



United States
Department of
Agriculture

Forest
Service

Central California
Acquisition Service
Area

Inyo National Forest
Lake Tahoe Basin MU
Eldorado National Forest
Tahoe National Forest
Plumas National Forest
Stanislaus National Forest

File Code: 6320

Date: April 30, 2020

RG'Z Forestry LLC
307 Chestnut St.
Medford, OR 97501-1613

EMAILED TO: rzforestry@gmail.com

Dear Sir ,

Thank you for responding to solicitation 129JGP20Q0032. Your bid of \$417,045.00 for all Items minimum quantities for the 2020 HUD Herbicide Site Prep is accepted and award has been made to you under Contract number 129JGP19C0028.

Changes to your company's profile in the System for Award Management (SAM) do not automatically feed into our financial system. If your company's SAM profile has changed, or changes during the course of this contract, please notify our office immediately.

The Contracting Officer's Representative (COR) for this project is Chris Wilkinson, and she may be reached at 209-962-7825x536 or Christina.Wilkinson@usda.gov. The prework conference will be scheduled within the week.

Sincerely,

Olaine T. Martinez
Contracting Officer

cc. COR



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:	Chris Wilkinson	Contract No.:	129JGP20C0028	File Code:	6320
To Address:	Groveland R.D. 24545 Hwy 120 Groveland, CA 95321	Unit:	Stanislaus National Forest		
		Project:	2020 HUD Herbicide site prep		
		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 **05/25/2020** **07/07/2020** 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.

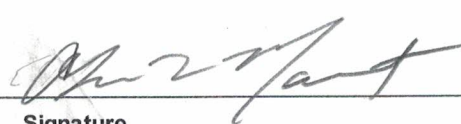
In accordance with the Federal Acquisition Regulation (FAR) Part 1.602-2(d):

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.

OLAINE MARTINEZ

Contracting Officer's Name (Print or Type)

CC: Contractor and Contract File



Signature

04/30/2020

Date

FOREST SERVICE CONTRACT

Contract No.: 129JGP20C0028

Project: 2020 HUD Herbicide Site Prep

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 991781	PAGE OF 1 3
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2. CONTRACT NO. 129JGP20C0028	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
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15. DELIVER TO USDA FOREST SERVICE STANISLAUS NF SO SUPERVISOR OFFICE 19777 GREENLEY ROAD SONORA CA 95370	CODE 9A55	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. 5417784675	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	2020 HUD Herbicide Site Prep Award all item. Total Award of minimum. \$417,045.00 Delivery: 07/07/2020 Agency Code: FS00 Budget Yr Start: ZZ SHC: 0516NFXN7R18 BOC: 2540 Period of Performance: 05/25/2020 to 07/07/2020 2020 HUD Herbicide Site Prep 377 Acres Min Gallon 11,310 5.80 ea Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				65,598.00

25. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0516NFXN7R18.2540...	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$417,045.00
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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.

<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)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) TRACY MARTINEZ
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Obligated Amount: \$65,598.00				
0002	2020 HUD Herbicide Site Prep 457 acres Minimum Gallons 13,590 @ \$5.80 EA Obligated Amount: \$78,882.00				78,882.00
0003	2020 HUD Herbicide Site Prep 368 acres Minimum Gallon 10,410 @ \$6.10 EA Obligated Amount: \$63,501.00				63,501.00
0004	2020 HUD Herbicide Site Prep 249 acres Minimum Gallon 7,320 @ \$5.89 EA Obligated Amount: \$43,114.80				43,114.80
0005	2020 HUD Herbicide Site Prep 426 Acres Minimum Gallon 12,630 @ \$6.20 EA Continued ...				78,306.00

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

129JGP20C0028

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$78,306.00				
0006	2020 HUD Herbicide Site Prep 246 acres minimum Gallons 7,260 @ \$5.89 EA Obligated Amount: \$42,761.40				42,761.40
0007	2020 HUD Herbicide Site Prep. 259 acres minimum Gallons 7,620 @ \$5.89 EA. Obligated Amount: \$44,881.80				44,881.80
	The total amount of award: \$417,045.00. The obligation for this award is shown in box 26.				

**Combined Solicitation & Synopsis
HUD FY20 Herbicide Release
129JGP20Q0032**

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.129JGP20Q0032 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 Millions. The government intends to award multiple awards of **Firm Fixed Price Contracts**. The Government Reserves the right to award to single awardee if a single award is the best value.

Closing date of Solicitation is: April 3, 2020 4:00 p.m. PST
Projected Award Date is: April 13, 2020

B.1			UNIT	UNIT			
ITEM	DESCRIPTION	UNIT	QTY	QTY	UNIT	TOTAL	TOTAL
NO.			MIN	MAX	PRICE	MIN	MAX
1	Herbicide site prep (377 acres)	Gallon	11,310	22,610	\$ 5.80	\$ 65,598	\$ 131,138
2	Herbicide site prep (457 acres)	Gallon	13,590	27,180	\$ 5.80	\$ 78,822	\$ 157,644
3	Herbicide Site Prep (368 acres)	Gallon	10,410	20,820	\$ 6.10	\$ 63,501	\$ 127002
4	Herbicide Site Prep (249 acres)	Gallon	7,320	14,640	\$ 5.89	\$ 43,114.8	\$ 86,229.6
5	Herbicide Site Prep (426 acres)	Gallon	12,630	25,260	\$ 6.20	\$ 78,306	\$ 156,612
6	Herbicide Site Prep (246 acres)	Gallon	7,260	14,520	\$ 5.89	\$ 42,761.4	\$ 85,522.80
7	Herbicide Site Prep (259 acres)	Gallon	7,620	15,240	\$ 5.89	\$ 44,881.8	\$ 89,753.6

1. Responses for quantities less than those listed in the numbered items may be rejected.
2. Responses without prices for each item and sub-item may be rejected.
3. Contractor will provide the estimated minimum herbicide gallon amount for each unit. Any amount over the minimum estimate up to the maximum estimate is at the discretion of the COR and shall be based on vegetation type, vegetation amounts, vegetation heights, and the unit needs.

You may find the Line Item unit breakdown at attached Table 1.

DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

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 items the contract clearly states will 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 the Contractor is absent 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).

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/or are labeled as "CA" on unit maps. See Section J 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.

Maps

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

Estimated Start Date & Contract Time

Estimated Start Date: *April 27th, 2020*

Number of Calendar Days Required: *40 Day*

see also Section 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 unit will be treated.
6. Each unit shall be completed prior to starting work on the next unit.

Licenses and Insurance

The Contractor shall obtain the insurance and licenses listed here.

MSPA Card (Form WH510): Applicable when Contractor uses H2B/MSPA Employees. 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, have a State of California Qualified 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.

Camping and Housing

Camping is not permitted in US Forest Service campgrounds. Contractor 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.

Technical Requirements

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 conifer 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, California nutmeg, Dogwood, oaks, all riparian species, Elderberry, Hazelnut, and Willow.

Protected Oaks: Where available, five oaks per acre that are at least 0.5 inches DBH and 8 feet tall.

Target vegetation: All green plants not identified as crop trees 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.

Specifications

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 Qualified 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 or overlap. 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 60 gallons per acre.

Crop trees in all units shall be protected from herbicide mixture in the following manner: Seedlings up to 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) backpack 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 shall 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 protected oaks unless noxious weeds are present. These oaks shall be identified during application by the contractor 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 bristles, 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. Less than 30% relative humidity
6. Temperature that exceeds 85 degrees Fahrenheit
7. 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 SYL-Tac Surfactant.
3. ¼ gallon of Hi-Light Blue Dye.
4. Sufficient water to equal 100 gallons of mix.
5. No-foam agent as needed

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 ingredients to be added to the tank will be the surfactant, and then a no-foam agent as needed.

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 ensure a minimal amount of herbicide mix is moved between units.

Disposal of Containers: The Contractor shall follow all 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 Officer's 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.

Contractor-Furnished Equipment

The Contractor shall be required to have all the following materials and equipment necessary to perform the work:

Contractor shall provide the following herbicides, adjuvants, and dyes:

1. A 53.8% active ingredient glyphosate herbicide formulation without an integrated surfactant.
2. SYL-TAC® (CA Reg. No 2935-50167).
3. Hi-Light® Blue dye.
4. No-foam agent
5. Tree shields (can be not required with approval of CO unit by unit basis)

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 headbands.
2. Disposable or washable long-sleeve coveralls. Clean coveralls, without tears, shall be worn each day.
3. T-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.

If the workers' personal protective equipment (PPE) becomes sufficiently wet that spray material soaks through the PPE and under clothes, workers shall immediately change their PPE and under clothes and wash the affected skin area(s) thoroughly.

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.

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.

- 1) Maps, electronic shapefiles, and/or track logs for uploading in GPS or mobile electronic devices (smart phones, tablets, etc.).

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)

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.

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

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.

SECTION F. 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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

Work Timing:

The Contractor shall begin work within 5 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:

Estimated Start Work Date/Contract Time (Calendar Days):

All Items: April 27th, 2020 40 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.

No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed. A notice to proceed may be issued at contractors request for the ordering of Herbicide.

Measurement:

Acreage 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 accepted 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. Contractor shall utilize Invoice Processing Platform website to load invoices at IPP.gov.

Retainage: 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, electronics shapefiles, and track logs for uploading in GPS or mobile electronic devices (smart phones, tablets, etc.).

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	8
SCA Wage Determination Attachment 6	4
Capabilities sheet (included)	2
Data Table 1 & 2	3

CONTRACT TERMS AND CONDITIONS

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/

The following provision(s) are hereby incorporated by reference or full text as appropriate: 52.212-1 Instructions to Offerors-Commercial Items (OCT 2018)
52.212-4 Contract Terms and Conditions--Commercial Items (Oct 2018)
52.223-1 Biobased Product Certification (MAY 2012)
52.223-4 Recovered Material Certification (MAY 2008)

FEDERAL ACQUISITION REGULATIONS (FAR)

- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.242-14 Suspension of Work (APR 1984)
- 52.242-15 Stop Work Order (AUG 1989)
- 52.246-4 Inspection of Services – Fixed-Price (Aug 1996)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Suspension of Work (APR 1984)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (Jan 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(5) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

X_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), with Alternate I (*Oct 1995*) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#))).

__ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June 2010*) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5)[Reserved].

X_ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).

X_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct 2015*) ([31 U.S.C. 6101 note](#)).

X_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct 2018*) ([41 U.S.C. 2313](#)).

- __ (10)[Reserved].
- __ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Nov 2011*) ([15 U.S.C.657a](#)).
 - __ (ii) Alternate I (*Nov 2011*) of [52.219-3](#).
- __ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct 2014*) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - __ (ii) Alternate I (*Jan 2011*) of [52.219-4](#).
- __ (13)[Reserved]
- X_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov 2011*) ([15 U.S.C.644](#)).
 - __ (ii) Alternate I (*Nov 2011*).
 - __ (iii) Alternate II (*Nov 2011*).
- __ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June 2003*) ([15 U.S.C. 644](#)).
 - __ (ii) Alternate I (*Oct 1995*) of [52.219-7](#).
 - __ (iii) Alternate II (*Mar 2004*) of [52.219-7](#).
- X_ (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
 - __ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug 2018*) ([15 U.S.C. 637\(d\)\(4\)](#))
 - __ (ii) Alternate I (*Nov 2016*) of [52.219-9](#).
 - __ (iii) Alternate II (*Nov 2016*) of [52.219-9](#).
 - __ (iv) Alternate III (*Nov 2016*) of [52.219-9](#).
 - __ (v) Alternate IV (*Aug 2018*) of [52.219-9](#)
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov 2011*) ([15 U.S.C. 644\(r\)](#)).
- X (19) [52.219-14](#), Limitations on Subcontracting (*Jan 2017*) ([15 U.S.C.637\(a\)\(14\)](#)).
 - __ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan 1999*) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Oct 2019*) ([15 U.S.C. 657f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul 2013*) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec 2015*) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec 2015*) ([15 U.S.C. 637\(m\)](#)).
- X (25) [52.222-3](#), Convict Labor (*June 2003*) (E.O.11755).
- __ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2020*) (E.O.13126).
- X_ (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).
- X_ (28) (i) [52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).
 - __ (ii) Alternate I (*Feb 1999*) of [52.222-26](#).
- __ X_ (29) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C. 4212](#)).
 - __ (ii) Alternate I (*July 2014*) of [52.222-35](#).
- __ X_ (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
 - __ (ii) Alternate I (*July 2014*) of [52.222-36](#).

- __ (31) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- __ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- X_ (33) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- X_ (34) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- __ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- __ (38) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- __ (39) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- __ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- __ (41) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- X_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- __ (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- __ (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- __ (45) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
- __ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- __ (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- __ (47)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (*May 2014*) of [52.225-3](#).
- __ (iii) Alternate II (*May 2014*) of [52.225-3](#).
- __ (iv) Alternate III (*May 2014*) of [52.225-3](#).
- __ (48) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X_ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X_ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332)

__ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

__ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Feb 2006) of 52.247-64.

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

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

X_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

(viii) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U](#)

- (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)
- (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (*Jan* 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDUM TO FAR 52.212-5

The following clause(s) are hereby incorporated by reference or full text as appropriate:

- 52.204-4 Printed or Copied Double-Sided On Recycled Paper (May 2011)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service And Construction Contracts (Sept 2013) ([Http://Www. Biopreferred.Gov](http://Www.Biopreferred.Gov))
- 52.223-3 Hazardous Material Identification And Material Safety Data
Alternate 1 (Jul 1995)
- 52.223-10 Waste Reduction Program (May 2011)
- 52.223-12 Refrigeration Equipment And Air Conditioners (Jun 2016)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

08010 Brush Commercial Thinner GS-4	\$18.68/hour w/locality
08070 Faller/Bucker WG-5	\$20.03/hour
08310 Slash Piler/Burner GS-4	\$18.68/hour w/locality
08100 Fire Lookout GS – 4	\$ 18.68/hour w/ locality
08250 General Forestry Laborer WG – 2	\$ 15.89/hour

52.212-3 Offeror Representations and Certifications-Commercial Items (D 2019)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following:

RGZ FORESTRY LLC

307 Chestnut St, Medford, OR,97501

541-778-4675

rgzforestry@gmail.com

Contract information

Name:

2020 HUD Herbicide Site Prep

Solicitation number:

Notice ID

129JGP20Q0032

Original Set Aside: Total Small Business Set-Aside (FAR 19.5)

Product Service Code: F021 - NATURAL RESOURCES/CONSERVATION- SITE PREPARATION

NAICS Code: 115310 - Support Activities for Forestry

Place of Performance:

Groveland, CA 95321

USA

About us

RGZ FORESTRY LLC, was establish in 2012 by Saul Rodriguez and Maria Rodriguez. Our Family has been in the reforestation business more than 30 years. Our experience is what makes the difference.

RGZ FORESTRY LLC, has successfully finished many contracts with private landowners, State and federal agencies. We do estimates based on our customers' needs we can estimate projects per acre or per hour, also we provide all the equipment needed on the projects, our crews are trained to complete any reforestation work related work with high-quality expectation including: Herbicide applications, thinning, hand pilling, planting, release etc.

Company Information:

8(a) Certified

Multiple licenses for up to 15 states

Duns:078500575

What we do?

With our experience, we provide quality to our customers, and one of our goals is to preserve the forest and wildlife. We are here to help you. We specialized on:

- **Herbicide applications**
- **Thinning**
- **Slashing**
- **Release**
- **Tree planting**
- **Gopher control**
- **Tubbing, etc.**

How Contacts us?

Manager and President

Saul Rodriguez

(541)778-4675

rgzforestry@gmail.com

Past Performance

<p>Name of Project: King fire Herbicide and site Prep. Contract #129JGPI9Q0031 Description: Broadcast foliar application of herbicide mixture using backpack sprayers to all target vegetation. Key personal for this project Hector Salazar was the pesticide applicator and Jaime Rodriguez was the foremen, both were using Avanza maps to document which areas were treated and to document quality control and rate of difficulty on each unit. They work good as team, having constant communication while work was being performed.</p>	<p>Location: Georgetown, CA.</p>	<p>Total Cost: \$485,959 Dates: May 2019/June 2019</p>
<p>Name of Agency: USDA</p>	<p>Point of Contact: Jim Ingram (COR)</p>	<p>Phone: 530-333-5530</p>

<p>Name of Project: Ground Herbicide 1174 Contract #1774 Description: Broadcast foliar application of herbicide mixture using backpack sprayers to all target vegetation.</p>	<p>Location: Sedro Woolley WA.</p>	<p>Total Cost: \$182,000 Dates: July-August 2019</p>
<p>Name of Agency: Washington Department of Natural Resources</p>	<p>Point of Contact: Peter Hud</p>	<p>Phone: 360-854-2881</p>

<p>Name of Project: 2019 Noxious Ground spray Contract# none</p>	<p>Location: Roseburg, OR.</p>	<p>Total Cost: \$20,420 Dates:</p>
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<p>Description: Broadcast foliar application of herbicide mixture using backpack sprayers to all target vegetation. Key personal for this project</p> <p>Hector Salazar was the pesticide applicator and Saul Rodriguez was the foremen, both were using Avanza maps to document which areas were treated and to document quality control and rate of difficulty on each unit. They work good as team, having constant communication while work was being performed</p>		<p>October 2018/ December 2018</p>
<p>Name of Agency: Titan Kelley</p>	<p>Point of Contact: Roger Johnson</p>	<p>Phone: 541-751-5181</p>

Key Personal and Experience

Saul Rodriguez He is a licensed pesticide applicator with over 14 years of experience in forestry. He has 8 years of experience of being a foreman, tree planting inspector, and 5 years of experience as an herbicide applicator in four different states, also he has 8 years of experience of being a wild land firefighter, and one year as squad boss trainee. His experience includes; precommercial thinning, brush slash, tree planting, tubing, Broadcast spraying, Hack and squirt, tree removal, Inspections, gopher bating and other forestry related work.

Project name: King fire Herbicide Project # 129JHPCI80038	Location: El Dorado National Forest Pacific and Georgetown Ranger District	Value: \$315,888
Dates: May 2018/July 2018	Agency: USDA	Point of contact: Olaine T Martinez Tel:530-478-6823 tracymartinez@fs.fed.us

Project name: Hack and Squirt Project # none	Location: Roseburg, OR.	Value: \$18,713
Dates: October 2018/ December 2018	Agency: Private	Point of contact: Mike Backen Tel:541-7720505 mbacken@irtco.com

Project name: 2019 Noxious Ground Spray Project # None	Location: Roseburg, OR.	Value: \$20,420
Dates: October 2018/December 2018	Agency: Private	Point of contact: Roger Johnson Tel:5417515181 rogerjohnson@yahoo.com

Jaime Rodriguez started working in the reforestation sine 2005, he is one of our Bilingual Crew leaders, he is capable to handle big crews, his experience includes: precommercial thinning,

brush slash, tree planting, tubing, Broadcast spraying, Hack and squirt, tree removal, Inspections, gopher bating and other forestry related work.

Project name: 2019 King fire Herbicide Project # 129JGPI9Q0031 Position: Foreman	Location: Georgetown, CA.	Value: \$485,959
Dates: May 2019/June 2019	Agency: USDA	Point of contact: Jim Ingram Tel:530-333-5530 jingram@fs.fed.us

Project name: 2019 Bass Lake Planting Release Herbicide Project # 129JGP18R0024	Location: Fresno, CA	Value: \$36,000
Dates: July 2019	Agency: USDA	Point of contact: Francey blaugrund Tel:559-877-2218 Francey.blaugrung@usda.gov

Hector Salazar has been a forestry worker for over 27 years, he is a licensed pesticide applicator in more sixteen different states. He has 15 years of experience as squad boss. Hector

has successfully accomplished many contracts for the Government and Private sectors also he has the experience to handle crews up to 15 workers. All his experience includes; precommercial thinning, brush slash, tree planting, tubing, Broadcast spraying, Hack and squirt, tree removal, Inspections, gopher bating and other forestry related work. With all his experience and excellent past performance, we are happy that now he is part of our team.

Project name: 2019 King fire Herbicide Project # 129JGPI9Q0031 Position: Herbicide Applicator	Location: Georgetown, CA.	Value: \$485,959
Dates: May 2019/June 2019	Agency: USDA	Point of contact: Jim Ingram Tel:530-333-5530 jingram@fs.fed.us

Project name: Ground Herbicide 1174 Contract # 1774	Location: Sedro Woolley WA	Value: \$182,000
Dates: July/August 2019	Agency: Washington Department of Natural Resources	Point of contact: Peter Hud Tel:360-854-2881

Fernando Benicio started working for RGZ FORESTRY 4 years ago, as a forestry worker, but he specialized as a sprayer, and last year he became licensed pesticide applicator in California. He is fluent in English and Spanish.

Project name: 2019 King fire Herbicide Project # 129JGPI9Q0031 Position: Sprayer	Location: Georgetown, CA.	Value: \$485,959
Dates: May 2019/June 2019	Agency: USDA	Point of contact: Jim Ingram Tel:530-333-5530 jingram@fs.fed.us

Project name: Ground Herbicide 1174 Contract # 1774	Location: Sedro Woolley WA	Value: \$182,000
Dates: July/August 2019 Position: Sprayer	Agency: Washington Department of Natural Resources	Point of contact: Peter Hud Tel:360-854-2881

Project name: 2019 Bass Lake Planting Release Herbicide Project # 129JGP18R0024	Location: Fresno, CA	Value: \$36,000
Dates: July 2019 Position: Sprayer	Agency: USDA	Point of contact: Francey blaugrund Tel:559-877-2218 Francey.blaugrung@usda.gov

Luis Miguel Arteaga Rios has been a forestry foreman for the last 6 years for other big companies in this industry ,he specializes in ; tree planting, tubing, Broadcast spraying, Hack and squirt, tree removal, Inspections, precommercial thinning, brush slash also he has the experience to handle crews up to 15 -20 workers . Just earlier this year he became part of RGZ FORESTRY foremen.

Statement of Work

Schedule. Our work schedule for this project will be from Monday thru Saturday starting at 06:00 hrs. and ending at 13:30 hrs. / 7 hrs. per day. (The schedule may change depending on the circumstance and if is needed the crews are available to work during the weekends). and will take half hour break for our employees to rest and for management to discuss performance improvements if needed. All our management personnel are fluent in the English language and will maintain constant communications with Contracting Officer Representative about the work being performed and ask if improvements are needed to complete the project with satisfactory results.

Estimated acres/gallons per day:2000 min gallons per day per crew, 4000 totals.

Estimated days: Min QTY 15 days /Max QTY 17 days

Work force

Crew #1

- Experience Foreman
- California licensed Qualified herbicide Applicator.
- 16 sprayers
- 2 sprayers with clean water /wash down solution

Crew #2

- Experience Foreman
- California licensed Qualified herbicide Applicator.
- 16 sprayers
- 2 sprayers with clean water /wash down solution.

Tolls and Equipment.

To prevent interruptions to work performance and quality; all our equipment reliability is carefully inspected to ensure they are in excellent working condition and are safe to use. All defective equipment will be replaced by new one as soon as possible.

- Stihl Backpack sprayers with "TeeJet" XR80-04VS
- Fire tools
- Chainsaw
- GPS (Avanza Maps)

Work plan

Each foreman will have the crew organized in a line format at the appropriate spacing in a systematic manner, applying the herbicide mixture to all target vegetation in each stand. the foreman will make sure each unit has a uniform coverage (Not running off) and making sure all target vegetation interior surfaces of large and dense target species are being sprayed. The crew members will be spraying all the target vegetation described in this contract. All non-target vegetation will not be treated and in case a non-target vegetation or protected trees (Crop trees) are sprayed by accident with the herbicide mixture, it will be washed down with wash down solution immediately.

Strategies and Specifications

- The Foreman will explain to the crew of all the exclusions, rules and requirements that are specified in this contract, the foreman will make sure each member of the crew understands all the mentioned before performing work.
- The Foreman will have the crew in a line format at the appropriate spacing, to cover each area in systematic manner and to avoid accidents.
- Each member of the crew will be advised about all the specifications, rules and restrictions described in this contract, also all our crew members will follow all local, state and federal laws and regulations.
- **Protected trees from herbicide mixture** Each crew member will have caution when spraying around protected trees or all other non-target vegetation. Crop trees will be protected from the herbicide mixture in all the units, seedling up 2ft in height will be protected from the herbicide mixture using cones without damaging the tree, trees taller than 2 ft will be protected by direct spray application. All other specification described in this section of the contract will be followed by the foreman and each crew member.
- **Wash down solution:** 5 gallons of water and on 3 oz. bar soap per back pack of water.

Quality Control

- The foreman will have constant communication with government officials, to ensure the contract work is performed properly and contract specifications are being followed
- The Foreman will be the Quality Control Inspector that will constantly monitor and document work that is being performed, correct any work deficiencies. To ensure work is being performed to meet contract specifications.
- The foreman will do daily monitor with GPS all areas that are being sprayed.
- The Foreman will explain to the crew of all the exclusions, specifications, rules and requirements that are specified in this contract, the foreman will make sure each member of the crew understands all the mentioned before performing work.

Application Rates:

- Application rate will not exceed 60 gallons per acre.

Application Operation criteria

- Sustained winds in excess of 5 mph.
- Precipitation, or a 70% or greater chance, predicted within 24 hrs.
- Foggy weather
- Excessive dew on target plants
- Less than 30% relative humidity
- Temperature that exceeds 85 degrees Fahrenheit
- Temperature inversions.

Chemicals and Surfactants

- A 53% active ingredient glyphosate herbicide formulations without an integrated surfactant
- SYL-TAC

- Hi light blue dye
- No-foam agent

Flammable chemicals will be stored in approved locations in accordance with the label. Toxic and corrosive chemicals will be stored apart from flammable chemicals and will be further segregated according to acidity and/or alkalinity.

- All applications will be within the perimeter of the Government Provided project shape files
- No application of herbicide will be done within 10 ft of any meadows, perennial, intermittent, ephemeral stream courses or special aquatic features such as springs, seeps and fens.
- No herbicide will be applied within 20 feet of the bole of leave oaks unless noxious weeds are present.
- Non-target vegetation will not be spray in any unit.
- The Licensed pesticide applicator will follow all herbicide label instructions including when mixing formulation and spray drift management instructions.
- All herbicide will be storage -as is described on label.
- All rules described on the EPA and California Regulations will be followed by all the crew members.
- The Licensed pesticide applicator will do all batching of herbicide mix following batching sequence as described in this contract.
- The Licensed pesticide applicator will do all batching of herbicide mix and conform to the label instructions and safety requirements.
- The Licensed pesticide applicator will use 2 one half gallon to measure Chemicals and surfactants during the batching operation.
- The licensed pesticide applicator will monitor and document daily pesticide applications records (**PARs**)
- The Foreman will have the crew cleaning out and washing all the equipment at the end
- **Safety Data Sheets and Hazardous Materials Inventory List.**
- The Safety Officer is responsible for obtaining SDS's for every chemical used by **RGZ FORESTRY LLC** The Safety Officer will maintain a master copy in the main office. In addition, the Safety Officer will review the SDS's for all chemicals used to determine if additional precautions or special personal protective equipment will be required in order to ensure employee safety.
- Supervisors will be responsible to maintain readily accessible copies of the SDS's at the job sites and to ensure that all employees are aware of the location.
- SDS requests. A request letter will be forwarded to any vender who does not provide an SDS with a product received by this company.
- Hazardous Substances Inventory. The Company maintains an inventory of all known hazardous substances in use on the job site. A chemical inventory list is available from the Safety Officer.

- Hazardous substances brought onto the job site by the company will be included on the hazardous chemical inventory list in the SDS Book or in a separate SDS log for specific job information.
- of each workday on the designated clean up location designated by the CO.

Spills. In case of spill occur, the contractor will report immediately to the authorized Contracting officer and the appropriate local authorities including, HAZMAT, the National Response Center and OERS. We equipped our batch trucks with spill kits that are more than sufficient to treat any spill that includes absorbent material, shovels, garbage bags with labels, paper towels, hose clams, duct tape and other handful tools to stop any leak from the herbicide tank ,hose or any other container with herbicide mixture. Our herbicide applicators have the knowledge to control and clean up chemical spills quickly and safely.

HAZMAT	1-800-467-4922
National Response Center	1-800-424-8802
OERS	1-800-452-0311
Poison Control	1-800-222-1222
Chemtrec	800-424-9300

Spill kit Our trucks are equipped with a spill kit that includes absorbent material, shovels, garbage bags with labels, paper towels, hose clams, duct tape etc.

Vehicles. Our vehicles are equipped with first-aid kits and fire extinguishers and placed where employees will have easy access to them. All our management personnel have First-Aid/CPR training and are ready for any emergency. Our vehicles are in excellent conditions, but they are also inspected before work begins to ensure their good performance and are safe to use. All our drivers are responsible and are certified by the US Department of Transportation. Rgz tries very hard to prevent accidents and avoid anything that may compromise the safety of our employees. All employees are aware of the dangers of performing reforestation work and related operations and will apply safety measures responsibly.

Proposed vehicle for this project:

- 3van (15-passenger) for employees and tools transportation purposes.
- 3 Batch truck with 750-gallon tank and 1000 feet of high-pressure hydraulic hose, can be pulled into the unit or get closer to the unit in case any staging area, also can retrieved in matter of minutes. being able to pull the hose into the unit to fill the back packs sprayers allows us to get the chemical to the workers faster without a lot of down time for walking to refill, this enables us to produce more per man and should lessen government administrative costs by shortening the time for the job and getting the job done in the time allotted. Our batch trucks are modern equipped to perform simultaneous and on a large-scale application.
- 3 Trailer with a 1,100-gallon tank and aluminum compartments that can be locked.
- 1 2016 truck 4500 Ram to pull a trailer for just chemical.

- To minimize the introduction and spread of invasive plant species on public land all our equipment and vehicles including trailers will be pressure wash and our crew will also follow all the specifications described in this contract.

Safety wear. All our crew members will be wearing the appropriate PPE (Personal Protective Equipment) including hardhats, glasses, boots, gloves, coveralls, eye wash bottle per applicator etc., to guarantee minimal exposure from the Herbicide mixture. PPE all the protective gear and equipment that we provide for our members in compliance with all OSHA and state of Nevada regulations for the application of herbicide and the use of equipment. We also followed the rules and regulations described on the herbicide label and the SDS to our foreman's.

Safety Plan. The company's safety guidelines focus mainly on employee safety and communications. Our managers will carefully review contract specifications. Then a meeting with crew members will be arranged to review safety measures involved on the project and steps to take to develop and maintain an accident-free work environment, evacuation, meeting point, point of contact etc. All our foremen are trained to assist our employees in case of emergency with first aid training but if it's a serious injury the foreman will contact the local hospitals and emergencies to provided prompt care to the injured employee. All our vehicles include a satellite phone and radio in case phone service is not available at the time of the accident, we also provide first aid kit and emergency stretcher.

Some of the Subjects Reviewed are:

- Safety Equipment to Employ
- Safety Precautions to Take
- Review Project Maps.
- Identify Possible Evacuation Routes.
- First-Aid Kits and Fire Extinguisher Locations found in vehicles.
- Highlight Possible Hazards.
- Accident Prevention Advice.
- Inform personnel about *endangered species* found in the project area. *If any*

Emergency Plan Before departing to work, our team and the supervisors will discuss about emergencies situations, we analyzed with them how to handle any type of emergency and how can they respond quickly, appropriately, and effectively, our Supervisors and the safety manager reviewed together the evacuation coordinates/emergency exist and Hospital routes for each unit we also provide all the coordinates in physical maps and thru pdf maps for each unit .All that information is given to the supervisor on the safety plan book written just for this project we also provided an extra copy of the safety plan and the evacuations points/coordinates on each vehicle in case one gets lots or damage.

Covid-19 To Protect our Employees and other individuals from the spreading of Covid-19, our staff members have been encouraged to follow the recommendations in the guidance on preparing workplaces for Corvid 19, and other Recommendations given to the public in <https://www.cdc.gov/coronavirus/2019-ncov/downloads/workplace-school-and-home-guidance.pdf>

We also encourage our employees to self-monitor for signs or symptoms of Covid-19 if they believed if they believed the have being on possible exposure. Our employees also should call their supervisor and stay home and isolated from other employees if they have one of the following symptoms:

- Fever
- Cough
- Shortness of Breath

Our staff members will follow the recommendations given by osha and CDC.

Hospitals	Location	Phone Number
Stanislaus National Forest	Address: 24545 Highway 120, Groveland, CA 95321	Phone: (209) 962-7825

Emergency Evacuation Locations

Care flight

Care Flight Clinical	800-648-4888
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Insurance Information

RGZ FORESTRY LLC	SAIF Policy # WS-354337	NAIC #36196	800-285-8525
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Representatives and Responsible parties

Company Representative for this Contract	Jaime Rodriguez	Foreman	541-690-5925
Safety Manger	Alejandro Flores	Safety Manger	541-494-7762
Company President	Saul Rodriguez	President	541-7784675
Herbicide Applicator	Hector Salazar	Manager	541-531-9360

Fire Prevention Plan Most of our employees are professional Wildland firefighters. One out every five employees is a certified Wildland firefighter and every year they attend the refresh training classes provided by national Wildland fire suppression association.

In each vehicle we carry first-aid kits and fire extinguishers and all employees are familiar where these are located on case of an emergency. All our employees are trained and authorized to use the fire extinguishers in case is need. We developed evacuation plans in case of injury or prevent fire entrapment hazards. This includes map reviews prior to starting our operations, the use of multichannel radios and cellular phones. All employees are aware of the dangers of performing forestry operations and aware of the hazards of working in burned areas and will apply safety procedures used on the fire line such as look up, look down, and look all around when fire season is in effect.

Reduction of Work Deficiencies and Corrective Effort

Our managers will set goals to successfully complete the project by carefully reviewing contract specifications and assigning experienced workers to perform on the project. We will do our best to not disturb the community and government by following the restrictions described in this contract.

Reduction of Government Inspection Effort

The company will assign a Quality Assurance Inspector that will document the work being performed, provide reports and maintain constant communications with contracting officer representative.

In the event an unforeseen reduction in workforce or production occurs, we have additional employees that can easily be reached to fill in a timely manner. We will however, work weekends and extra hours if necessary, to complete contracts within the allotted time allowed and, in that case, authorize overtime. All changes if any, (strategies, workforce, vehicles and equipment) will take place after contracting officer's approval.

Benefit to the Community Rgz Forestry Members will be staying at local hotels, consuming from local markets and gas stations including restaurants and buying all their necessities and personal care including food, groceries etc.

Current Contracts on schedule

Name of Project	Type of project	Magnitude	Agency	Phone	Dates
2020 Power Fire Herbicide Release	Herbicide spray	3153 ac	USDA	530-478-6823	April 1st June 30th

Operation Plan

Our plan is to complete both contracts successfully within the time frame allowable in the contract providing quality for both contracts. One of our 18-man crew and one licensed herbicide applicator and fully equipped will work in this contract **2020 Power Fire Herbicide Release**, while our other 2 crews proposed for this project will work on **2020 HUD herbicide site Prep**.