



File Code: 6320

Date: April 17, 2020

RG'Z Forestry, L.L.C.
307 Chestnut St.
Medford, OR 97501

EMAILED TO: rgzforestry@gmail.com

Dear Mr. Rodriguez:

Thank you for responding to Solicitation No. 129JGP18Q0024, FY20 HUD Herbicide on the Stanislaus National Forest.

Award for this project for All Items is made to RG'Z Forestry, L.L.C., in the amount of \$333,002.00. Please sign and return Contract No. 129JGP20C0025 to indicate your acceptance.

Changes to your profile in the System for Award Management (SAM) do not feed into our financial system. If your company's SAM profile changes, you must notify our office immediately so that we can update our financial system. Failure to do so may affect payment of your invoices.

Prior to starting work under this contract, the following information is required. If possible, please submit prior to, or at, the pre-work conference:

1. Copies of any current licenses or verifications required under this contract.
2. A copy of your current MSPA certification, including whether you are certified to provide transportation or housing (other than commercial). If transportation is provided, proof of current vehicle insurance or liability bond for each vehicle, as well as driver's certification if vehicle is larger than a station wagon.
3. Copies of I-9 forms for all workers on the project shall be available for review.

Please identify any new employees you may hire for this project at the pre-work meeting. Compliance with 3 NDR Service contract HUD addendum is required.

Copies of required posters are enclosed and are to be posted in such manner that your employees may observe them in going to and from work. Also enclosed is the "COR Checklist for Labor Intensive Contractors" that the COR will use during compliance checks.

Pat Boyer is COR on this contract. Pat may be reached at 209-432-3150 or Pboyer@usda.gov. Please contact the COR to schedule a pre-work conference.

Sincerely,

OLAINE MARTINEZ
Contracting Officer



COR - CHECK LIST FOR LABOR INTENSIVE CONTRACTORS

Vehicles required Registration as FLC (vehicles over 9 passengers-Add more lines if needed)

VEHICLE INFORMATION

Vehicle No.	License Plate No.	CHP Sticker	VIN No.
1			
2			
3			

DRIVER INFORMATION

Driver Name	Class A/Class B License	License No.	Medical Cert (yes/no)

ALL CONTRACTOR OWNED VEHICLES

Vehicle/Contractor Info	Yes	No
Vehicles transporting worker must have seatbelts		
Driver has valid MSPA card (driver-blue, contractor-orange).		

PERSONNEL CHECKLIST:

Personnel Info	Yes	No
I-9s available and reviewed (only)		
Check required safety equipment (First Aid kit, large enough for crew).		
Personal Protective Equipment (PPE) as identified in the IIPP.		
Boots with adequate traction and ankle support.		
Required sanitation (toilet, hand washing facilities).		
Sufficient drinking water for the day.		
Required equipment that meets contract specifications. i.e Domarhoedad, planting bags, back pack sprayers, shields, vexar tubing, etc. (Reminder: The COR is to check equip prior to the ride up the hill).		

If contractor fails to meet any of the above, that person or vehicle will not start work until deficiency is corrected. Explain factual reasons below for failure or document on daily diary and note the diary date below.

COMMENT:

INSPECTIONS

Monitor contractor compliance with Injury and Illness Prevention Program (IIPP) safety and health requirements on an ongoing basis. The Government serves in an oversight role for this activity, this oversight role does not involve direct supervision, instruction or management of the contractor's personnel. Serious condition or issues of non-compliance should be documented and corrected immediately.



Designation of Contracting Officer's Representative (COR)

FS-6300-0006 (REV.06.2014)

To Name: Pat Boyer

Contract No.: 129JGP20C0025

File Code: 6320

To Address: Mi Wuk RD
PO Box 100
Mi Wuk Village CA 93546

Unit: STANISLAUS NATIONAL FOREST

Project: FY20 HUD Herbicide

Contractor: RG'Z Forestry, LLC .

You are delegated the responsibility and authorized to perform the function of Contracting Officer's Representative on the above contract. This delegation is effective for the period 04/17/2020 06/30/2020 or through contract completion if the contract is extended (to include any warranty period). Your major duties and responsibilities are:

1. Communicate to the Contracting Officer (CO) any recommended / requested changes that may result in a modification to the contract and provide supporting / necessary documentation to the CO.
2. Monitor contractor performance by evaluating actual performance processes and outputs against pre-determined goals. Recommend any necessary action to the CO.
3. Monitor contractor performance by evaluating actual performance processes, workflow requirements , and outputs against pre-determined goals.
4. Recommend to the CO any necessary action related to delays in contractor performance or the need to stop work under the contract.
5. Assist the CO with reviewing cost estimates, schedules, and other submittals for technical adequacy.
6. Monitor and process invoices, report any discrepancies in invoices to the CO, and provide documentation to support the representation.
7. Monitor and verify contract schedule compliance and anticipated schedule delays, contract technical performance and compliance with terms and conditions of the contract and communicate them to the CO in an efficient and timely manner.
8. Understand your roles and responsibilities as a COR with regards to improving vendor communication in accordance with USDA Procurement Advisory 102, the USDA Vendor Communication Plan and the OMB "Myth-Busting" Memorandum.
9. Perform contract surveillance and ensure contractor's compliance with safety, health, and environmental issues.
10. Perform on-site inspections, conduct employee interviews and review contractor payrolls for construction contracts to ensure contractor compliance with applicable labor standards.
11. Promptly notify the CO of any problems associated with labor requirements and employment eligibility of contractor employees (E-Verify) in accordance with FAR 22.102 and 22.18.
12. Ensure compliance and completion by the contractor of all required operations, including the preparation of any forms . Maintain documentation of all inspections performed including disposition of the results.
13. Serve as Primary Assessing Official Representative and enter contractor performance data into the Contractor Performance Assessment Reporting System (CPARS) at prescribed intervals, in accordance with FAR Subpart 42.15 and USDA Procurement Advisory 96.

In accordance with the Federal Acquisition Regulation (FAR) Part 1.602-2(d):

1. Only the CO can delegate authority under this contract.
2. You have no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.
3. You may not redelegate your designated authority to another person.
4. You may be personally liable for unauthorized acts.

[04/17/2020]

Date

FOREST SERVICE CONTRACT

Contract No.: 129JGP20C0025

Project: FY20 HUD Herbicide

Location: USDA – FOREST SERVICE
STANISLAUS NATIONAL FOREST
GROVELAND RANGER DISTRICT

Contractor: RG'Z Forestry LLC.

Phone: 541-778-4675 **Fax:**

Awarding Office: USDA Forest Service
Central California Acquisition Service Area
Tahoe National Forest
631 Coyote Street
Nevada City, CA 95959
530-265-4531
530-478-6126 (fax)



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER 989055	PAGE OF 1 2
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2. CONTRACT NO. 129JGP20C0025	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME TRACY MARTINEZ	b. TELEPHONE NUMBER (No collect calls) (530) 478-6823	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959	CODE 9JGP	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: \$20.5
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO USDA MI WUK DIST RANGER STANISLAUS NATL FOREST PO BOX 100 MI WUK VILLAGE CA 95346	CODE 9A56	16. ADMINISTERED BY USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959
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17a. CONTRACTOR/OFFEROR RGZ FORESTRY LLC ATTN SAUL RODRIGUEZ 307 CHESTNUT 1103701057 MEDFORD OR 97501-1613 TELEPHONE NO. 541-778-4675	CODE 1103701057#	FACILITY CODE	18a. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV	CODE IPP
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	FY20 Herbicide Release HUD Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				333,003.00

25. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0516NFXN7R18.2540...	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$333,003.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) TRACY MARTINEZ
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30b. NAME AND TITLE OF SIGNER (Type or print) Saul Rodriguez President	30c. DATE SIGNED 05/06/20	31b. NAME OF CONTRACTING OFFICER (Type or print) TRACY MARTINEZ	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Obligated Amount: \$333,003.00</p> <p>Product/Service Code: F006</p> <p>Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES</p> <p>The total amount of award: \$333,003.00. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

**Revision 1 Combined Solicitation & Synopsis
 HUD FY20 Herbicide Release
 129JGP20Q0020**

The Department of Agriculture, US Forest Service, Central California Acquisition Services Area, and Stanislaus National Forest requires services for Herbicide Release on the Groveland Ranger District. This is a combined / solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. It is the contractor's responsibility to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: <https://acquisition.gov/far>.

This is solicitation no.129JGP20Q0020 a **Request for Quotations (RFQ)** and is a **100% Total Small Business Set-Aside**. **The NAICS code is 115310 Support Activities for Forestry**. The size requirement for this NAICS code is 8.0 Million. The government intends to award a single award or multiple awards of one or several **Firm Fixed Price Contract**.

Amendment 5: Closing date of Solicitation is: April 3, 2020 4:00 p.m. PST

Projected Award Date is: April 10, 2020

B.1

ITEM NO.	DESCRIPTION	UNIT	UNIT QTY		UNIT PRICE	TOTAL
			MIN	MAX		
1	Herbicide Release Site Prep	Gallons	47,640	79,400	6.99	333,003

DUNS # 078500575 Contractor Name: Saul Rodriguez (President)

Contractor Signature: 

(Line Item unit breakdown is on attached Table 2.)

AS PER THE GENERAL SPECIFICATIONS IN ATTACHMENTS AND THE FOLLOWING ADDITIONAL REQUIREMENTS:

Contractor Responsibility: Except as otherwise specified under 1.2 and 1.4, the contractor shall furnish the necessary personnel, supplies and transportation to perform the services and insure that the designated areas present a clean, healthy, orderly and well-kept appearance.

Estimated Start Date & Contract Time:

Date/Time	
Start	May 19, 2020
Contract Time	25 days

DESCRIPTION OF WORK:

1. COMMENCEMENT PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work within 25 days.

DESCRIPTION OF WORK:

1. COMMENCEMENT PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work within 25 days.

Statement of Work

C.1 Scope of Work

Description of Work: The intent of this contract is to secure services for ground, broadcast spray application of herbicides according to the attached specifications. The goal of this contract is to control woody shrubs, grasses and forbs, to provide a suitable environment for the survival and growth of planted conifers.

Contractor Responsibility: The Contractor shall provide everything-including, but not limited to, all equipment, supplies, transportation, labor, and supervision-necessary to complete the project, except for that which the contract clearly states is to be furnished by the Government.

Before work may begin the Contractor shall designate, in writing, at least one person on site with authority to act in case of the Contractor's absence from the work site. The Contractor shall list the extent of authority this representative will have on the job. The Contractor or authorized representative shall be on the project area whenever work is in progress and shall act as a non-working supervisor. In the absence of the Contractor, this authorized representative shall receive orders and instructions from the Contracting Officer and shall take such action as is required to keep the job in progress under the terms of the contract. The Contractor and authorized representative(s) shall have an oral command of both the English language and the language common to the crew(s).

C.2 Project Location & Description

Location: The project is located on the Stanislaus National Forest, Groveland Ranger District.

Description: The area for herbicide treatment is within the 2013 Rim Fire. Ground to be treated is comprised of grass, forbs and small brush. Snags are scattered throughout unit.

Exclusions (Non-Work Areas): Known exclusion areas are flagged within the work areas and are labeled CA on unit maps. See Section J Unit Maps for CA location.

Accessibility: All work areas are accessible by standard pickup. Four-wheel drive vehicles may be beneficial in improving the access points of any given treatment unit. It is the Contractor's responsibility to reach the work site when it is ready for treatment. The Contracting Officer will determine the access routes which may be used.

Any prospective contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Contracting Officer soon enough to allow

a reply to reach all prospective contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract will not be binding.

C.3 Maps

Maps included in Section J are general in nature and are not to be considered as definitively identifying locations.

C.4 Estimated Start Date & Contract Time

Estimated Start Date: *April 3, 2019*

Number of Calendar Days Required: *25 Days*

See also Section F

C.5 Restrictions on Work

Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14).

Restrictions are as follows:

1. In accordance with the fire plan, if included in Section J.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.
3. The Contracting Officer will determine whether target vegetation is in an appropriate stage of growth for the herbicide application to be effective.
4. Work shall be performed only when the Contracting Officer or their Representative is present on the work site.
5. The Contracting Officer will determine the sequence in which each stand will be treated.
6. Each stand shall be completed prior to starting work on the next stand.

C.6 Licenses and Insurance

The contractor shall obtain the insurance and licenses listed here.

MSPA Card (Form WH510): This contract does require the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

Licensing and Safety Requirements: The Contractor shall have a current State of California Agriculture Pest Control Operator License including Category "E" (Forest), and Pest Control Business License, prior to the award of contract. The Contractor shall register this State License with the appropriate County Agriculture Commissioner(s) prior to beginning work.

The Contractor shall be required to provide the following:

1. Required permits.
2. Complete and file all reports, with a copy to the Contracting Officer.
3. Complete any other incidental requirements.

The Contractor's authorized representative(s) on site must, at a minimum, be a State of California Applicator Certificate (QAC).

The Contractor shall comply with the State of California Safety Orders found under the California Administrative Code and with the requirements of the Federal Worker Protection Standards (40 CFR, part 170). For further information regarding licensing requirements contact the California Department of Pesticide Regulation at (916) 445-4038, or online at www.cdpr.ca.gov.

C.7 Camping and Housing

Camping is not permitted in US Forest Service campgrounds. Contract [] will [X] will not be permitted to camp elsewhere on US Forest Service land. Camping on Forest Service land is not a right; permission may be revoked for failure to comply with the terms of the permit. Any non-compliance will result in suspension of work until compliance is achieved.

C.8 Technical Requirements

C.8-1 Definitions

Adjuvant: Anything added to the herbicide with the exception of water. This includes drift control agents, surfactants, dyes, antifoam agents, acidifiers, etc.

Batch tank: A mixing tank with a constant agitator that can be moved and operated separately from the clean water tank. For example, a tank mounted on a separate vehicle from the clean water tank or mounted on a trailer.

Broadcast spray: The entire area of the unit, excluding protected areas, rock outcroppings, and non-target species, is to be sprayed with the herbicide mix at the specified rate.

Clean water tank: A tank that contains water for mixing and wash down. It must be free of all pesticide residues.

Crop tree: Any tree or seedling present with the exception of knob-cone pine, bull (foothill gray) pine, and California nutmeg.

Damaged tree: The following constitutes unacceptable types of damage:

1. Any herbicide mixture on the terminal leader, or on more than 5% of the green crown.
2. Any physical damage to the terminal bud or leader, or more than 25% physical damage to the live crown.
3. Any damage on the bole or stem of the tree.

Herbicide: The concentrate before mixing occurs.

Herbicide mixture: The herbicide, water, surfactant, and dye.

Non-target species: Include, but are not limited to: Alder, Dogwood, Elderberry, Hazelnut, and Willow.

Oaks: Buffer 5 per acre Oak over 0.5 inch DBH and 8 feet tall and identified on the ground if there are over 5 per acre. If under 5 per acre buffer all.

Target vegetation: All green plants not identified as commercial conifers, oaks or other non-target species.

Wash down: Spray a contaminated seedling or other non-target vegetation with wash down solution to runoff.

Wash down solution: Composed of 5 gallons of water and one 3 oz. bar of soap per backpack of water.

C.8-2 Specifications

Licenses & Insurance

The contractor shall obtain the insurance and licenses listed here; (see also Section L, Notices to Offerors and Respondents).

Other: Worker's Compensation Insurance: The Contractor shall provide evidence of Worker's Compensation Insurance or a written explanation as to why the Contractor is exempt from the requirement. NOTE: The Contractor working alone is not required to carry the insurance.

Licensing and Safety Requirements: The Contractor shall have a current State of California Agriculture Pest Control Operator License including Category "E" (Forest), and Pest Control Business License, prior to the award of contract. The Contractor shall register this State License with the appropriate County Agriculture Commissioner(s) prior to beginning work.

The Contractor shall be required to provide the following:

1. Required permits.
2. Complete and file all reports, with a copy to the Contracting Officer.
3. Complete any other incidental requirements.

The Contractor's authorized representative(s) on site must, at a minimum, have a State of California Applicator Certificate (QAC).

The Contractor shall comply with the State of California Safety Orders found under the California Administrative Code and with the requirements of the Federal Worker Protection Standards (40 CFR, part 170). For further information regarding licensing requirements contact the California Department of Pesticide Regulation at (916) 445-4038, or online at www.cdpr.ca.gov.

Work Methods: The Contractor shall be responsible for training his employees in the proper techniques to be used during application of herbicides and safety procedures to be followed when handling herbicides.

The Contractor shall keep his crew organized so that units are covered systematically without skipped areas. The Contractor shall not scatter his crew over different parts of the unit.

The Contractor shall apply the herbicide mixture to all target vegetation in each stand.

The Contractor shall spray to coverage but not to runoff, the leaves and outer stems over the entire plant for all the vegetation to be treated. Interior surfaces of large, dense target species vegetation shall be sprayed.

The application rate and coverage shall be uniform throughout each unit although the amount of mix applied per acre will vary with plant density and size.

Application rate shall not exceed 40 gallons per acre.

Crop trees in all units shall be protected from herbicide mixture in the following manner: Seedlings up 2 feet in height shall be shielded to protect the entire plant from herbicide spray (i.e., cones, shields, etc.). Protective equipment shall not damage seedlings. Seedlings taller than 2 feet will be protected by directed spray application. Where there are multiple trees planted per spot, all trees on that spot shall be protected while the adjacent area is being sprayed.

There shall be at least one clean (i.e. triple rinsed) back-pack sprayer available per crew that is full of wash down solution. Crop trees and non-target plants shall be washed down within 8 minutes of contamination. Individual spray bottles are allowed. Eyewash bottles will not be a substitute for individual spray bottles.

No application of herbicide will be allowed within 10 feet of any meadows, perennial, intermittent, ephemeral stream courses or special aquatic features such as springs, seeps and fens. These areas will be designated by the government prior to entry into the units, and will be considered protected areas. Areas containing standing water not designated by the government prior to entry will be given a 10 foot buffer and treated as non-work areas. The 10 foot buffer does not apply if any intermittent or ephemeral stream is dry at the time of application.

Do not apply herbicide within 20 feet of the bole of leave oaks unless noxious weeds are present. These oaks are identified on the ground and will not exceed 5 per acre.

Non-target species shall not be sprayed in any units.

The Contractor shall keep equipment in good operating condition maintaining flow rate and nozzle pressure. Application of herbicide mixture will be made with a nozzle pressure of 15 psi. The spray tip will be kept from 12 to 24 inches from the target vegetation during application.

To avoid damaging nozzles the Contractor shall use a soft material such as natural or nylon bristle to clean the nozzles. Wire or other hard material that can enlarge the nozzle orifice, or otherwise damage the nozzle shall not be used.

The Contractor shall be responsible for washing and cleaning out all equipment at the end of each work day. The exact location for cleanup will be selected by the Contracting Officer.

Under no circumstances shall sprayers, containers, clothing, personnel or other contaminated materials be washed within 50 feet of any running or dry stream course, lake, reservoir, wet meadow, or other wet area.

The Contracting Officer will use the following criteria to determine when application operations will cease:

1. Sustained winds in excess of 5 mph.
2. Precipitation, or a 70% or greater chance, predicted within 24 hours.
3. Foggy weather.
4. Excessive dew on target plants.
5. Temperature inversions that could lead to off-site movement of the herbicide mixture.

Batching of Herbicide Mix: Contractor shall do all batching of herbicide mix and conform to label instructions and safety requirements.

A graduated container of at least one-half gallon in size shall be used to measure chemicals and surfactants during the batching operation.

All batching of herbicide mix will be done in the presence of the Contracting Officer or their representative at the work site. The Contractor shall use only water sources approved by the Contracting Officer.

Glyphosate herbicide Mix for 100 gallons of 2% herbicide mix

1. 2 gallons of Glyphosate.
2. ¼ gallon of SLY-Tac Surfactant.
3. ¼ gallon of Becker Underwood Colorfast Purple.
4. Sufficient water to equal 100 gallons of mix.

Batching sequence is as follows:

1. One half of the water for the mix shall be put in the batch tank.
2. The herbicide and colorants shall be put in the batch tank next.
3. Begin agitation.
4. Add the remaining water in the batch tank while continuing agitation.
5. The last ingredient to be added to the tank will be the surfactant.

The herbicide mix shall be under constant agitation in the batch tank to prevent separation. All mix shall be sprayed out. The mix shall not sit overnight in the batch tank or other equipment.

Storing and Transporting Herbicides: All unattended herbicide concentrate shall be stored under lock and key in its original container.

The Contractor shall work with the Contracting Officer to insure a minimal amount of herbicide mix is moved between units.

Disposal of Containers: The Contractor shall dispose of the containers in the following Federal, State, and County regulations in the disposal of the empty herbicide containers.

Herbicide Spills: If a spill occurs, the contractor shall:

1. Take action immediately to contain the spill.
2. Notify the Contracting Officers' Representative on site.
3. Be under the control of the Contracting Officer during the spill clean up.
4. Be liable for all costs of damages, clean-up, and decontamination.

C.8-3 Contractor-Furnished Equipment

The contractor shall provide the following herbicides, adjuvants, and dye.

1. A 53.8% active ingredient glyphosate herbicide formulation without an integrated surfactant.
2. SYL-TAC (CA Reg. No 2935-50167).
3. Colorfast brand or equivalent purple dye.
4. Tree shields

All herbicides and adjuvants shall be provided in factory sealed containers no larger than 2.5 gallons each. Equivalent herbicides, adjuvants, and dye may be substituted only as approved by the Contracting Officer. Contractor shall provide clean water for the wash down packs.

All required chemicals shall be provided in sufficient quantities to complete the job.

Backpack sprayers: Shall have an adjustable pressure regulator or a pressure gauge mounted on the spray wand. All sprayers shall be equipped with a "TeeJet" XR80-04VS spray tip or

equivalent, with a 50 mesh screen. Plastic, brass, or aluminum spray tip nozzles shall not be used.

Batch tank: Shall be a mixing tank equipped with a constant agitator, a sight level in good condition to measure tank volume, and a leveling gauge which will be adequate for leveling the tank in all directions. The filler hose from the batch tank shall be equipped with a self-closing nozzle. The batch tank shall be in good condition, meeting all state requirements. The batch tank shall be mounted such that it can be moved and operated separately from the clean water tank; for example, mounted on a separate vehicle from the clean water tank, or mounted on a trailer.

All valves capable of emptying herbicide from the batch tank, must be lockable.

Clean water tank: Shall be a tank exclusively for water, having a back flow prevention device or proper air gap filling apparatus. The water tank and all drafting equipment must be free of pesticide and dye residue. Pesticides and dyes shall not be stored or transported in the same vehicle used to transport the clean water tank.

Tree Shield: A shield or cone to protect seedlings from herbicide spray. Each applicator shall carry a shield when there are seedlings in a unit under 2 feet in height.

Storage area: Locked area for herbicide and containers. This can't be inside of the passenger area of a vehicle.

Spill kit: Containing a minimum of 25 pounds of absorbent material such as kitty litter, two 30 gallon, 4 mil polyethylene garbage bags with ties, and 2 shovels.

Trailer hitches: Hitches used to tow equipment and trailers shall be securely mounted directly to the vehicle frame. Bumper hitches shall not be used unless specifically designed and rated for towing heavy loads.

Other: Contractor shall provide all other supplies and incidentals necessary to accomplish the required contract work while complying with herbicide label directions, pesticide application license requirements, and worker safety protection standards.

Personal protection equipment for workers: All safety equipment as listed on the herbicide label and as required by State and Federal regulations shall be used. Note that the State of California requires gloves and eye protection whenever working with pesticides.

Additionally, the following Forest Service requirements shall be met:

1. Hardhats without leather or other porous headband.
2. Disposable or washable long-sleeve coveralls. Clean coveralls, without tears, shall be worn each day.
3. Tee shirts and long pants shall be worn under coveralls.
4. Leather boots with socks.
5. Individual eye wash bottle (16 ounces of water), to be carried by applicator.

Workers shall change their personal protective equipment (PPE) and under clothes and wash thoroughly, wet areas of the skin if the workers PPE becomes sufficiently wet that spray material soaks through the PPE and under clothes.

Calibration and Equipment Check: Prior to and during work the Contracting Officer reserves the right to inspect, test, and approve equipment. For example, the Contracting Officer will check for cracked hoses, worn seals, and leaks.

Prior to and during work the Contracting Officer reserves the right to test and inspect the herbicide concentrate and mixture.

Prior to and during work the Contractor shall be required to calibrate his equipment in the presence of the Contracting Officer.

C.8-4 Government-Furnished Equipment

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

INSPECTION AND ACCEPTANCE

FAR 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/these address (es): www.aquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

E.1 Sampling

Plots. At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be: 1/50 acre

E.2 Specific Inspection Procedures

The Contracting Officer will make visual inspections while work is in progress for compliance with the terms of the contract.

Additionally, the Contracting Officer may make a systematic inspection using 1/50th acre (16.7 foot radius circle on a horizontal plane) plots to calculate an inspection quality based on application coverage and crop tree damage. Plots will be selected randomly and will not overlap. Sufficient plots will be taken to achieve a 1% sample of the treatment area (i.e. 1 plot for every 2 acres). Results will be recorded on inspection forms.

The quality of application coverage will be determined by observing the indicator dye or colorant on the target vegetation surfaces. To determine this, the inspection plots will be divided into four (4) quadrants on cardinal directions (North, South, East and West). Each quadrant will be examined for coverage. If more than 90% of the target vegetation surfaces within the quadrant have been treated to specifications, it will be considered acceptable.

To determine the percent satisfactory coverage, the number of acceptable quadrants will be divided by the total number of quadrants examined, then multiplied by 100 to give a percentage.

For example, out of a total of 30 plots examined (120 quadrants), 112 quadrants received acceptable coverage:

$$\text{FORMULA: } 112 / 120 \times 100 = 93 \%$$

Tree damage will be determined by inspecting each crop tree on the inspection plot. Crop trees will have unacceptable levels of damage if the following occurs:

Herbicide mixture or damage on more than 25% of the green crown.

1. Evidence of any amount of herbicide or damage on the terminal leader.
2. Any mechanical damage to the bole, limbs, or terminal leader of the tree.

Tree damage will be determined by dividing the number of damaged trees by the total number of trees in all inspection plots. Percent of damaged trees in excess of 5% will be deducted from the inspection quality.

To calculate inspection quality, inspection plots will be grouped by stand, and then stands will be grouped in order of treatment until the total number of plots equals or exceeds 30. An inspection quality percentage will then be calculated for each such group. Results will be rounded to the nearest whole percent.

EXAMPLE INSPECTION QUALITY CALCULATION: Inspection of two stands yields 25 and 15 plots respectively, which are then grouped to exceed 30 plots. In the total of 40 plots, 152 of 160 quadrants are acceptable, and 12 of 200 crop trees are damaged. The overall inspection quality would be calculated as follows:

$$\text{Application coverage} = 152 / 160 \times 100 = 95\%$$

$$\text{Crop tree damage} = 12 / 200 \times 100 = 6\% - 5\% = 1\% \text{ deduction}$$

$$\text{Inspection quality} = 95\% - 1\% = 94\%$$

Inspection results will be available to the contractor upon request.

E.3 Acceptance

Work on this contract will be deemed acceptable when the government's visual inspections show acceptable performance and sample plot data indicate a work quality of 90% or higher.

The following clauses which affect acceptance are incorporated by reference in Section I:

Responsibility for Supplies, Clause 52.246-16

Use and possession, Clause 52.236-11

E.4 Government Inspections

Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The Contracting Officer's Representative or designated inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

Compliance Inspections: Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by the Government.

Final Inspections. Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the Forest Service at least two working days advanced notice. Inspections will be completed within four working days after the notice is received if the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

Disputed Inspection The Contractor may request reinspection without rework if the results are unacceptable. Reinspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Reinspection will be accomplished within five working days after receipt of the contractor's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

If reinspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If reinspection results are greater than five percentage points above or below the first inspection, the reinspection results will be used.

If the reinspection results are within five percentage points of the first inspection, the Contractor shall pay the actual costs of the reinspection.

Reinspection after Rework Where rework after a failed inspection may improve the inspection results, the Contractor may rework the area and request (in writing) a second inspection. The Government will charge to the Contractor the cost of this additional inspection. Reinspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for reinspection at the time specified by the Contractor will not be reinspected, and the results of the first inspection will be final.

DELIVERIES OR PERFORMANCE

FAR 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/these address(es): www.acquisition.gov/far/

52.242-14 Suspension of Work (APR 1984)

Work Timing

The Contractor shall begin work within 3 calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Item No.1: Estimated Start Work Date/Contract Time (Calendar Days)

All Items April 3, 2018 25 Days

Failure to begin work on schedule will make the contract subject to immediate termination for default.

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The Government reserves the right to set the priority of items or subitems. Contractor shall complete all work on one subitem before proceeding to another.

If this solicitation has more than one numbered item, award of more than one item to one contractor will not change the start work dates or the amount of contract time; times will run concurrently.

Winter Shutdown

When winter weather sets in and the continuation of work is impractical, the Contracting Officer may authorize a total suspension until such time as work can proceed. During the period of total suspension, the calendar days elapsed will not be charged against the contract time.

-CONTRACT ADMINISTRATION DATA

Pre-work

Pre-work conference. Before work begins on service contracts, a pre-work conference is normally held to discuss the contract--especially the specifications, labor provisions, plan of work, and selected standard clauses. The pre-work meeting should be attended by an officer of the firm or someone designated in writing to act on behalf of the firm. The pre-work meeting may be waived at the discretion of the Contracting Officer.

Notice to Proceed.

A. No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed.

Measurement

Methods of Measurement.

Acreeage was measured on a horizontal plane using a Global Positioning System.

Remeasurement. Unless otherwise indicated by this contract, the contractor may request remeasurement of any quantities in Part B, when the units are acres or any linear measurement. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If remeasurement indicates a variance of five percent or less from the stated quantity, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the quantity as stated in Part B. If remeasurement indicates a variance more than five percent from the stated quantity, payment will be based on the remeasured quantity, and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the Government. Remeasurement of acreage will be done with two people using a hand compass and ground measurement or by means of a Global Positioning System. This clause is not applicable to quantities listed as estimated quantities.

Payment

Payments and Deductions. Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended non-work periods because of adverse weather, the Contracting Officer may authorize progress payments for partially completed sub-items on a case-by-case basis. In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below:

Payment will be made in full if inspection results are 90 percent or higher. No payment will be made if inspection results are less than 90 percent.

Contract Release. The following supplements the Payments clause in Section I:

Before final payment will be made the Contractor shall sign a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

Invoices.

Payment will be made from Contractor's invoice. Contract is required to load invoice into Invoice Processing Platform IPP with itemized invoice at IPP.gov

RETAINAGE (*applicable to service contracts where work accomplishments are measured in units other than time*)

The following supplements Clause 52.232-1, Payments:

The Contracting Officer may retain up to 10 percent of the invoiced amount if the contractor is behind schedule at the time the invoice is presented. "Behind schedule" means that the percentage of work completed is less than the percentage of time used.

GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Maps, Electronic shapefiles or track logs for uploading in GPS or mobile electronic device (smart phone, tablets).

SPECIAL CONTRACT REQUIREMENTS

STATE OF CALIFORNIA HUD ADDITIONAL REQUIREMENTS

This project is funded through the State of California Department of Housing and Community Develop. All Contractor's shall fully comply with the additional requirements included in the State of California Department of Housing And Community Development Provisions which are included in the addendum attached.

Please note that most provisional requirements are already covered in similar FAR clauses issued in the parent IDIQ. See attached addendum for further information.

Emergencies

Fire Plan

See Section J, Fire Plan

Superintendence by Contractor

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

Archaeological and Historic Sites

Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture archaeology, and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 432,433) National Historic Preservation Act of 1966 (16 U.S.C. 470) and implementing regulations (36 CFR 800), the American Indian Religious Freedom Act, and the Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by the Forest Service with blue and black stripped flagging.

Forest Service may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect Controlled Areas flagged on the ground in blue and black flagging, and all known and identified or discovered historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture against destruction,

obliteration, removal or damage during Contractor's operations. Contractor shall immediately notify Forest Service if damage occurs to any Cultural Resources and immediately halt operations in the vicinity of the Resource where damage occurred until Forest Service authorizes Contractor to proceed. If such damage is negligently or willfully caused by Contractor's operations, Contractor shall bear costs of investigation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

452.228-71 Insurance Coverage.

INSURANCE COVERAGE (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

Safety

When Contractor's operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install and maintain all temporary traffic controls, which provide the user with adequate warning of, hazardous or potentially hazardous conditions associated with Contractor's operations. This may require the use of flag persons in

addition to signing or other methods of warning. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

Spill Plan

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

Equipment Cleaning

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes equipment such as ATVs or chippers; it does not include service vehicles, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required. Contractor shall notify the Contracting Officer at least five days in advance of moving equipment in so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before moving to other Forest Service system lands which do not contain noxious weeds.

USE OF PREMISES

Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a camp site or trailer parking area of any employee working on the project for the Contractor.

Unless accepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State, and local regulations.

Control of Erosion, Sedimentation, And Pollution

Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

Landscape Preservation

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.

a. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Contracting Officer. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.

b. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer.

Approval of Subcontracting

The Contractor shall request approval from the Contracting Officer prior to entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The written notification shall include as a minimum:

- The name, address and telephone number of the subcontractor.
- The date upon which the subcontract was entered into and its duration
- A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.
- Documentation of the subcontractor's representative authority.

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract.

Public officials not personally liable

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

Designation of Contracting Officer's Representative

The Contracting Officer designates the Contracting Officer's Representative (COR). The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

On all matters that pertain to the contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

Equipment Cleaning

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required.

Contractor shall notify the Contracting Officer at least five days in advance of moving equipment in so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before moving to other Forest Service system lands which do not contain noxious weeds.

Loss, Damage or Destruction Equipment Furnished with Operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

Other. Even though this contract may provide for performing services at the direction of

Government personnel, the contract is not for personal services, and neither the Contractor nor his or her personnel are Government employees. The Government assumes no liability for

Employment of Eligible Workers

a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural workers

1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. Definitions

a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa ("H-2B worker") may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis. i. A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

ii. An overnight absence from the migrant workers permanent place of residence is required.

iii. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:

- Spouse
- Children, stepchildren, or foster children

- Parents, stepparents, or foster parents, or
- Brothers and sisters

c) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

3. Registration Requirements

a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at

<http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.

b) Any contractor who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration

(http://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections

a) Worker Information Posters i. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.

ii. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

b) Personal protective equipment i. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA

requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.

iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes: • Head Protection

- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Foot Protection
- Hand Protection

iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

- MSPA – Forestry Working Conditions Checklist
- Manual Tree Planting
- Spraying
- Firefighting

c) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. Employment Requirements - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

a) Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

b) Contractor Employee List. Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation

a) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles.

Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

b) See Fact Sheet #50: Transportation Under MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. Housing

a) The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

b) Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled "452.236-72 Use of Premises" in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

- i. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

- ii. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

- iii. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

- iv. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

- v. Damaging or removing any natural feature or other property of the Forest Service is prohibited.

vi. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

vii. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.

viii. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.

ix. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

x. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

xi. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (band-aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages
- Scissors
- At least one blanket
- Tweezers
- Adhesive tape
- Latex gloves, and
- Resuscitation device such as resuscitation bag, airway, or pocket mask.

xii. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

xiii. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

xiv. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

xv. If authorized to have an open fire, the Contractor shall comply with the following fire regulations: • A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.

- All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.

- All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
 - All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.
- c) Include the instructions below, Representations, certifications, and other statements of offerors or respondents. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements.

Workforce Certification

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)

Authorization includes:

Transporting workers

Driving

Housing workers

Company has applied for certificate of registration on _____.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract.

Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

Information about licensing requirements and procedures may be obtained from the following:

I, on behalf of said Company, certify to the above responses.

(Signature) (Date)

(Printed Name) (Title)

Please refer to FSH 6309.32 4G22 for additional guidance

LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract and are included below.

Title	Pages
NDR Service Contract Addendum	4
Maps	4
SCA Wage Determination Attachment 6	4
Capabilities sheet (included)	2
Data Table 2	1

(a) **RESPONSE TO EVALUATION FACTORS**

Name of the firm:

Experience of the Firm

What contracts has your firm performed which are similar in scope, magnitude, and complexity to this project? (You need not list more than 5.)

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

What other contracts has your firm performed in the past three years that would show your firm's capability to undertake this project?

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

If yours is a new firm or has no directly relevant experience, how do you propose to acquire the expertise to perform the contract? (*e.g., subcontracting arrangements [list subcontractors and their experience], hiring experts [list key personnel and their experience]*)

Subcontractor	Expertise	Experience
Key Person	Expertise	Experience

New Hires for this contract.	Section 3 Requirement	

Past Performance Information

Whom may we contact concerning your performance on the projects listed above? (If reference is for a subcontractor or key person, identify which subcontractor/key person is referenced.)

Name	Address	Phone	FAX	e-mail	Project(s)

Understanding of the Work

a) How extensive was your site visit for this project? (e.g., ‘didn’t visit;’ ‘drove by some areas;’ ‘walked each acre.’)

b) What did the site visit reveal about the comparative difficulty of the project—e.g., the problems that are likely to be encountered during performance?

c) How many and what types of workers will be assigned to the project?

c.1) Will you be hiring new personnel for this project? Will they be from the local area? (See Addendum)

d) What equipment will you use for this project?

e) What is your plan for safety at the job site(s)? Identify the hazards specific to the site(s) and the types of work being performed and how you plan to mitigate the risks—to your workers, FS inspectors, and the public.

f) What sequence of work are you planning to ensure timely completion of the project? (*i.e., what areas or work processes will be done first? next? last?*)

g) What contracts do you currently have scheduled to which you will need to commit resources during the period for the performance of this project?

Name of Project	Type of Project	Scope/magnitude	Work performed for	Phone	Completion Date

The offeror will submit a safety plan for this specific project that will address, among other things, a communications plan, egress of injured workers and protection of the public and Government personnel.

