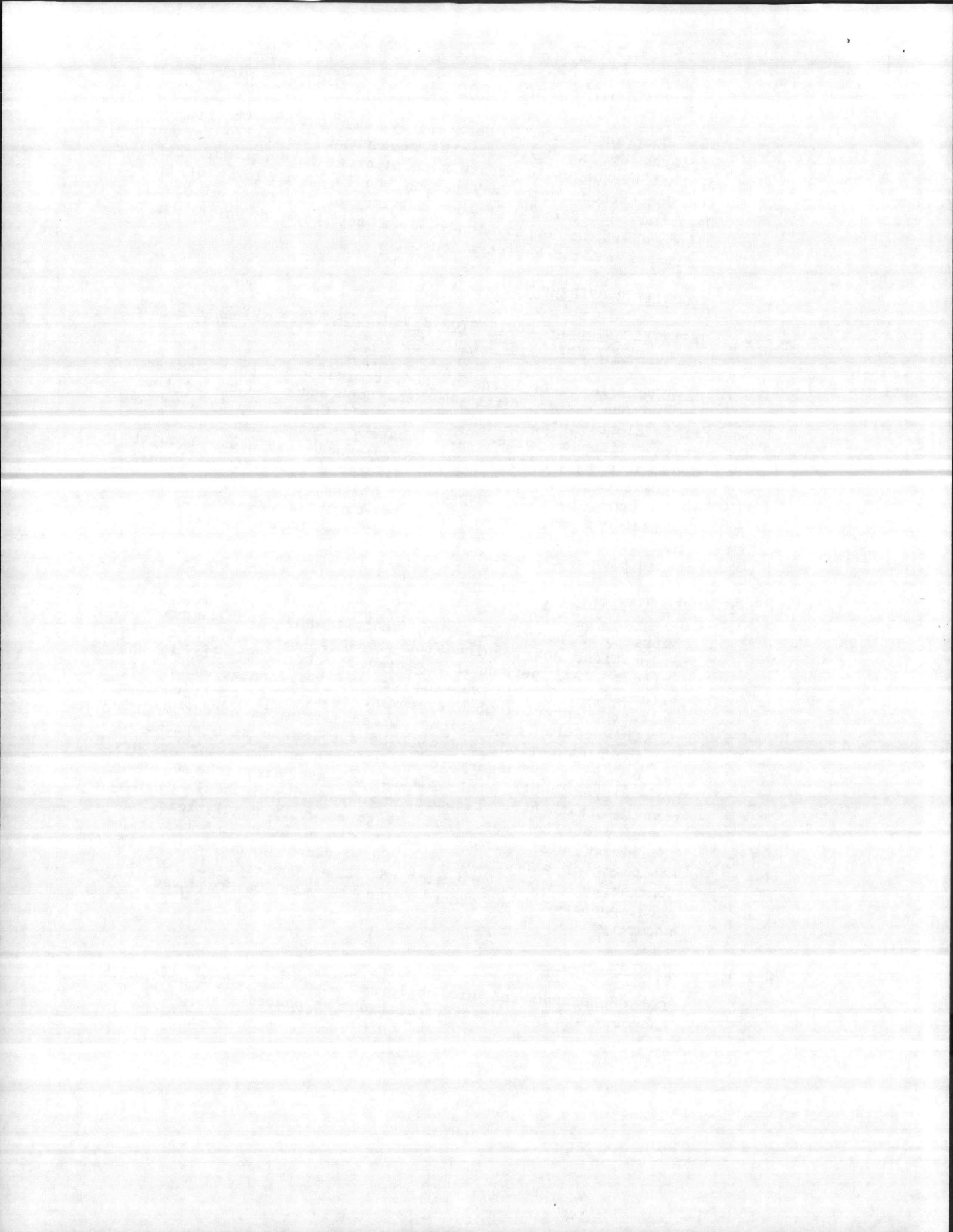
SECURITY CHECKS.

Contractor's personnel and/or vehicles shall not be present in locations not required for proper performance under this contract. All personnel employed by the Contractor in the performance of this service or any representative of the Contractor entering the Government reservation shall conform to all security regulations, which may be in effect during the contract period, and will be subject to such checks as may be deemed necessary to assure that no violations occur. No employee shall be permitted on Base when such a check reveals that his presence would be detrimental to the security of the Base. Subject to security regulations, the Government will permit access to the area for servicing equipment or performing required services. Upon request, the Contractor shall submit to the Contracting Officer questionnaires and other forms as may be required for security.

C-1.4

BASE REGULATIONS.

The Contractor and his employees shall be acquainted with and obey all government regulations as posted.



C-1.5 HOURS OF OPERATION.C-1.5.1 REGULAR WORK HOURS.

All service performed on Government Property under the terms of this contract shall be accomplished during regular work hours (8:00 a.m. to 4:30 p.m., Monday through Friday) except for Federal Holidays observed by this installation or by mutual agreement of the Contracting Division and the Contractor.

C-1.6 RECOGNIZED HOLIDAYS.

Federal Holidays observed by this Base are New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and other specifically designated days. The Contractor is not required to provide service on Federal Holidays observed by this installation unless mutually agreed upon by the Contracting Division and the Contractor.

C-1.7 GEOGRAPHICAL AREA OF RESPONSIBILITY.

Service under this contract may require extensive travel throughout the Camp Lejeune complex and its satellite activities located within twenty-five (25) miles of Camp Lejeune's outer perimeter.

## SECTION C - 2

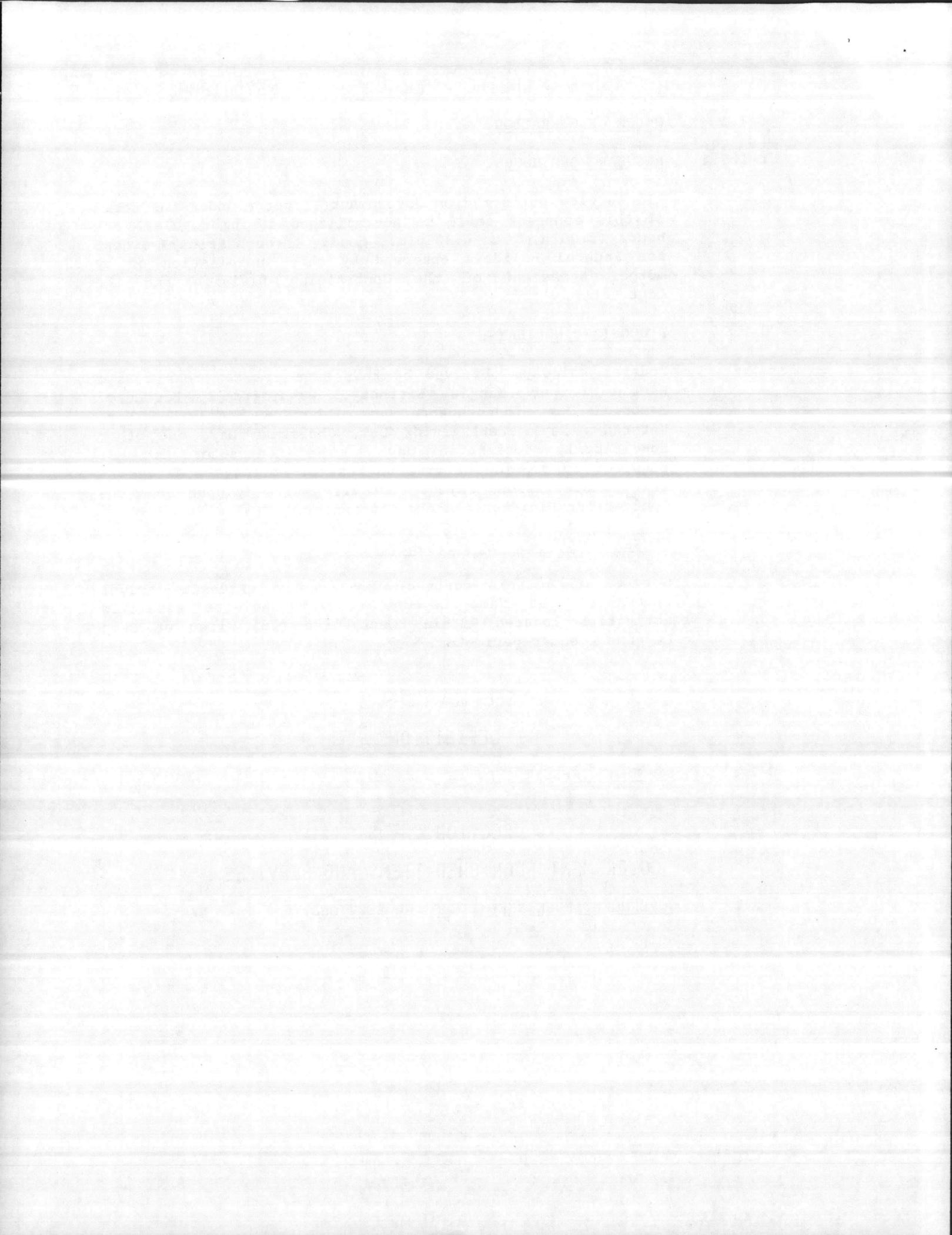
## DEFINITIONS

C-2.1 STANDARD DEFINITIONS. N/A

## SECTION C - 3

## GOVERNMENT FURNISHED ITEMS AND SERVICES

C-3.1 GOVERNMENT FURNISHED ITEMS AND SERVICES. N/A



## SECTION C - 4

## CONTRACTOR FURNISHED ITEMS AND SERVICES

C-4 GENERAL. Except for those items or services specifically stated to be Government furnished in Section C-3, the Contractor shall furnish the specific items listed below and everything else required to perform this performance work statement.

C-4.1 SERVICE MATERIALS.

The Contractor shall be required to provide personnel, supplies, materials, and the necessary equipment to perform the services required by the contract. All of these items will be available on contract start date.

C-4.2 RESPONSIBILITY.

The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into the building or onto the grounds to perform services. This includes, but is not limited to, fire, theft, hurricane, accident or other disaster

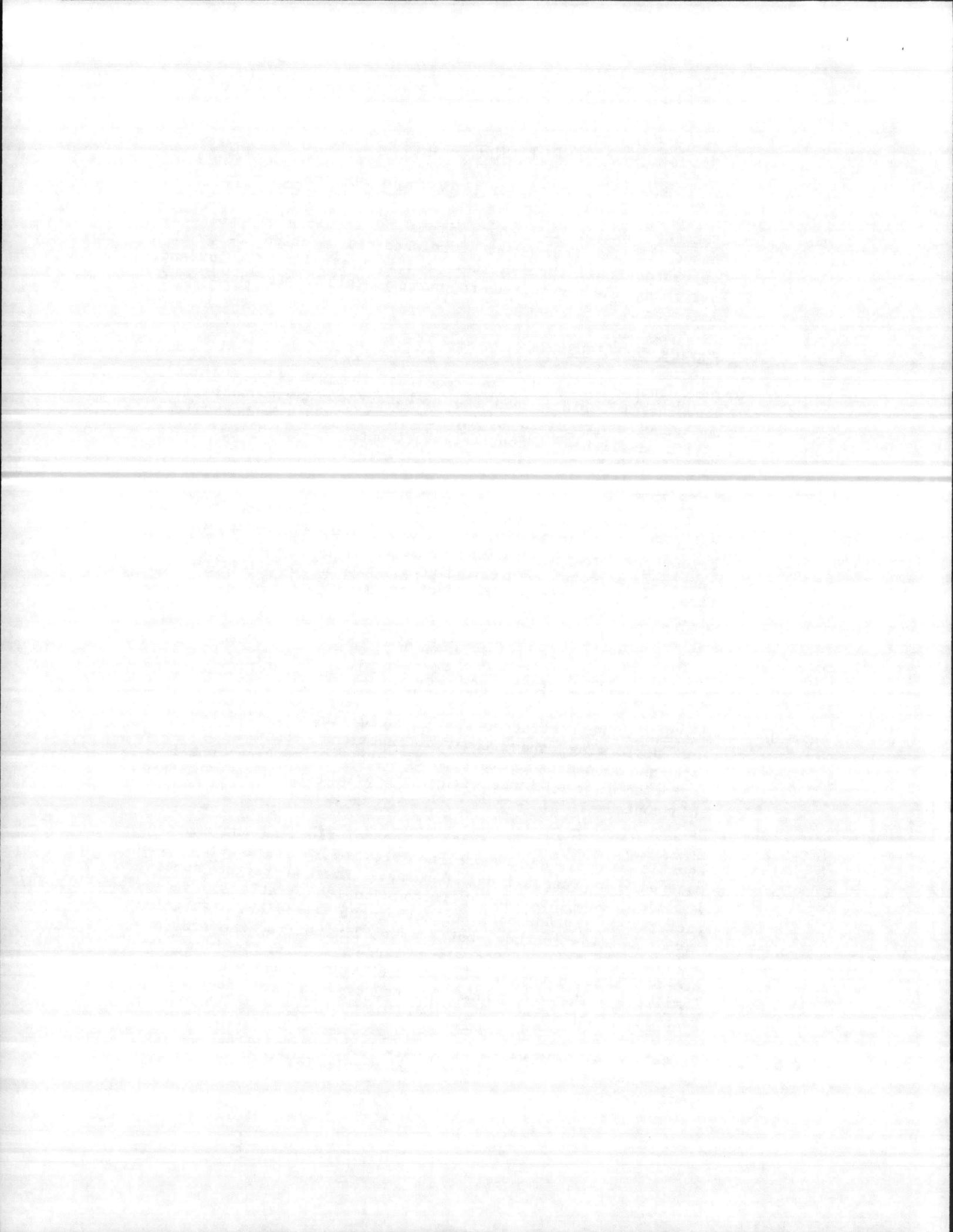
## SECTION C - 5

## SPECIFIC TASKS

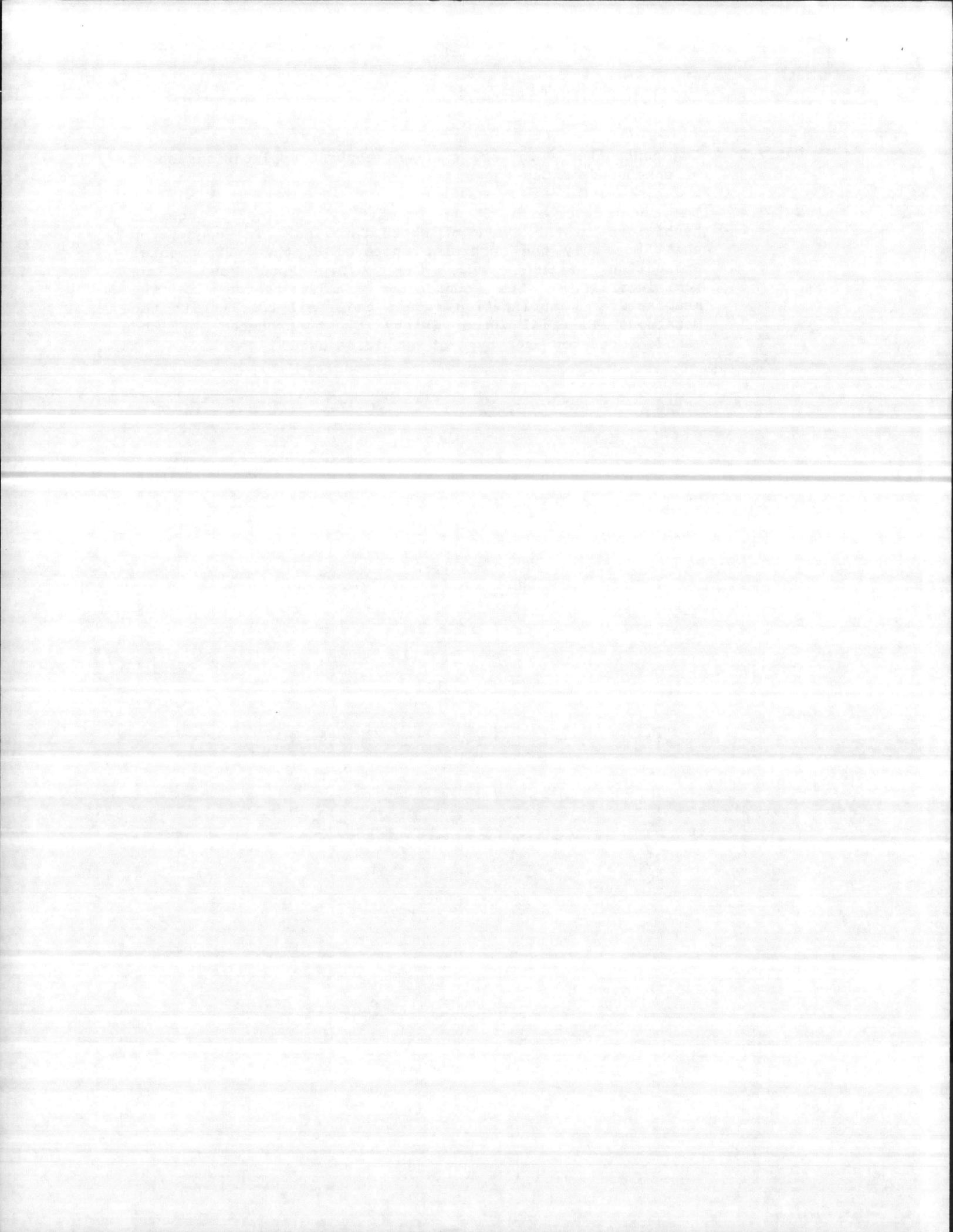
C-5.1 GENERAL. The Contractor shall provide the services required for performing the required functions located at Camp Lejeune, NC and its satellite activities. Services shall be performed in compliance with the provisions contained within this contract.

C-5.2 SERVICES. Service contract to control floating and emergent aquatic weeds, and shoreline plants in freshwater ponds managed for recreational fishing. Emerged target species include, but are not limited to the cattail, sedge, pickerweed, spatterdock and amaranth families. Floating target species include, but are not limited to, the arum and salvia families. Shoreline target species include, but are not limited to the willow, evening primrose and acanthus families. The 12 ponds to be treated are located on Technical Exhibit #1.

C-5.2.2 Effective control of emergent aquatic weeds will be met when the contractor has reduced the population by 90% on each pond treated.



- C-5.2.3 The contractor's initial emergent control applications shall be scheduled in September.
- C-5.2.4 The contractor shall be certified to apply aquatic herbicides in the State of North Carolina. The contractor shall use only the herbicide approved by the Environmental Protection Agency and the U.S. Food and Drug Administration. The contractor shall adhere to the manufacturer's application rates, and shall comply with the Hazardous Material Data Safety Sheet produced by the manufacturer for each type of herbicide used.



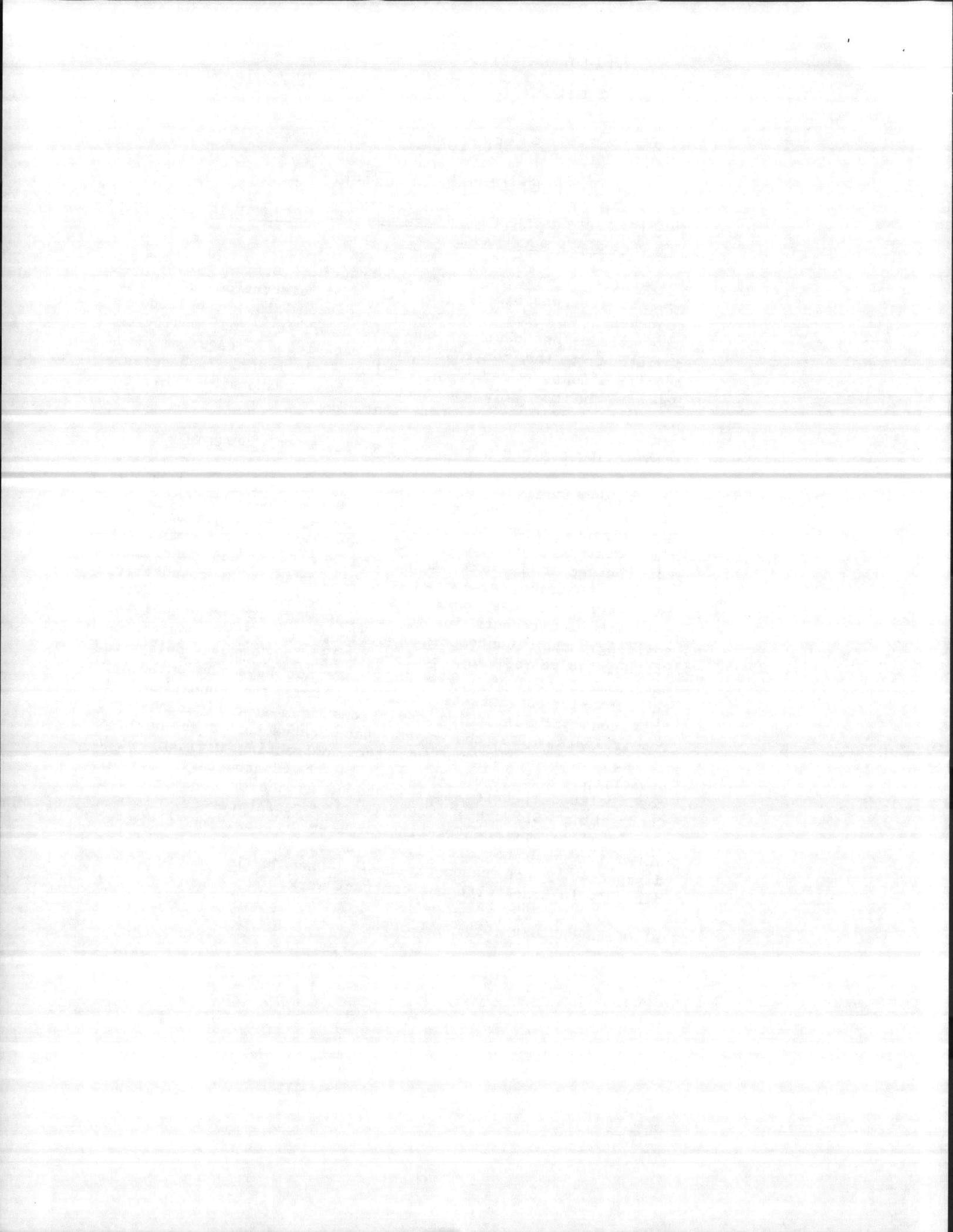
SECTION E  
INSPECTION AND ACCEPTANCEE-1 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITIES FOR INSPECTION AND ACCEPTANCE.

E-1.1 CONTRACTING OFFICER. The Contracting Officer has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, he may delegate certain other responsibilities to his authorized technical representative.

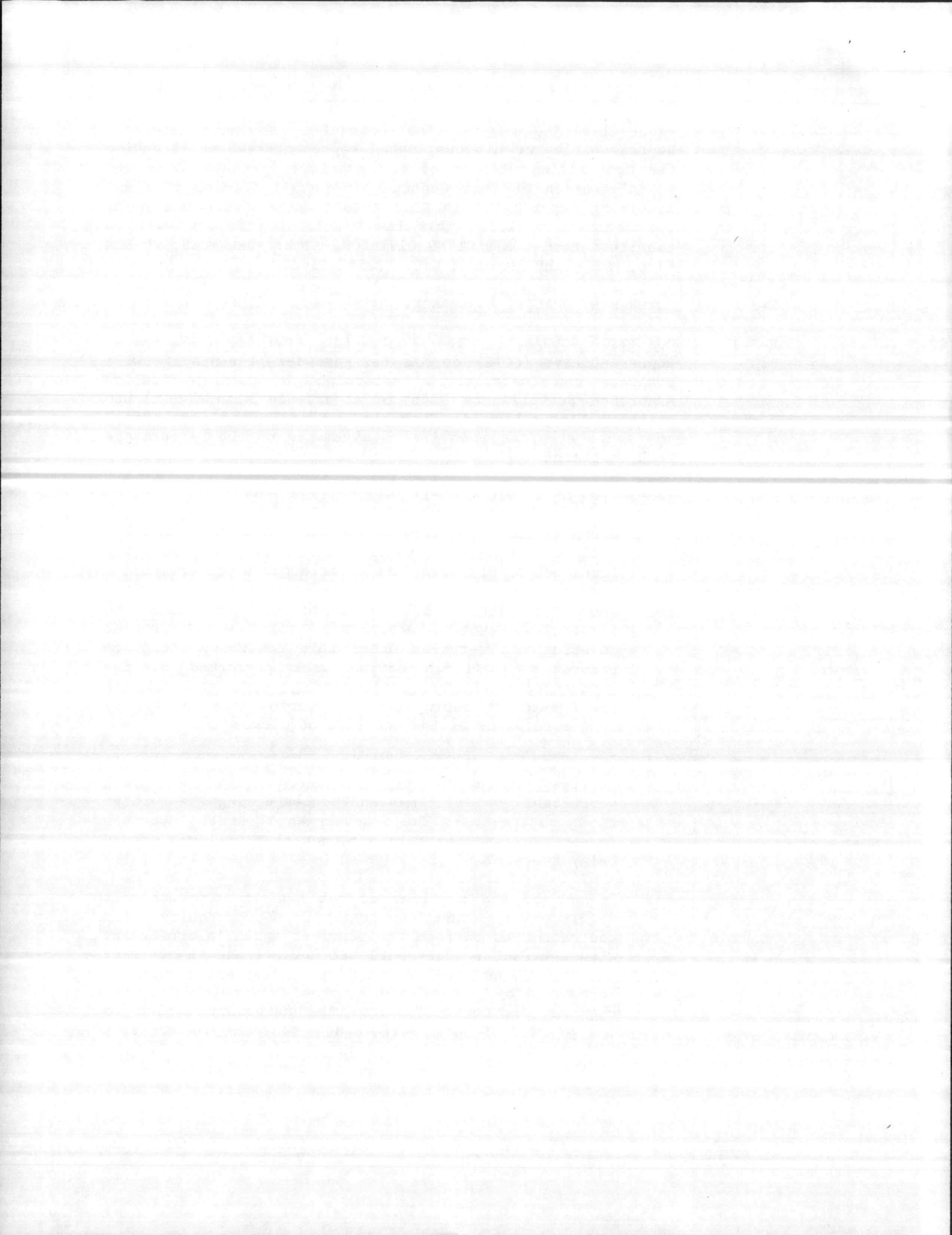
E-1.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVES (COTR's).

The responsibilities of the Contracting Officer's Technical Representatives include, but are not limited to: surveillance of repair services or services required under this contract, determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's Representative in charge at the work site; ensuring compliance with contract requirements, insofar as the work is concerned; and advising the Contracting Officer or his designated representative of any factors which may cause delay in performance of work. The COTR does not have the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of the Contractor, and any cost related thereto shall be borne by the Contractor. The Contracting Officer's Technical Representative(s) is/are appointed by the Contracting Officer by position title as shown for each activity listed below to assist him in the discharge of his responsibilities when he is unable to be directly in touch with the contract work.

WILDLIFE MANAGER (919) 451-5003



- E-2 FINAL RECEIVING REPORT. The Contracting Officer's Technical Representative or his designated representative shall advise the Contracting Officer of any problems encountered in the administration of this Contract and shall furnish a "Final Receiving Report" within thirty (30) days of the ending of the contract period. This Final Receiving Report will be submitted to: CONTRACTING DIVISION, ATTN: SERVICES, PO BOX 8368, MCB, CAMP LEJEUNE, N.C. 28542-8368.
- E-3 GOVERNMENT QUALITY ASSURANCE.
- E-3.1 QUALITY ASSURANCE. The Contracting Officer's Technical Representative (COTE) or his designated representative will evaluate the Contractor's performance by using a Quality Assurance Surveillance Plan in accordance with the clause entitled "Inspection of Services - Fixed Price (APR 1984)" to assure services meet the requirements of the Performance Work Statement.
- E-3.2 INSPECTION OF SERVICES - FIXED-PRICE (APR 1984).
- (a) Definitions. "Services", as used in this clause, includes services performed, workmanship and material furnished or utilized in the performance of services.
  - (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
  - (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
  - (d) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.



- (e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract, or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-4

INSPECTION AND ACCEPTANCE POINTS: Destination

FAR CLAUSE CITED BELOW IS INCORPORATED BY REFERENCE:

E-5

52.246-16 Responsibility for Supplies APR 1984

## SECTION F

## DELIVERIES AND PERFORMANCE

F-1

FAR CLAUSE CITED BELOW IS INCORPORATED BY REFERENCE:

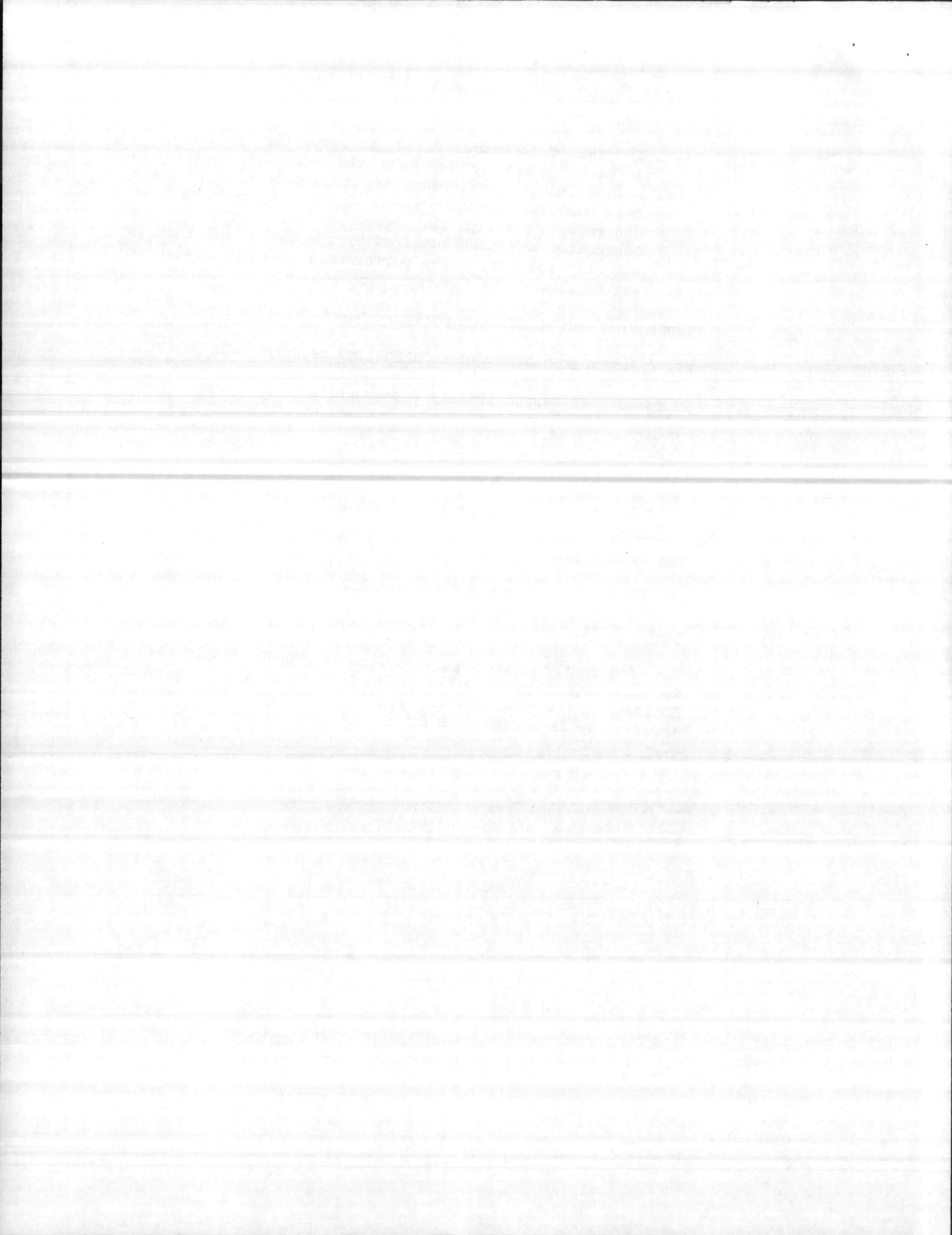
52.247-34 F.O.B. Destination

APR 1984

F-2

PERFORMANCE.

The Contractor shall perform the services identified in Sections B, C or referenced in Section J as a Technical Exhibit. The Contractor shall complete the required services by 26 November 1988.



## SECTION G

## CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA.

1781106.2720 000 67001 0 067001 2D 000000 823M1482392T \$2450.00  
FUNDED FOR THE PERIOD 19 SEPTEMBER 1988 - 30 SEPTEMBER 1988.

G-2 CONTRACT ADMINISTRATION OFFICE.

(a) All contract administration functions will be retained by the Contracting Division, MCB, Camp Lejeune, NC 28542-8368.

(b) After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Contracting Division  
P.O. Box 8368  
MCB, Camp Lejeune, NC 28542-8368  
Attention: Marilyn Whaley  
Telephone Number: (919) 451-3094  
NOTE: COLLECT CALLS WILL NOT BE ACCEPTED.

G-3 INVOICE INSTRUCTIONS.G-3.1 BILLING PERIOD.

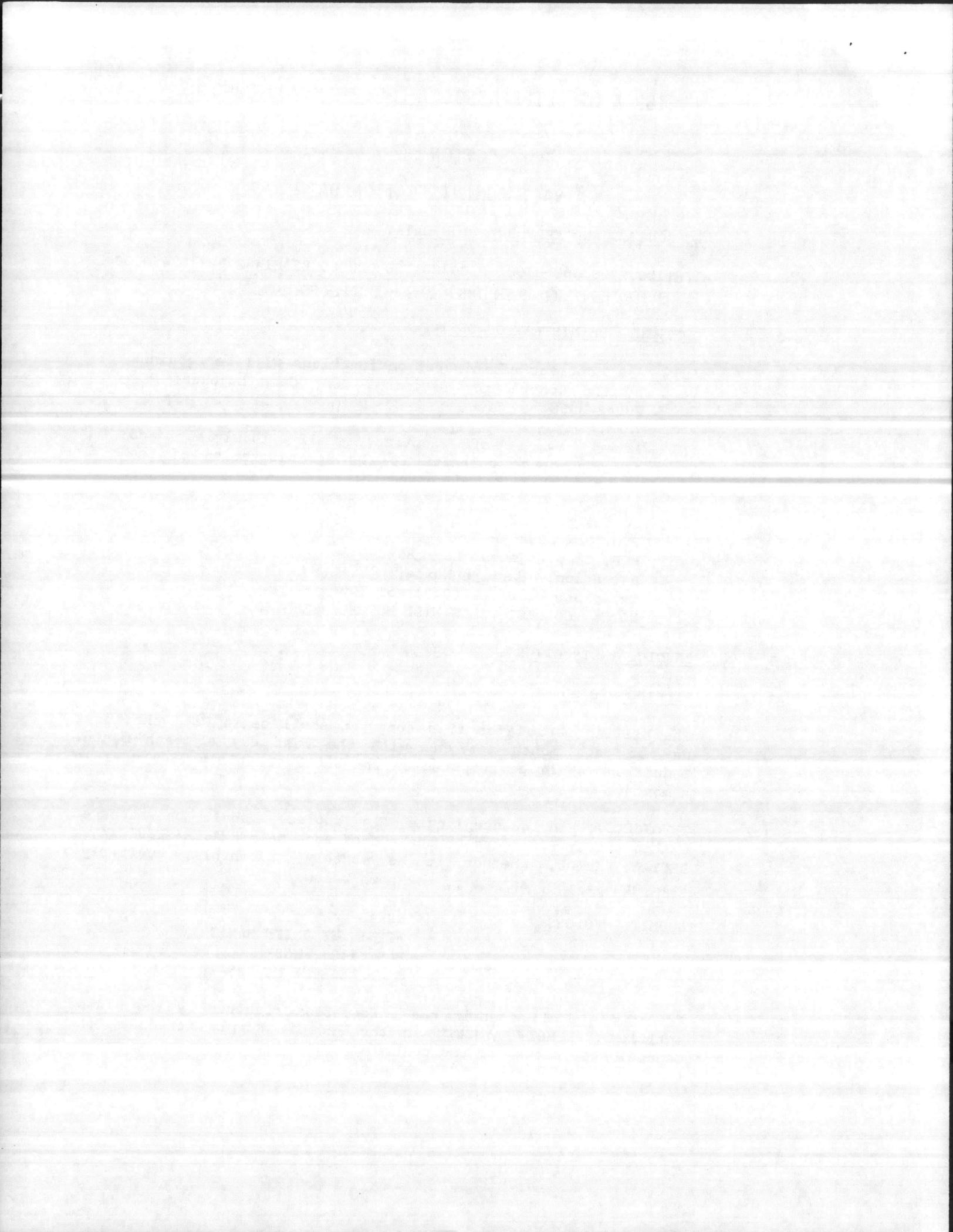
The billing period for this contract shall begin with the first day of each month and end with the last day of each month. Deductions shall be computed on the basis of thirty (30) days in a month.

G-3.2 INVOICE(S), in quadruplicate, (4 copies), shall be rendered within thirty (30) days of the end of each MAINTENANCE/SERVICE/RENTAL PERIOD, whether it be monthly, bimonthly, quarterly, semiannually, or annually, as shown below:

SUBMIT INVOICES TO:

NREAD  
ATTN: WILDLIFE MANAGER  
BLDG 1103, MCB  
CAMP LEJEUNE NC 28542

INVOICE(S) shall contain the information required by the Clause entitled "PROMPT PAYMENT" in the Federal Supply Schedule, the General Provisions, or the contract.

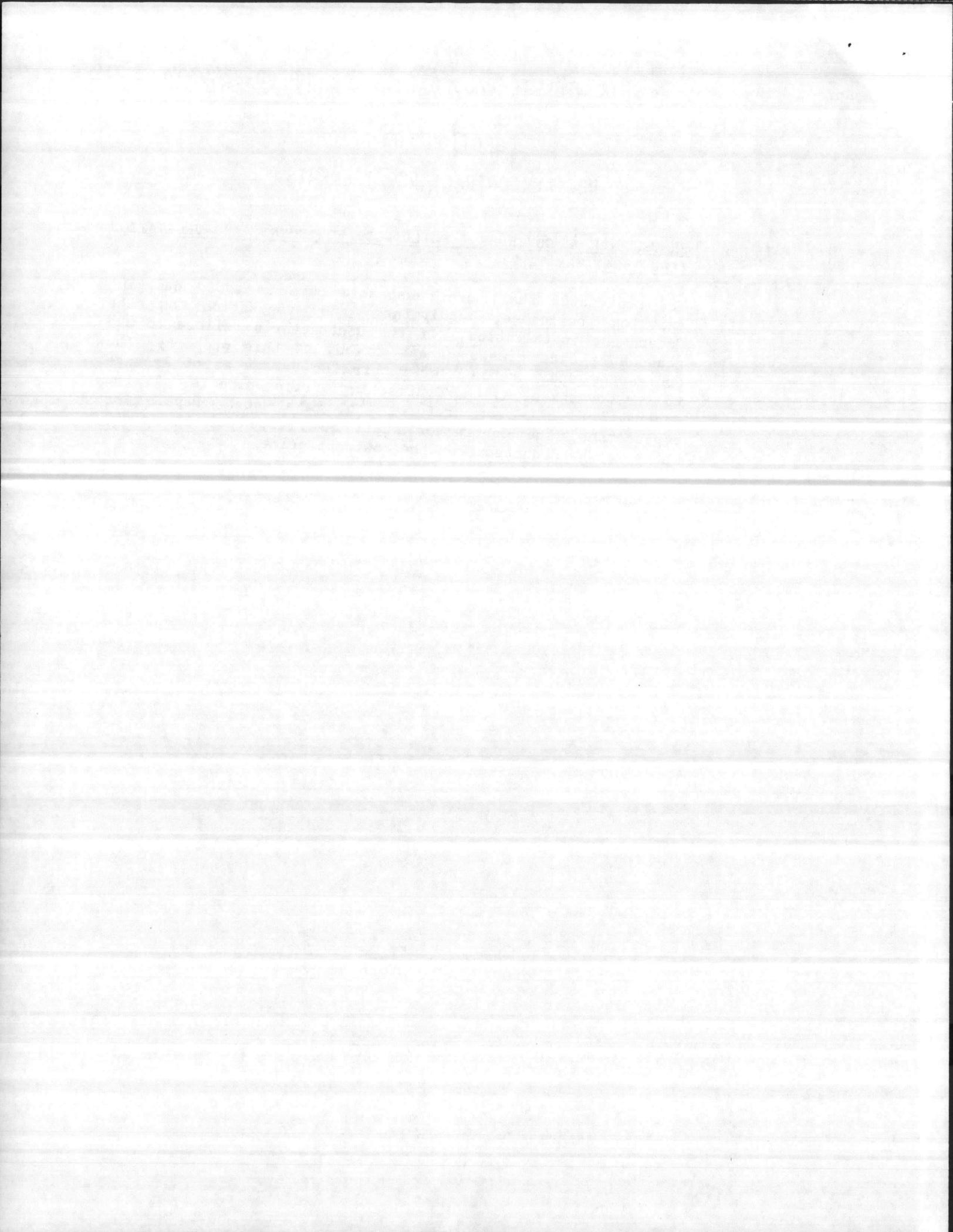


SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H-1

PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION  
(APR 1984) FAR 52.237-2

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.



SECTION I  
CONTRACT CLAUSESI-1 CLAUSES INCORPORATED BY REFERENCE (APR 1984)

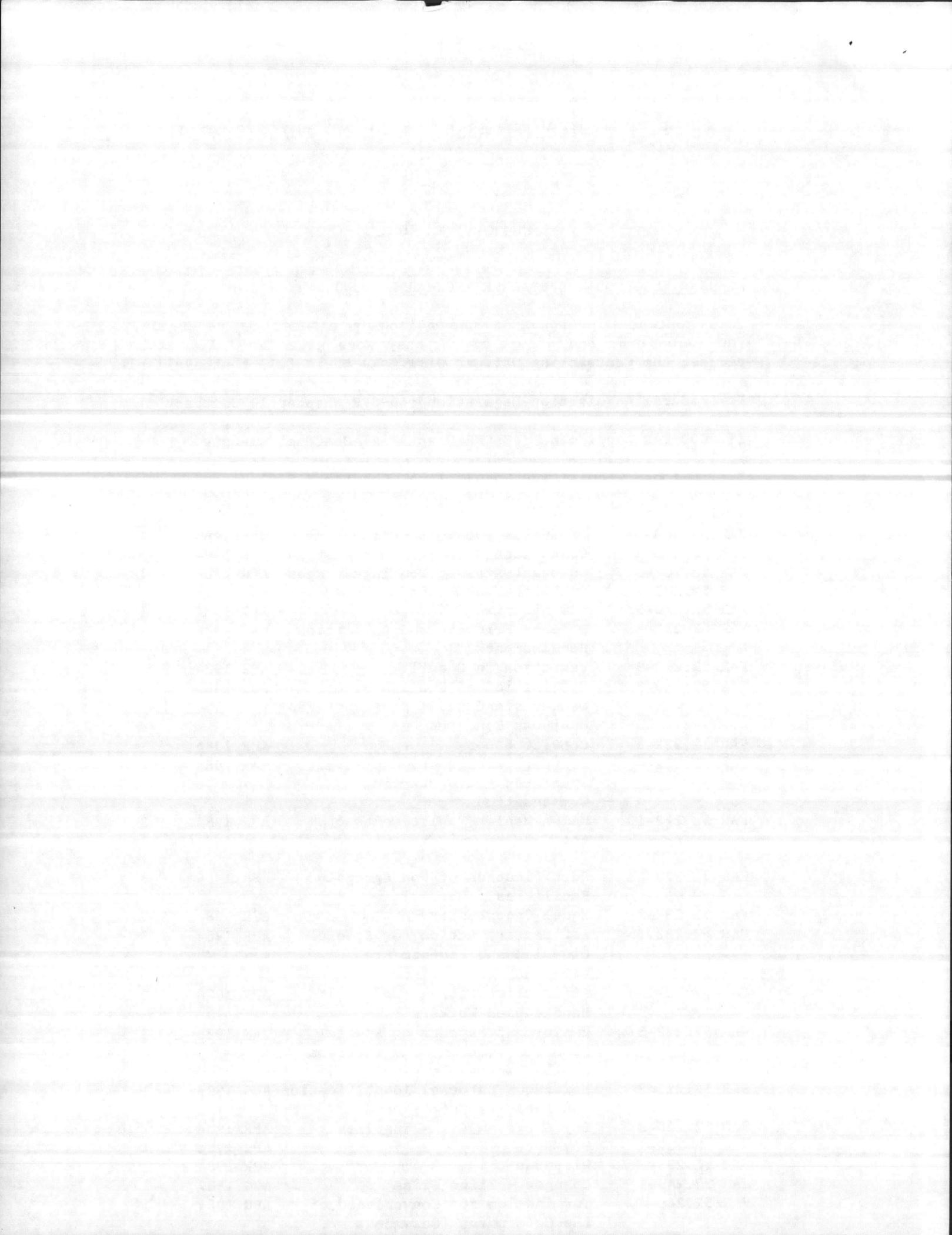
This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

## I. Federal Acquisition Regulation (48 CFR Chapter 1) Contract Clauses

## II. DOD FAR Supplement (48 CFR Chapter 2) Contract Clauses

## III. Defense Acquisition Regulations, Chapter VII Clauses

<u>FAR/D-FAR REF.</u>	<u>TITLE</u>	<u>DATE</u>	<u>NOTE</u>
FAR 52.203-1	Officials Not to Benefit	APR 1984	1
FAR 52.203-3	Gratuities	APR 1984	1
FAR 52.203-5	Covenant Against Contingent Fees	APR 1984	1
FAR 52.203-7	Anti-Kickback Procedures	FEB 1987	1
FAR 52.210-5	New Material	APR 1984	1
FAR 52.212-8	Defense Priority and Allocation Requirements	MAY 1986	1
FAR 52.212-9	Variation in Quantity	APR 1984	1
FAR 52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	JUN 1985	3
FAR 52.222-3	Convict Labor	APR 1984	1
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAR 1986	2
FAR 52.222-20	Walsh-Healey Public Contracts Act	APR 1984	3 (Supplies only)
FAR 52.222-21	Certification of Nonsegregated Facilities	APR 1984	3
FAR 52.222-26	Equal Opportunity	APR 1984	3
FAR 52.222.35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984	3
FAR 52.222.36	Affirmative Action for Handicapped Workers	APR 1984	2
FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988	3
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	AUG 1987	1
FAR 52.225-3	Buy American Act - Supplies	APR 1984	1
FAR 52.232-1	Payments	APR 1984	1
FAR 52.233-1	Disputes	APR 1984	1
FAR 52.243-1	Changes - Fixed Price	AUG 1987	1
FAR 52.249-4	Termination for Convenience of the Government (Services)	APR 1984	1



FISH & WILDLIFE ASSOC

M6700188M0307

FAR 52.249-8	Default (Fixed-Price Supply and Service)	APR 1984	1
DFAR 52.243-7001	Pricing of Adjustments	APR 1984	1
DAR 7.1903-41(b)	Service Contract Act of 1965 (As Amended) -- Contracts of \$2500.00 or less	JAN 1984	1 (Services only)
FAR 52.222-22	Previous Contracts and Compliance Reports	APR 1984	3

The Offeror represents that--

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25	Affirmative Action Compliance	APR 1984	3
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The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (MAY 1986) 2  
 Any contract awarded as a result of this solicitation will be a ( ) DX rated order; (X) DQ rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

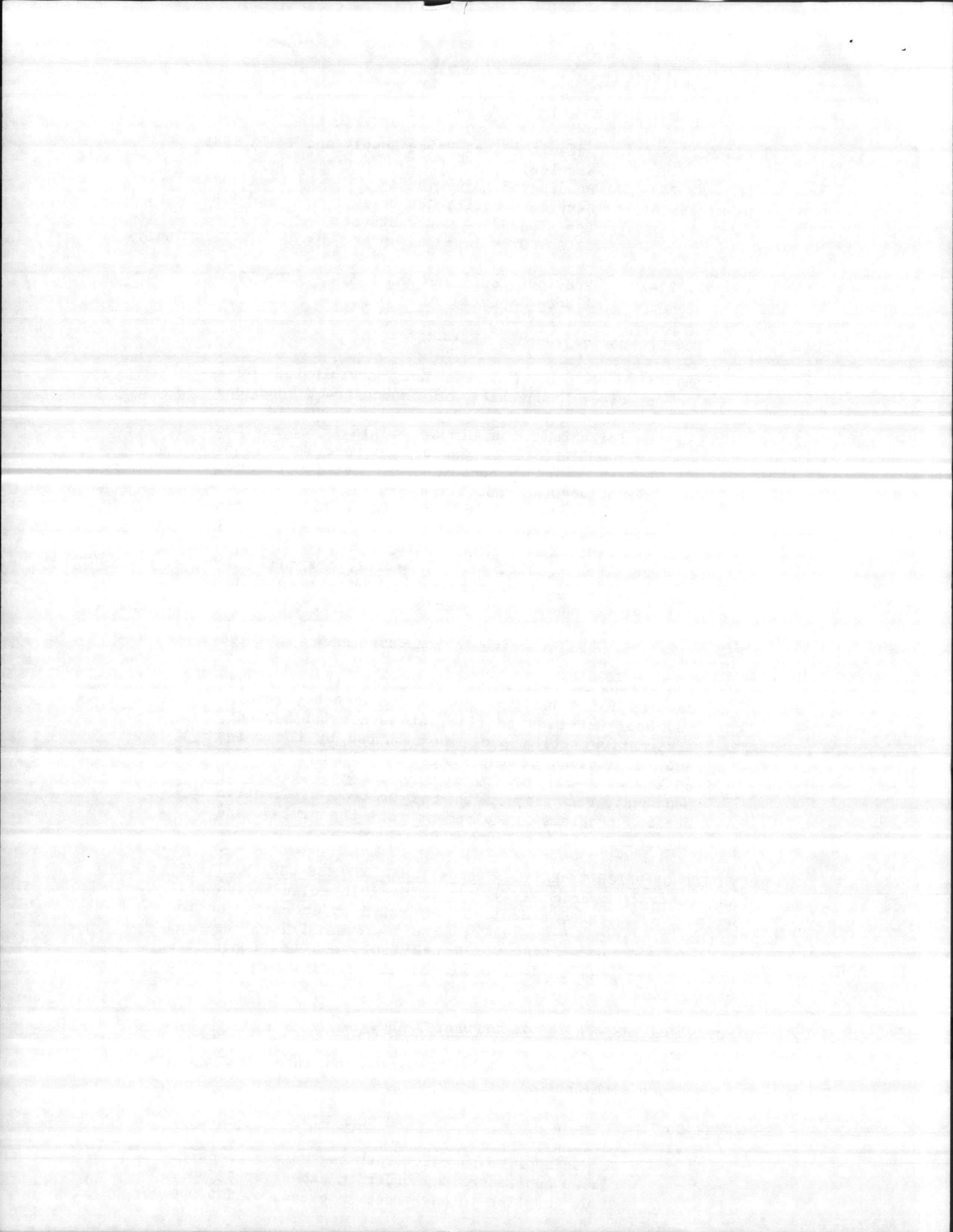
NOTES FOR THE CLAUSES INCORPORATED ABOVE:

The clauses are automatically incorporated into this agreement in accordance with the following:

NOTE NO.

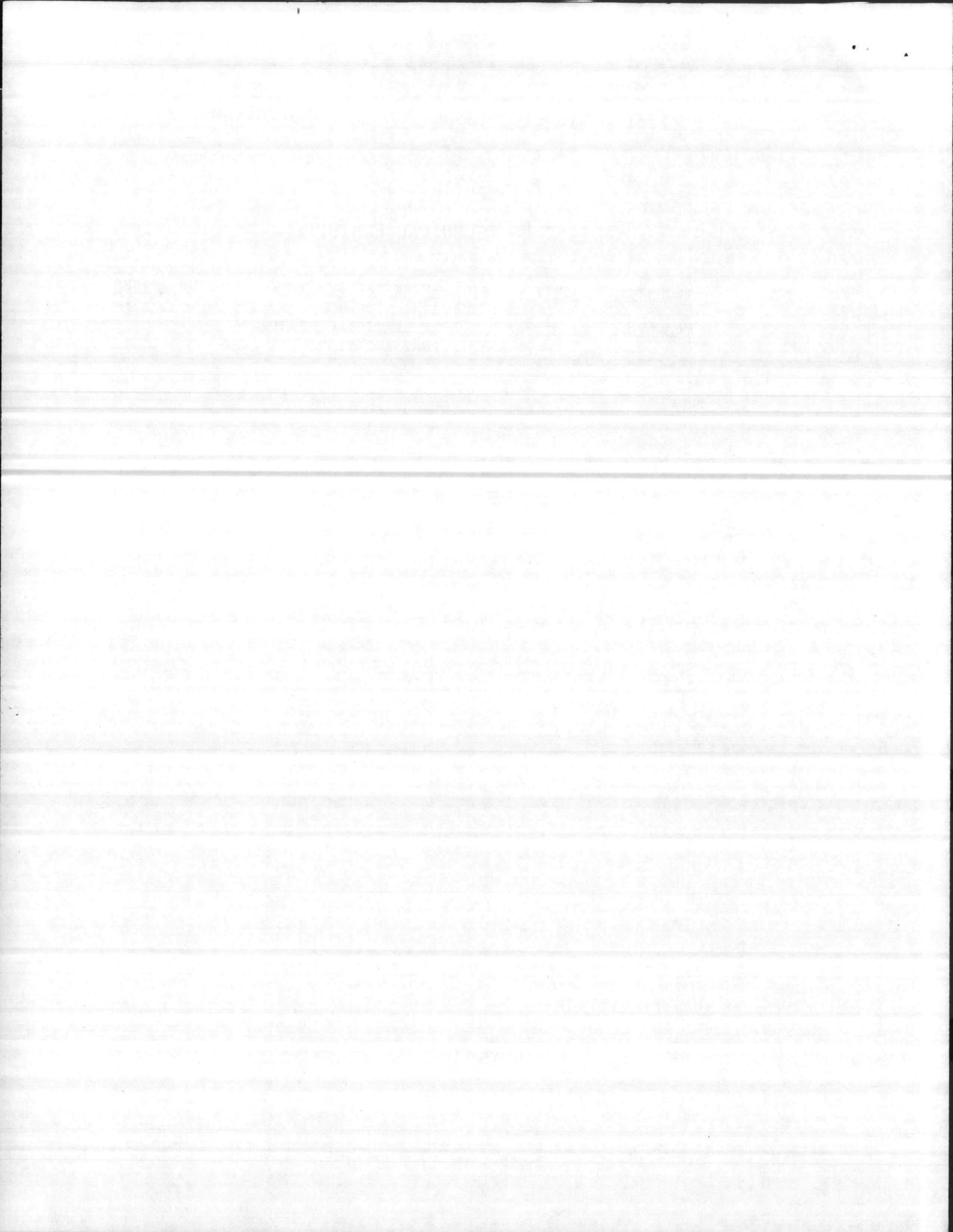
COMMENT

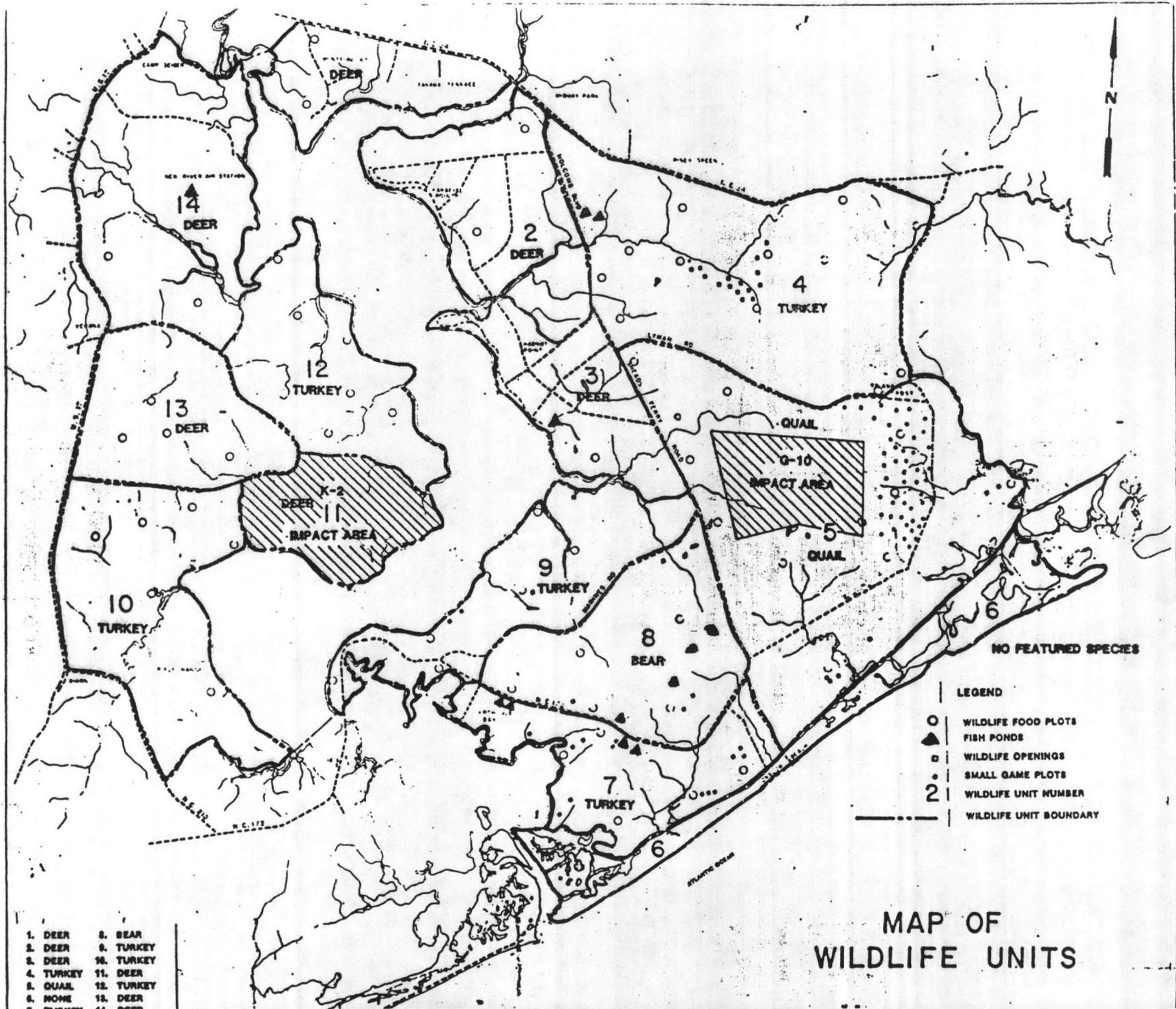
- 1 Clause applies to this order regardless of dollar value.
- 2 Clause applies to any order in excess of \$2500.00.
- 3 Clause applies to any order in excess of \$10,000.00.



SECTION J  
LIST OF TECHNICAL EXHIBITS

J-1	<u>TECHNICAL EXHIBIT #</u>	<u>TECHNICAL EXHIBITS</u>	<u>NO. PAGES</u>
	TECHNICAL EXHIBIT #1	RECREATIONAL FISHING POND LOCATIONS	1





- |           |            |
|-----------|------------|
| 1. DEER   | 8. BEAR    |
| 2. DEER   | 9. TURKEY  |
| 3. DEER   | 10. TURKEY |
| 4. TURKEY | 11. DEER   |
| 5. QUAIL  | 12. TURKEY |
| 6. NONE   | 13. DEER   |
|           | 14. DEER   |

MAP OF  
WILDLIFE UNITS

00188M0307  
TECHNICAL EXHIBIT 1

