



File Code: 6320

Date: April 23, 2020

West Forest, Inc.  
Jose Soto  
PO Box 68  
Lindsay, CA 93247-0068

*EMAILED TO:* [josersoto@msn.com](mailto:josersoto@msn.com)

Dear Mr. Soto:

Thank you for responding to Solicitation No. 129JGP20Q0024, FY20 HUD Mechanized Site Prep, Stanislaus National Forest.

Award for this project has been made to West Forest, Inc. in the amount of \$1,903,998.51. Please sign and return Contract No. 129JGP20C0019 to indicate your acceptance.

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

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

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

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



Alison Perry is designated as the Contracting Officer's Representative (COR) on this contract. She may be reached at (209)962-7825 ext. 559 or Alison.Perry@usda.gov. Please contact the COR to schedule a pre-work conference.

SINCERELY,

OLAINE MARTINEZ  
Contracting Officer

**COR - CHECK LIST FOR LABOR INTENSIVE CONTRACTORS**

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

**VEHICLE INFORMATION**

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

**DRIVER INFORMATION**

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

**ALL CONTRACTOR OWNED VEHICLES**

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

**PERSONNEL CHECKLIST:**

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

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

COMMENT:

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**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)

<b>To Name:</b>	Alison Perry	<b>Contract No.:</b>	129JGP20C0019	<b>File Code:</b>	6320
<b>To Address:</b>	Groveland R.D. 24545 Hwy 120 Groveland, CA 95321	<b>Unit:</b>	Stanislaus National Forest		
		<b>Project:</b>	FY 20 HUD Site Prep		
		<b>Contractor:</b>	West Forest Joe Soto		

**You are delegated the responsibility and authorized to perform the function of Contracting Officer's Representative on the above contract. This delegation is effective for the period 04/23/2020 11/20/2020 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)**

  
**Signature**

**04/23/2020**

**Date**

**CC: Contractor and Contract File**

# FOREST SERVICE CONTRACT

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**Contract No.:** 129JGP20C0019

**Project:** FY 20 HUD Mechanical Site Prep

**Location:** USDA – FOREST SERVICE  
STNISLAUS NATIONAL FOREST  
GROVELAND RANGER DISTRICT

**Contractor:** West Forest, Inc.

**Phone:** 559-562-4616

**Fax:** 559-562-0156

**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)



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 974235		PAGE OF 1 2	
2. CONTRACT NO. 129JGP20C0019		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME TRACY MARTINEZ			b. TELEPHONE NUMBER (No collect calls) (530) 478-6823		8. OFFER DUE DATE/LOCAL TIME
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: % FOR:  <input 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 checked="" type="checkbox"/> 8(A)		NAICS:115310 SIZE STANDARD: \$20.5	
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	
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		CODE 9JGP	
17a. CONTRACTOR/ OFFEROR WEST FOREST INC - 8263237890000 ATTN JOSE SOTO PO BOX 68 1100528370 LINDSAY CA 93247-0068  TELEPHONE NO. (559) 562-4616		CODE 1100528370#	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	
<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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Award FY 20 HUD Mechanical Site Prep Award all items. Total on contract \$1,903,998.51 Delivery: 11/13/2020 Agency Code: FS00 Budget Yr Start: ZZ SHC: 0516NFXN7B18 BOC: 2540 Period of Performance: 04/24/2020 to 11/13/2020  FY20 HUD Mechanical Site Prep Obligated Amount: \$1,903,998.51 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						1,903,998.51
25. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0516NFXN7B18.2540...						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,903,998.51	
<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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				TRACY MARTINEZ			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  The total amount of award: \$1,903,998.51. The obligation for this award is shown in box 26.				

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	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
------------------------	------------------------	-------------

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
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**Combined Solicitation & Synopsis  
FY20 HUD Mechanical Site Prep  
129JGP20Q0024**

The Department of Agriculture, US Forest Service, Central California Acquisition Services Area, and Stanislaus National Forest requires services for Mechanical and Manual Site preparation 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.129JGP20Q0024 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 20.5 Millions. The government intends to award a single award or multiple awards of one or several **Firm Fixed Price Contract**.

**Closing date of Solicitation is: March 24, 2020**

**Projected Award Date is: March 28, 2020**

**B.1**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL e
1	Site Prep All Methods	Acres	366	*1,378.71	*504,607.86
2	Site Prep All Methods	Acres	279	*1,378.71	*384,600.09
3.	Site Prep All Methods	Acres	413	*1,378.71	*569,407.23
3.	SitePrep All Methods	Acres	323	*1,378.71	*445,323. <sup>33</sup> Acres4.

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

AS PER THE GENERAL SPECIFICATIONS IN ATTACHMENT 1 AND THE FOLLOWING ADDITIONAL REQUIREMENTS:

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

Estimated Start Date & Contract Time:

<b>Date/Time</b>	
Start	April 13, 2020
Contract Time	200 days



## Licenses & Insurance

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

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

## DESCRIPTION OF WORK:

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than Oct 30, 2020.

*Work is estimated to begin April 13, 2020.*

## Scope of Work

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*Description of Work:* The intent of this contract is to secure services for thinning plantations, site preparation, fuels reduction prior to planting, and increasing safety by mechanical equipment, hand treatment, or a combination of both. Each unit may require multiple types of equipment and/or treatments to achieve desired reduction of fuels, including, but not limited to, dozer piling, grapple piling, mastication, feller buncher, hand felling, and hand piling. Slope, vegetation amounts, vegetation types, and vegetation heights will be deciding factors. Unless direct treatments are listed by Contracting Officer, it will be the Contractor's responsibility to determine which methods shall be used to meet treatment requirements for each unit.

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

## Project Location & Description

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

*Description:* Units are located in the Rim Fire Area.

All mastication, grapple piling, and feller buncher operations shall not exceed 45 percent slope gradient. Dozer piles shall not exceed 35 percent slope gradient.

Hand felling and pile construction may occur on all slope percentages. General unit areas are shown on the enclosed maps and marked on the ground. Unit boundaries are flagged in blue and yellow flagging tied together or solid yellow flagging.

*Accessibility:* Work site access instruction, as given here, is for information only. It shall be the responsibility of the Contractor to determine the most suitable route to the project area. Predicted access route for project access is as follows: From the US Forest Service, Groveland Ranger District Office, head east on Highway 120 to the Cherry Lake Road (1N07) junction. Then head north on Cherry Lake Road to Forest Road 3N01 (Recreation Road 31). Turn west onto Road 3N01 and continue to the west towards the project area. All units can be accessed off Forest Roads off 3N01. Unit access routes are subject to change and will be determined based on road conditions existing immediately prior to and during the implementation of the contract. The Government will not provide special maintenance nor snow plowing to open roads or keep roads open.

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.

*Exclusions (Non-work Areas):* Non-work areas will be identified by any of the following: 1) mapping, 2) flagged with specified color, or 3) verbal instructions. These are areas of natural regeneration, streamside protection zones, areas with an excessive amount of rock or rock outcrops, and areas that may have been treated previously. No tractor intrusion, disturbance, or damage shall be allowed in these areas without approval from Contracting Officer.

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## **Maps**

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

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## **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. Hours of Operation: Contractor shall limit treatment operations within ¼ mile of residences and campgrounds to weekdays and non-holidays only, between the hours of 7:00 a.m. and 6:00 p.m.
4. Control Areas (CAs) – No activity shall be allowed in these areas. The only exception to this includes CA-9 (*Clarkia spp.*) sites during the *Clarkia spp.* dry season (approximately July 16 thru November 30); limitations within these sites are listed later in this document.
5. Limited Operating Period (LOP) – No activity will be allowed during the following LOPs, unless surveys confirm that nesting is not occurring.

- a) **Northern Goshawk (NOGO): February 15 thru September 15.**
- b) **Great Grey Owl (GGO): March 1 thru August 15, within .25 miles of the activity center.**
- c) **Spotted Owl (SOP): March 1 thru August 31, within .25 miles of the activity center.**
- d) **California Red Legged Frog (CRLF): Prohibited within 1 mile of area identified as suitable CRLF breeding habitat during the wet season (first rain fall event depositing more than .25 inches of rain on or after October 15 thru April 15).**
- e) **Within 300 feet of occupied Western Pond Turtle (WPT) habitat, May 15 thru July 15.**

## **Licenses and Insurance**

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The Contractor shall obtain the insurance and licenses listed here.

1. *MSPA Card (Form WH510)*: This contract requires 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.
2. *Other*: Workmans Compensation

## **Technical Requirements**

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### **Definitions**

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Brush – Live scrub vegetation, though some may be over 20 feet tall, or woody plants such as *Arctostaphylos* species i.e. (manzanita), *Ceanothus* species i.e. (deer brush) and various other species. This does not include small conifers.

Brush skeletons – Large dead woody brush skeletons over 2 feet high.

Chips – The woody residue resulting from the mechanical shredding/chipping activity. Residue size is usually less than 2 inches, but occasionally is up 2 feet in length.

Chip size for mastication –

#### FINE TREATMENT

75% ≤6 inches (15.2 cm) in length

20% >6 inches (15.2 cm) and <2 feet (.6 m) in length

5% 2 feet (.6 m) through 6 feet (1.8 m) in length

With accumulations not exceeding 12 inches (45.7 cm) in depth

Conifer – A cone-bearing tree with needles or leaf scales. Examples: pine, fir, cedar.

Controlled Area – Area within contract boundaries determined to be sensitive and designated to be protected from all Contractor operations.

Cross-raked – Removal of mounds and gullies caused by tractor slash piling to prevent erosion of topsoil. Usually performed crossing from side to side of the unit, contour to the slope.

Crown – The part of the tree comprised of the branches, twigs, and foliage which carry on the majority of the photosynthesis. Live crown ratio is the percent of tree crown that supports live foliage effectively contributing to tree growth.

Crown Class – The description of the relative position of the tree crown with respect to competing vegetation/surrounding trees.

Dominant – Tree crowns receive full light from above and partly from the sides. Crowns extend above the general level of the crown cover of others of the stratum by 30% or greater.

Co-dominant – Tree crowns receive full light from above but comparatively little from the sides. Crowns form a general level of crown stratum.

Intermediate – Tree crowns occupy a subordinate position and are subject to strong lateral competition from crowns of dominants and co-dominants.

Suppressed – Tree crowns receive no direct light from above or from the side and are entirely below the general level of dominant and co-dominants.

DBH – Diameter at breast height; the diameter of a tree measured at 4.5 feet above the ground on the uphill side of the tree, typically measured in 2-inch intervals. For example, an 8-inch DBH tree includes trees with a DBH ranging from 7 inches to 9 inches.

Damage Trees (Created) – Any damage created by work under this contract. Includes the stripping or removing of branches and debarking the bole of a crop tree in excess of ¼ of the circumference.

Damage Trees (Existing) – Includes any defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment. Indicators include dead or broken tops or branches, or debarking extending more than ¼ of the circumference of the tree.

Downed log – all or part of the trunk of a felled tree greater than 12 inches in diameter at the midpoint and at least 20 feet long. Includes logs in all of the various stages of decomposition.

Duff – The layer of decomposing organic matter on top of the forest soil and composed primarily of conifer needles, leaves, and small twigs.

Ground Cover – Living or dead vegetation; usually consists of a composition of cast needles, fine sticks or twigs, live plants, and slash under 4 inches (10 cm) in diameter at the large end.

Hardwood – A tree with broad, flat leaves including, but not limited to, oak, maple, willow, alder, cottonwood, or dogwood.

Large Oak – A tree with a DBH of >12 inches (30.5 cm).

Medium Oak – A tree with a DBH between 4 inches (10.2 cm) and 12 inches (30.5 cm).

Small Oak – A tree with a DBH <4 inches (10.2 cm).

Horizontal Plane – Acreage measured as though the terrain were level, with no adjustment for changes in slope.

Home Range Core Area (HRCA) – Area of the best available spotted owl habitat, and is in the closest proximity to owl protected activity centers where most foraging activity occurs.

Landscape Design – The design of a large area composed of interacting ecosystems that are repeated due to factors such as geology, soil, climate, and human impacts.

Old Forest Emphasis Area (OFEA) – Area promoting old forest characteristics.

Open Canopy Mosaic (OCM) – Areas that are established or maintained in a sparser tree cover which includes individual trees and trees located in clusters.

Old Forest Mosaic (OFM) – Areas that are established or maintained in a denser tree cover which includes individual trees and trees located in clusters.

Limited Operating Period (LOP) – A specified period of time during which certain activities are prohibited.

Mastication – The physical process of cutting, shredding, and/or chipping vegetation.

Mineral Soil – State of soil, generally below where humus and large organic matter is not present; absent of combustible material.

Non-work Areas – Within unit boundaries, non-work areas may include, but are not limited to: Heritage Resource sites, sensitive plant sites, wildlife areas, wet areas, rocky areas, slopes exceeding 45 percent, and other special areas that shall not be treated.

RCA's – Riparian Conservation Zone is the interface between land and a river or stream.

Residual Tree or Leave Tree – Tree(s) to be left standing and undamaged that comprise the stand following the Contractor's operations.

Riparian Vegetation – Plant species typically associated with and found in wet drainages. They include, but are not limited to, alder, willow, cottonwood, or maple in the over-story and sedges and rushes underneath.

Road Prism – The area between the outside edges of the fill slope and the cut slope.

Save Tree – Any single or combination of definitions listed below:

Any live trees with a DBH of 4 inches (10 cm) or greater will be retained as a save tree. Any trees less than 4 inches DBH that are damaged by the operator shall not be saved and shall be piled.

A conifer with a live crown that is not fading to orange because of insect attack.

A conifer marked or designated as a leave tree, usually with "Yellow" paint.

Screening – Can be composed of naturally standing live plant materials. The preferred screen dimensions along all dirt roads and Ferretti Road are 7 feet or longer in width and at least 3 feet tall.

Shred/Cut/Chip – The physical process of cutting, shredding and/or chipping vegetation using a cutter head powered by hydraulic or mechanical means.

Slash – Debris consisting of portions of brush and/or trees created by work under this contract, or debris created prior to this contract, including all brush and cut trees, tops, trunks, and branches; material with diameters of 3 inches and larger, and over 1 foot in length.

Snag – A standing dead tree greater than 16 inches DBH and at least 20 feet tall.

Special Aquatic Feature (SAF) – Includes lakes, meadows, bogs, fens, wetlands, vernal pools, and springs.

Standing Dead – Dead trees still standing with a 3 inch DBH though 16 inches DBH.

Windrow – A long line of piled slash or debris resulting from forest or scrub clearing.

## **Specifications**

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### GENERAL

Units may require a combination of treatments to accomplish tree thinning, site preparation, and fuels reduction needs.

All snags 3 inches DBH thru 29.9 inches DBH, live brush, brush skeletons, and dead and down slash within the treatment area shall be treated. Exceptions to this include leave trees either marked or by description, designated snags, down logs, road side screening, riparian vegetation, and brush growing very close to adjacent leave trees (generally 6 inches (15.2 cm) or closer to residual tree).

Standing treatment material shall be severed from the main stems so no more than 6 inches (15.2 cm) above the ground for hand felling, 3 inches (7.6 cm) for mastication and feller buncher on level surfaces, and no more than 8 inches (20.32 cm) from any natural obstacles such as rock, downed logs, or leave trees. Slash heights for trees and woody slash shall not exceed 12 inches (30.5 cm) measured from the ground level. Severed treetops are considered slash under this clause. All windrow slash shall be treated. Brush, small dead trees, and slash shall not be pushed into leave trees and left untreated.

#### 1. DOZER PILING:

Slope limits from 0-35%.

a. A brush rake shall be suspended near ground level (approximately 6 inches above ground level) to prevent soil and duff from being piled.

b. Dozer Piling Brush Rake: Heavy duty brush rake with teeth minimum of 12 inches (30 cm) long; spacing between teeth - 6 inches (15 cm) minimum, 22 inches (56 cm) maximum.

c. Dozers must be equipped with a hydraulic blade.

#### 2. GRAPPLE PILING:

Slope limits from 0-45%. A maximum ground pressure of 8 pound per square inch (PSI).

#### 3. FELLER BUNCHER:

Slope limits from 0-45%. A maximum ground pressure of 8 pound per square inch (PSI).

#### 4. MASTICATION:

Slope limits from 0-45%. A maximum ground pressure of 8 pound per square inch (PSI). A boom may be required to achieve vegetation treatments.

The mechanical process of cutting, shredding, and/or chipping vegetation, using a power cutter head, into residue pieces 6 inches (15.2 cm) in size, but commonly up to 4 feet (1.2 m) in length. No piece size 2 feet (.6 m) in length or longer shall have a diameter exceeding 3 inches (7.6 cm) in thickness. No individual pieces of slash or vegetative debris shall be greater than 6 feet (1.8m) in length.



Where this treatment is performed, trees shall be masticated and if needed, scattered. Resulting residue pieces shall meet the following specifications dependent upon stated level required:

FINE TREATMENT

75%  $\leq$ 6 inches (15.2 cm) in length.

20%  $>$ 6 inches (15.2 cm) and  $<$ 2 feet (.6 m) in length.

5% 2 feet (.6 m) through 6 feet (1.8 m) in length.

With accumulations not exceeding 12 inches (45.7 cm) in depth.

5. COMMON TO ALL PILES:

All felled snags, dead brush skeletons, down woody, and live vegetation material shall be piled unless mastication is the treatment.

Piles shall be neat, compact, and sufficiently free of dirt (less than 10% soil material). If piles do not meet this requirement they will need to be respread and rebuilt. Pile slash, felled trees, snags, vegetation, and down woody material to the following standards:

- a. Piles constructed by hand shall be a minimum height of 5 feet and between 8 to 30 feet in diameter. Piles constructed by mechanical equipment shall be a minimum height of 10 feet and a diameter not to exceed 70 feet.
- b. All downed material shall be bucked into 10 foot lengths to produce a tight pile with minimal airspace. No piled material shall protrude more than 3 feet outside main pile diameter.
- c. Piles shall be located to minimize damage to residual trees (at least 25 feet from the dripline) and other retained features (snags, live brush, down logs, etc.) to avoid ignition during burning operations. No piles shall be located within 25 feet of ephemeral stream channels, nor within 40 feet of perennial or intermittent streams. Piles will be built in a vertical-conical arrangement, NOT in a flat/stacked manner.
- d. Piling shall be accomplished with minimal disturbance to top soil and effective ground cover (See Definitions). Retain 50% effective ground cover on slopes less than 25%, and 60% cover on steeper slopes and within RCA's. Minimize turning of tracked equipment within 150 feet of intermittent or ephemeral streams and riparian areas, and within 300 feet of perennial streams. (Refer to attachment in Section J: Mechanized Equipment operations in Riparian Conservation Areas (RCA's)).
- e. An eight foot fuel break shall be cleared of all but fine material around each pile and an 18 inch wide fire line shall be cleared to mineral soil around the outer ring of the fuel break. In areas where there is a potential for burning material to roll, fire lines shall be trenched on the downhill side of each pile to adequately prevent material from crossing fire lines. In addition to trenching, material shall be piled perpendicular to the slope to prevent it from rolling.
- f. All piles shall be covered on the top with a minimum of a 6 foot by 8 foot polyethylene sheeting 4 mil thick and covered with enough slash so as the sheeting

does not fly away. The purpose of this is to maintain a dry area in the pile to ease ignition operation in the future.

6. COMMON TO ALL TREATMENTS:

- a. All snags 3 inches DBH thru 29.9 inches DBH shall be felled, piled, or masticated excluding specifications within RCA's and required retained snags. Snags to be cut may be pushed over for reasons of safety, or when disturbance to soil from such action will be minimal.
- b. Contactor shall remove whole trees from RCAs, SFAs, and perennial, intermittent, and ephemeral drainages given exclusion zone limitations. Trees that cannot be removed in their entirety shall be lopped off at start of the exclusion zone and that material placed into piles. All remaining parts of trees left in exclusion zone shall have branches lopped off at the bole and branches piled. Within exclusion zone, Contractor shall hand pile all felled material 12 inches DBH and less with a length of 6 feet (1.8 m) or greater. Contractor shall follow all specifications on pile construction and placement. Additional exclusion distances may be designated by the Contracting Officer (Refer to attachment in Section J: Mechanized Equipment operations in Riparian Conservation Areas (RCA's)).
- c. All brush 12 inches and greater in height within the designated units shall be treated, except brush in non-work areas, brush used for roadside screening, riparian vegetation, and brush growing so close to adjacent leave trees that attempted brush removal would cause damage to the residual tree (generally 6 inches (15.2 cm) or closer to residual tree). *Units with slopes greater than 45% slope, no brush treatment is required.*
- d. Brush, dead trees, and slash shall not be pushed into leave trees and left untreated. Brush shall be treated prior to tree processing in any given area. Tree slash lying on top of untreated brush will result in failure to pass inspection.
- e. Retain 5 of the largest down logs per acre. Use logs greater or equal to 12 inches diameter and at least 20 feet (6.0 m) long. Down logs shall be left in an undisturbed state to the greatest extent practical and shall not be bucked. Retained down logs should be greater than 100 feet (30.4 m) from roadsides.
- f. Contractor shall retain up to 6 hardwood snags greater than 15 inches DBH per acre. In areas not located in HRCA or OFEA, retain the largest conifer snags available at a rate of 4 per acre. For snag retention in HRCA and OFEA, retain a minimum of four and a maximum of 6 snags per acre starting at the largest diameter snags and working down. Snags with orange paint are to be retained and counted first. Contracting Officer may designate greater/less snag retention on a per unit basis. (Refer to maps in Section J for locations of HRCA's and OFEA's).
- g. Protection of the residual trees shall be the highest priority in all operations. Excessive residual stand damage may result in contract shut down and/or default. No more than 4 damaged trees per acre will be permitted. If in the opinion of the Contracting Officer damage is excessive, the Contractor shall be required to alter their operations to prevent the occurrence of such damage. If more than 4 damaged

trees per acre exist, a cost of \$50.00 per tree will be charged.

h. Noxious weeds, such as bull thistle, are known to exist within the project area. Known concentrations outside unit boundaries shall be avoided. Contractor shall not use these areas for access with service vehicles, take their equipment through these areas or in any way disturb these sites. However, where it is not possible to keep equipment or service vehicles out of sites infested with noxious weeds, the Contractor shall clean equipment and service vehicles so that they are free of soil, seeds, vegetative matter, or other debris prior to being moved from infested sites to uninfested units and prior to being transported out of project area. Clothing, particularly footwear, should be free of soil, mud (wet or dry), seeds, vegetative matter, or other debris that could contain seeds. (Refer to maps in Section J for known locations of noxious weeds).

i. Soil displacement shall be minimized by working the equipment in as straight a line as possible and paralleling slopes given the known limitations of residual trees and terrain. Rutting depth shall not exceed 4 inches over 90% of the area. Rutting depth is measured from the top of the undisturbed litter/duff layer to the top of the duff in the rut (“duff-to-duff”). Soils in the operating area must be dry enough to prevent rutting by a single pass of the equipment.

j. All drainages within unit boundaries, except those designated as exclusion in the data table or on the maps, shall have brush treated completely (no buffer zone) with no damage to riparian vegetation. Low ground pressure equipment (grapple pile/mastication/feller buncher) treads shall stay 15 feet outside of stream channel slope break, and on stable, dry soils as far from stream channel as possible, while still accomplishing contract objectives. Exclude dozer operations within 50 feet from the start of the exclusion zone for all perennial and intermittent streams and SAF's, and 25 feet from the start of the exclusion zone for all ephemerals. (Refer to attachment in Section J: Mechanized Equipment operations in Riparian Conservation Areas (RCA's)). Contractor's equipment shall not cross meadows, "wet" stream channels, or other non-work areas, except by prior, written agreement with Contracting Officer.

k. The Contractor shall provide for public safety when operating equipment within 200 feet of structures and open roadways. The Contractor shall be responsible for obtaining and following all safety procedures policies, laws and regulations required by the state, county, and private roadways for the safe operation of equipment necessary to complete the contract.

l. The Contractor shall remove all material or debris resulting from contract operations that is distributed outside of treatment unit or on Lava caps, streams, roads, structures, private property, protected sites, improvements, telephone lines, established trails, stock driveways, fence lines, established land corners, or other improvements. Any trees falling on or into such areas as described shall be removed if possible, and any resulting damage shall be immediately reported to the Contracting Officer.

m. The Contractor's equipment shall not travel over the same tracks, except where

designated by the C.O. for access and service routes. Erosion work shall be required and kept current with contract work progress for unit or partial unit acceptance.

n. The Contractor shall be responsible for contacting all utility companies to determine the location of under- and aboveground utilities. The Contractor shall protect or avoid these utilities during all operations of this contract.

o. Water bars in skid trails, firelines, and roads disturbed by the Contractor shall be restored to conditions prior to damage at the Contractor's expense.

p. Equipment shall be kept free of debris accumulations that may result in fire starts.

q. Unless otherwise agreed in writing, when Contractor's operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, the Contractor shall furnish, install, and maintain all temporary traffic controls which provide the forest user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's operations. A specific traffic control plan for each individual contract work area shall be agreed to by Contractor and Contracting Officer prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flaggers and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highway" (MUTCD), and as shown on the Contract Map.

r. All units shall be worked in a systematic method that will be addressed in the Project Proposal under "Work Methods."

s. Protection of Land Survey Monuments: The Contractor shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage during the Contractor's operations. Known corners are identified on the contract maps by black diamonds. It is the Contractor's responsibility to locate and protect them during operations.

t. If the Contractor causes such damage, the Contractor shall hire the appropriate registered land surveyor to establish or restore at the same location the monuments, corners, or accessories. Such surveyors shall use procedures in accordance with the "Bureau of Land Management of Instructions for the Survey of the Public Lands of the United States" for the General Land Office surveys, and in accordance with the State law for others. Contractor shall record such survey in the appropriate county records.

u. Protection of Improvements: Contractor shall protect improvements from damage and shall be responsible for their timely restoration if damaged by Contractor's operations. Improvements include, but are not limited to, Crook's water ditch, water tanks, fences, gates, pipelines, culverts, helispots, existing roads, underground cables, and all private property.

v. Bulldozers shall not be walked between units on paved or chip-sealed roads. The walking of equipment between units shall be worked out with the Contracting Officer to avoid the possibility of Control Area or resource damage

- w. Exit and entry of units will be confined to within unit boundaries unless otherwise stated by the Contracting Officer. Entry and exit points to the unit will be chosen in a manner as to reduce resource damage and soil erosion.
- x. Prevention of Oil Spills: If Contractor maintains storage facilities for oil or oil product(s) in the Project Area, Contractor shall take appropriate preventative measures to ensure that any spill of such oil or oil product does not enter any stream or other waters.
- y. If the total oil or oil storage exceeds 1320 gallons (4996 liters), or if any single container exceeds a capacity of 660 gallons (2498 liters), Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.
- z. Protection of Cultural Resources: 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 the American Antiquities Act of 1906 (16 U.S.C. 431433), National Historic Preservation Act of 1966 (16 U.S.C. 470), 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)) will be identified on the ground by the Forest Service. The Forest Service may unilaterally modify or cancel all or portions of 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.
- aa. The Contractor shall protect Controlled Areas (CA) by AVOIDANCE, unless treatment of site is directed by Contracting Officer and a cultural resource specialist is present. Contractor shall protect 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 the Contractor's operations. The Contractor shall immediately halt and notify the Forest Service if damage occurs to any cultural resources and immediately halt operations in the vicinity of the resource where damage occurred until the Forest Service authorizes the Contractor to proceed. If such damage is negligently or willfully caused by the Contractor's operations, the Contractor shall bear costs of investigation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law.
- bb. Wheeled or track-laying equipment shall not be operated within such areas except on roads, landings, tractor roads, or skid trails approved by the Contracting Officer. The Contractor may be required to restore disturbed areas where incursion has been approved by the Contracting Officer.
- cc. Track-laying equipment shall not be operated through cultural resource sites on Forest Roads, unless otherwise approved by the District Archeologist.

dd. All known Controlled Areas are either identified on the project map and/or on the ground with flagging. The sites may be reflagged immediately prior to operations. Refer to the maps in Section J for Control Area locations within the units.

ee. Protection of Sensitive Plant Populations: Known populations of sensitive plants occur within or adjacent to the designated units. No operations are permitted within CA-2 sites. Unless otherwise agreed, no Contractor Operations are permitted within CA-9 (Clarkia spp.) areas during the growing season (from appx Dec 1 - July 15). After the dry season begins, tracked equipment is allowed. Avoid turning and dragging through the site. Any slash or debris resulting from tree felling operations occurring within flagged perimeters is to be removed by Contractor. No piling within sites.

1. Control of Dust Near Sensitive Areas: The Contracting Officer may require the Contractor to cease operations when the wind speed is such that dust from operations will blow into sensitive areas. Sensitive areas are those occupied by the public including developed campgrounds and residences. Periods of shut down will not count against the Contractor's time.
2. Road Maintenance: Contractor maybe required to furnish equipment to abate dust on roads with water; this treatment may require multiple applications daily. Water source location(s) shall be determined by Contracting Officer. Contracting Officer shall determine if dust abatement is necessary.
3. The Contractor shall remove all trash from the work site.

### **Contractor-Furnished Equipment**

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Contractor shall be required to have a Global Positioning System (GPS) and a mobile electronic device with GPS capabilities (i.e. smart phone, tablets) with a program capable of reading a .pdf map for each piece of equipment and/or crew. A good program example is Avenza. Devices using GPS must have sub-meter accuracy and be capable of accepting/uploading shapefiles or track logs compatible with ARCGIS 10.3 or newer.

Polyethylene sheeting 4 mil thick.

### **Government-Furnished Equipment**

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

## **INSPECTION AND ACCEPTANCE**

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### **Contractor Inspection Requirements (FAR 52.246-01)(APR 1984)**

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The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing

required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

### **Inspection of Services—Fixed-price (FAR 52.246-04)(FEB 1992)**

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1. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
2. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
3. The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
4. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
5. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
6. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

### **E.3 Informal Inspections**

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The Contracting Officer and/or his/her appointed representative may visit the work units to observe the Contractor's work and progress. Acceptance of the unit may be based on informal inspections.

### **E.4 Compliance With Specifications**

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If, during the performance of the contract, the Contracting Officer determines that work performance fails to comply with a specification or specifications, the Contracting Officer may



issue a work order to the Contractor. The Contractor shall immediately correct performance to comply with the work order and the referenced specifications and shall rework as necessary all area worked that does not comply with the referenced specifications. Failure to correct unsatisfactory conditions may be considered non-compliance with the terms of the contract and may be grounds for contract termination.

**Quality Control Plan.** The Contractor shall provide a general Quality Control Plan (QCP) with the technical proposal. The Contractor shall supplement the QCP within 7 days before start work based on items awarded to the Contractor and Government comments. The Contractor shall conduct quality control inspections on all aspects of work. The field inspections shall be performed on each sub-item listed in each task order.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. The Plan shall describe how quality will be monitored to assure the performance standards are met, the supervision of crew and work, and personnel that will be performing the quality control. Quality control shall include monitoring quality while work is in progress, residual tree care, and other associated tasks, an unbiased sample of:

- a) Residual tree care
- b) Felling and stump height
- c) Snag retention
- d) Piling quality
- e) Erosion control
- f) Brush treatment
- g) Road maintenance
- h) Control Area protection

### **Unit Acceptance**

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The Contractor shall submit a unit to the Contracting Officer for acceptance only when the Contractor's inspections for quality control assure the work specifications have been met.

The Government may perform formal inspections to determine acceptance of the work units. Formal inspections will inspect at least two percent of the work unit on a random plot basis and will address the work specifications.

### **Contractor Quality Control Inspection System**

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The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the Contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the

Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

### **Plot Inspections.**

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Where the unit of measure is per acre, the Contractor shall maintain a plot system that provides an unbiased sample of: residual tree care, felling and stump height, snag retention, piling quality, erosion control, brush treatment, road maintenance, and Control Area protection.

The plot system shall be consistent with method of work. The Contractor shall sample at least 1-percent of the unit, with a minimum of 5 plots per 10 acres unit.

1. Plots shall be marked and identifiable on the ground--this includes plot numbers and visible flagging.
2. The Contractor shall provide inspection sheets and a sketch map of the unit with plot locations to the Government. Inspection sheets shall be signed and dated by the person who conducted the inspection and shall certify that the inspection records are complete and accurate.

### **Government Quality Assurance Surveillance Plan**

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Quality assurance specific to individual items will be found in Appendix A.

1. **Forest Service Inspection** – The Forest Service shall conduct inspections of the Contractor's work to determine compliance with the contract specifications (Appendix A) and determine a basis for making payment of Service Items. Inspections will consist of a visual walk-through inspection of the work performed and will be based on adherence to the Acceptable Quality Level (AQL). The Forest Service may also install a series of inspection plots to check for compliance to AQL.
2. **Forest Service Acceptable Quality Level (AQL) for Harvest and Fuel Reduction** – Within cutting units, all trees designated for cutting are cut and removed to designated landings for removal or to disposal sites. No un-designated trees are cut or removed.
  - a) Residual Trees: No more than 2% (cumulative) of the residual leave trees are damaged by the Contractor's operations.
  - b) Felling: 95% of material is felled, 95% of cut stumps are within the specified stump height, and 95% of slope indicated in B.2 (Schedule of Items) are felled to accomplish fuel reduction goals.
  - c) Snag Retention: 95% of snag retention requirement and number are met.
  - d) Piling: 95% of all piles meet specifications.
  - e) 95% of the required erosion control measures conform to the contract.
  - f) Brush Treatment: 95% of all material meets specifications.
  - g) Road Maintenance: 95% of road surfaces are returned to prior state before work began.
  - h) Controlled Area Protection: No damage to controlled areas.

## Acceptance of Services

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The Contractor shall provide a written request for inspection and submit inspection sheets in accordance with the QCP. The Government will conduct an inspection and up to one re-inspection for each unit. If the Contractor fails to meet the minimum AQL, the Contractor shall rework the unit. Anytime more than two inspections are required per unit, the Contractor may be assessed for additional inspections, which will include mileage and hourly rate of the COR. If follow-up inspections indicate that the minimum AQL was not met, the work will be deemed unsatisfactory and a deduction in payment may result (Section G-3.4). Acceptance may be made for all or portions of work.

**Acceptance** – Work will be accepted when it is determined by the visual inspection or plot data collected at a 1 percent sample that the Contractor’s work conforms to the Acceptable Quality Level (AQL) for the unit designation. Areas missed within the work unit will be considered part of the work being inspected and must be re-worked regardless of the results of the inspection of the work completed in the Service Item. Service Items that do not comply with the Acceptable Quality Level will be in non-compliance and shall result in no-payment until AQL is met.

## CONTRACT ADMINISTRATION DATA

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### **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.

### **Measurement**

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

Estimated acreage: Actual acreage worked will be measured by the method(s) indicated above.

#### *Remeasurement.*

Unless otherwise indicated by this contract, the Contractor may request remeasurement of any quantities in Section 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 sub-item 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 Section 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**

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*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 upon presentation of a properly prepared invoice for work that meets all specifications and all GPS files of all completed treatment area acreage that is included on the invoice. Refer to the Prompt Payment Act clause in Section I for the elements of a proper invoice.

- A. 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.
  - 1) Partial payments may be made by Forest Service for work performed to acceptable standards.
  - 2) Partial payments may be made upon completion and acceptance in a unit, or groups of units, at:
    - a. 70% of bid price for all work up to including piling will amount to an estimated 50% of the work and vegetation treatment will account for an estimated 50% of the work to be completed in the work units.
    - b. Final payment will be made only upon completion, inspection and acceptance of all work specified to be performed in the contract

### **C. Liquidated damages will be charged as follows:**

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

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

*Invoices.*

Payment will be made from Contractor's invoice which shall be submitted into Invoice Processing Platform. IPP.gov. An Itemized invoice will be attached to in IPP. All GPS files of all completed treatment acreage that is included on the invoice shall be provided to the COR for acceptance.

**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.

## **SPECIAL CONTRACT REQUIREMENTS**

### **STATE OF CALIFORNIA HUD ADDITIONAL REQUIREMENTS**

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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.

#### **Government-Furnished Property**

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

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

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#### ***Emergencies***

##### *Fire Plan*

See Section J, Fire Plan

*Area of Responsibility for Fire.* Unless otherwise noted elsewhere in the contract, the following define the limits of a contractor's area of responsibility for fire under the terms of the Fire Plan (Section J):

Silviculture Projects - 70 meters around the perimeter of the unit being worked in

#### **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.

#### **Camping Permit Compliance**

Contractor shall comply with all terms and conditions of any camping permit issued to allow use of premises. Any non-compliance will result in suspension of work until compliance is achieved.

### **Archeological and Historical**

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (16 USC 433)--will be identified for the contractor before work commences.

### **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 clean-up 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.

### **AGAR 452.236-72 USE OF PREMISES (NOV 1996)**

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.

### **AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996)**

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.

### **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**

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### **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](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.

<b>Title</b>	<b>Pages</b>
NDR Service Contract Addendum	4
Maps	7
Fire Plan Attachment 5	9
SCA Wage Determination Attachment 6	4
Capabilities sheet (included)	2
Data Table	1
Mechanized Equipment Operations in Riparian Conservation Areas	3

**Combined Solicitation & Synopsis  
FY20 HUD Mechanical Site Prep  
129JGP20Q0024**

The Department of Agriculture, US Forest Service, Central California Acquisition Services Area, and Stanislaus National Forest requires services for Mechanical and Manual Site preparation 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.129JGP20Q0024 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 20.5 Millions. The government intends to award a single award or multiple awards of one or several **Firm Fixed Price Contract**.

**Closing date of Solicitation is: March 24, 2020**

**Projected Award Date is: March 28, 2020**

**B.1**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL e
1	Site Prep All Methods	Acres	366	\$1,378.71	\$504,607.86
2	Site Prep All Methods	Acres	279	\$1,378.71	\$384,600.09
3.	Site Prep All Methods	Acres	413	\$1,378.71	\$569,407.23
3.	SitePrep All Methods	Acres	323	\$1,378.71	\$445,323. <sup>33</sup> Acres4.

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

AS PER THE GENERAL SPECIFICATIONS IN ATTACHMENT 1 AND THE FOLLOWING ADDITIONAL REQUIREMENTS:

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

Estimated Start Date & Contract Time:

<b>Date/Time</b>	
Start	April 13, 2020
Contract Time	200 days

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 02/27/2020	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USDA Forest Service Central California Acquisition Service Area Tahoe National Forest 631 Coyote Street Nevada City, CA 95959	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) WEST FOREST INC. P.O. Box 68 LINDSAY CA 93247		(X)	9A. AMENDMENT OF SOLICITATION NO. 129JGP20Q0024	
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 02/24/2020	
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (TO BE FILLED OUT BY THE CONTRACTING OFFICER)**

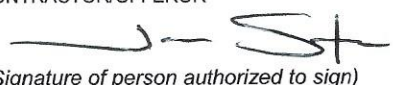
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

**Amendment 1 informs interested vendors of site visit date and time and clarifies the required licensing for this project. See Attachment 1.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JOSE SOTO, PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) OLAINE MARTINEZ
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 03/20/2020
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 02/27/2020 (Signature of Contracting Officer)



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO 5. PROJECT NO (If applicable)

2 03/06/2020

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

USDA Forest Service  
Central California Acquisition Service Area  
Tahoe National Forest  
631 Coyote Street  
Nevada City, CA 95959

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and ZIP Code)

WEST FOREST INC.  
P. O. BOX 68  
LINDSAY CA 93247

(X) 9A. AMENDMENT OF SOLICITATION NO

129JGP20Q0024

(X) 9B. DATED (SEE ITEM 11)

02/24/2020

10A. MODIFICATION OF CONTRACT/ORDER NO.

( ) 10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

( ) The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ( ) is extended, (X) is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (TO BE FILLED OUT BY THE CONTRACTING OFFICER)**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

( ) B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

( ) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, (X) is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of amendment 2 is to reflect changes in LOP conditions and remove unworkable areas due to safety considerations.

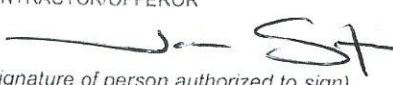
Item 3-Unit T003 The GGO LOP has been lifted; Unit T003 is now free of any LOP restrictions.

Item 4- Due to steep terrain and limited access for Hand felling the following acreage change has been made. Unit R026 subtract 10 acres, and is now 31 acres Total and Unit R027 subtract 21 acres with now 21 Acres remaining. See new schedule of items and Data Table, and updated maps attached.T

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
JOSE SOTO, PRESIDENT

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
OLAINE MARTINEZ

15B. CONTRACTOR/OFFEROR  
  
(Signature of person authorized to sign)

15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
03/20/2020 03/06/2020  
(Signature of Contracting Officer)



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE 03/12/202	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY USDA Forest Service R5 CENT-CAL ACQ SERV AREA CCASA 631 Coyote Street Nevada City, CA 95959		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WEST FOREST INC. P.O. Box 68 LINDSAY CA 93247		(X)	9A. AMENDMENT OF SOLICITATION NO. 129JGP20Q0024
		(X)	9B. DATED (SEE ITEM 11) 02/24/2020
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this contract amendment is to provided additional information on LOPS, Slopes, an Unit changes. See revision 2 Schedule B.1 for Item changes item 1 from 345 to 366 and Item 2 from 306 to 279

Removed Units R026 (41 acres) and R027(42 acres), and replaced with Units R021 (21 acres) and R030 (56 acres). Technical Requirements, Definitions (page 6), Non-work Areas- removing "slopes exceeding 45 percent". (Slopes over 45% will have hand work.)  
 Added lists estimate acres within LOPs.  
 [continued on next page]

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) JOSE SOTO, PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) OLAINE MARTINEZ
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 03/20/2020	16C. DATE SIGNED 03/12/2020



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 6

2. AMENDMENT/MODIFICATION NO. **4**  
3. EFFECTIVE DATE **03/19/2020**  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE  
7. ADMINISTERED BY (If other than Item 6) CODE

**USDA Forest Service  
Central California Acquisition Service Area  
Tahoe National Forest  
631 Coyote Street  
Nevada City, CA 95959**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

*WEST FOREST INC.  
P.O. Box 68  
LINDSAY CA 93247*

(X) 9A. AMENDMENT OF SOLICITATION NO.  
**129JGP20Q0024**

9B. DATED (SEE ITEM 11)  
**02/24/2020**

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (TO BE FILLED OUT BY THE CONTRACTING OFFICER)

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).  
**Amendment 4 Provide information from the Site visit and questions asked. The Sign in sheet and questions and answers are provided at Attachment 1.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>JOSE SOTO, PRESIDENT</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>OLAINE MARTINEZ</b>
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED <i>03/20/2020</i>	16C. DATE SIGNED <b>03/19/2020</b>



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
 1 2

2. AMENDMENT/MODIFICATION NO. 5 3. EFFECTIVE DATE 03/24/2020 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

**USDA Forest Service  
 Central California Acquisition Service Area  
 Tahoe National Forest  
 631 Coyote Street  
 Nevada City, CA 95959**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.  
**129JGP20Q0024**

9B. DATED (SEE ITEM 11)  
**02/24/2020**

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (TO BE FILLED OUT BY THE CONTRACTING OFFICER)**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

**Amendment 5 is to inform interested vendors of restrictions imposed by the government in order to mitigate the spread of the Corona Virus.**

**Please provide how you will protect your employees during the Corona virus outbreak.**

**This solicitation is extended to 3/26/2020.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

*JOSE SOTO, PRESIDENT*

**OLAINE MARTINEZ**

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

*[Signature]*  
 (Signature of person authorized to sign)

**03/25/2020**

(Signature of Contracting Officer)

**03/24/2020**

## **COVID-19 Mitigation**

As we are faced with a pandemic situation and it continues to develop, we will practice various methods of isolation and keep our personnel informed of prevention methods.

We will have one piece of equipment per operator, one vehicle per operator and one RV trailer designated for every two employees.

We will be working for 21 days straight from start date of operations and taking a 5-day period off instead of the 11 worked days with 3 days off. This practice of working 21 days straight will help in keeping our employees isolated and avoid constant traveling from job site to other locations.

Depending on how this situation develops, we will consider returning to our normal schedule of 11 worked days with 3 days off when conditions improve.

Every service truck will have enough water, soap and single-use towels to wash hands constantly. We will have a portable toilet designated for every two employees which also has the hand wash station.

We will practice the social distancing of 6' or more between employees that don't share the same RV trailer.

If any of the employees show any symptoms of the virus, they will be isolated and if necessary, referred to the hospital as soon as possible and we will notify the C.O.R promptly.

We will encourage sick employees to stay home, train employees the practice of coughing or sneezing into a tissue or the inside of their elbow, emphasize the importance of avoiding touching eyes, nose and mouth with unwashed hands and avoid sharing any personal items with co-workers.

This practice will be implemented to protect the health of our employees; however, we will be looking for and willing to implement new guidelines of prevention measures.