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1. DATE OF OR	DER	2. CONTRACT NO. (If any, AG-9JGP-C-17-(	)			6. SHIP TO:							
03/01/20							a. NAME OF CONSIGNEE						
3. ORDER NO.			4. REC	UISITION/R	REFERENCE NO.								
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d. CITY MEDFORD				e. STATE	f. ZIP CODE 97501-3047	and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				conditions of the above-numbered contract.			I
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ITEM NO. (a)		SUPPLIE	S OR SER\ (b)	/ICES		ORDERED UNIT PRICE (c) (d) (e)				AMOUNT (f)		ACCEPT (g)	ED
	GROVELAND HUD TREE PLANTING FY21 CCASA REFORESTATION IDIQ STANISLAUS NATIONAL FOREST			21									
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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/01/2021

CONTRACT NO.

AG-9JGP-C-17-0045

ORDER NO. 127EAS21F0010

ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED ACCEPTED PRICE (d) (a) (f) (b) (c) (e) (g) Admin Office: USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Period of Performance: 03/01/2021 to 05/01/2021 0001 SEEDLING PLANTING IN UNITS 191,533.50 425,630 SEEDLINGS x \$0.45 = \$191,533.500002 UNIT BB036: 5FT RADIUS VEGETATION CLEARING 45,240.00 AROUND EACH SEEDLING 78 ACRES x \$580.00 = \$45,240.00 The total amount of award: \$236,773.50. The obligation for this award is shown in box 17(i).

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$236,773.50

# Groveland HHUD Tree Planting RFQ CCASA Reforestation IDIQ

PART I - THE SCHEDULE

		SCHEDULE O	FITEMS						
		SECTION							
		SUPPLIES/SERVICES &							
PROJECT Groveland HUD Tree Planting 2021									
UNIT Stanislaus National Forest									
SOLICIT	TATION NO.	127EAS21Q0018							
ITEM NO.	DESCRIPTION		UNIT	QTY	UNIT PRICE	TOTAL PRICE			
001	ELL CONTROL OF SALES OF SALES	ting in Units: See Unit Data Table	EACH	425,630	\$0.45	\$191,533.50			
002	Unit BB036: 5 (scalp) around	Ft radius vegetation clearing each seedling	ACRE	78	\$580	\$45,240			
					\$	\$			
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#### SECTION C. DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

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. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### SPECIAL CONTRACT REQUIREMEMENTS

# STATE OF CALIFORNIA HUD ADDITIONAL REQUIREMENTS

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

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

#### **COVID-19 REQUIREMENTS**

Contractors and employees working on Federal projects on the Stanislaus National Forest will be expected to follow guidelines prepared by the Occupational Safety and Health Administration (OSHA) including guidance for COVID-19 to identify risk levels in workplace settings and to determine appropriate control measures to implement.

For more information please visit the links below.

https://www.osha.gov/SLTC/covid-19/

https://www.osha.gov/Publications/OSHA3990.pdf

When preparing your proposal for submission please consider any of the conditions or mitigations that may be applicable due to COVID-19 requirements.

It is the Contractors responsibility to check and adhere to any current State and Local Government requirements in regard to COVID-19.

#### C.1 Scope of Work

Description of Work: The intent of this contract is to secure services for planting of bare-root and container stock tree seedlings and release seedlings form competition by clearing a 5 foot radius (scalp) around each seedling in unit BB036 on the Stanislaus National Forest, Groveland Ranger District.

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

Before work starts, the Contractor shall designate, in writing, an English-speaking person to be acting during Contractor's absence from the work site. The Contractor shall list the extent of authority the representative will have on the job. The Contractor or the Acting Authorized Representative shall receive orders and instructions from the Contracting Officer's Representative or the Inspector and shall take such action as is required to keep the job in progress under the terms of this contract.

The Contractor shall provide the Government, at the pre-work conference, a schedule of work, which shall include the number of crews to be assigned to the contract.

The Contractor shall be limited to a maximum of two crews. If behind schedule and additional crews are needed, the Contractor may request a new proposed work schedule with additional crews. The request shall be made in writing and provided to the Contracting Officer no less than 96 hours prior to changing the work schedule and number of crews.

The Contractor may cancel a crew and incur no liquidated damages, by submitting a written notice to the Contracting Officer 48 hours before cancellation.

The Contractor shall have a minimum of one designated non-working foreman for every 12 planters. Each crew foreman shall be able to speak fluent English and understand written English. If no English-speaking foreman is available, work may be suspended until the situation is rectified. In this event, contract time will continue.

#### C.2 Project Location & Description

Location: Project is located in the Groveland Ranger District on the Stanislaus National Forest.

**Description:** The area to be planted is within the 2013 Rim Fire. Planting ground may have had the following post fire activities completed; brush reduction by mastication, piling and burning, and/or herbicide site prep. Scalps of one foot to bare mineral soil will be required in all units and scalps with a 5 foot radius of bare mineral soil will be required in Unit BB036 only. Snags are scattered throughout the unit.

Perimeter of unit is flagged in blue and yellow survey flagging.

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

**Accessibility:** Work area may be reached by specified roads that are accessible by four-wheel drive with chains. No vehicles will be permitted to operate off Forest Service system roads without approval of the Contracting Officer.

Inaccessibility due to snow, fallen trees, mud, slides or washouts on roads may or may not be corrected at the option of the Government. If road access is blocked the Government may provide an alternate access route, deleted inaccessible unit(s) or require an "unspecified walk-in". If the "unspecified walk-in" is less than on half of a kilometer, there will be no additional compensations to the Contractor.

**Priority of Work:** The Contracting Officer may specify a priority of work by item, block, or sub-unit within the item without additional cost. In nearly all cases, work will move to adjacent units of work and in a logical fashion from unit to unit.

#### C.3 Maps

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

#### C.4 Estimated Start Date & Contract Time

Start: March 1, 2021 Time: 30 Calendar Days

See also Section F: Deliveries or Performance

#### C.5 Restrictions on Work

Work may be performed at any time during the period of the contract, except as outlined here. 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.

#### C.6 Licenses and Insurance

The contractor shall obtain the insurance and licenses listed here.

Worker's Compensation Insurance: The Contractor shall provide evidence of Worker's Compensation Insurance or a valid reason that exempts the Contractor from the requirement. NOTE: The Contractor working alone is not required to carry the insurance.

If the contractor fails to provide the documentation within 10 calendar days after contract time begins, the contract may be terminated for cause in accordance with FAR 52.212-4.

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

# C.7 Technical Requirements

#### C.7-1 Definitions

<u>Drip Line</u> – The line where moisture dripping from extremities of a living tree's crown strikes the ground.

<u>Excess Tree</u> - Seedlings that are planted in excess of the maximum allowable seedlings per plot or unit. Excess seedlings are considered wasted trees and are chargeable.

Mineral Soil – The state of soil where humus and large organic matter are not present.

<u>Plantable Spot</u> – An area from which vegetation, ash, duff, snow, and debris has been or can be removed to moist mineral soil, and a tree seedling can be planted according to specifications.

Root Collar – The portion of the seedling stem where the cotyledon scar is located.

<u>Satisfactorily Planted Seedling</u> - A seedling planted in full accordance with all planting specifications set forth in this contract.

<u>Suitable Existing Tree</u> – An acceptably established tree will be considered to be any conifer, except knob cone pine or gray pine, without any visible defects or damage and a height of 6 inches or greater Any Oak over 0.5 inch DBH and 8 feet tall – maximum 5 oaks per acre.

Any hardwood or riparian tree species greater than 1 foot tall.

<u>Unit Boundary</u> - The perimeter of the planting unit as indicated by Forest Service marking at various points. See Unit maps in Section J.

<u>Un-plantable Spot</u> - An area in which it is not possible to plant a seedling according to the specifications. Example- rock outcrop.

<u>Unsatisfactorily Planted Seedling</u> - A planted seedling which does not meet one or more of the specifications in this contract.

<u>Wasted Trees</u> – Trees which are dropped, damaged, destroyed, or handled contrary to the specifications for care of trees, as well as seedlings that are planted in excess of the maximum allowable per plot.

#### C.7-2 Specifications

All operations shall be performed in an organized manner, and in groups of whole crews (8 - 12 people). This includes, but is not limited to, arrival, bagging, re-bagging, planting and completion of unit. Planting with scattered crews within the unit shall not be permitted except as necessitated by on the ground conditions and then only when approved by the Contracting Officer's Representative (COR). All units shall be worked to the specifications. Seedlings shall be planted to the boundary of all work areas and around the perimeter of all non-work areas within each unit.

The Contractor shall adhere to the following specifications for care, protection, and planting of all tree seedlings in his/her possession:

# **Care and Handling of Seedlings:**

Seedlings shall be protected at all times from drying, heating, smothering, freezing, crushing, drowning, abrasion, rapid temperature fluctuations or contact with injurious substances.

Prior to placing seedlings in the planting bags, the tree planters shall completely submerge the planting bag liners in water. Planting bag liners shall be kept completely moist at all times.

Bare root seedlings shall be dipped in water before being placed in planting bags. Banding material shall be cut or removed over the top of bare root seedling bundles and bundles shall be loosened and split in half prior to dipping in water. Seedling dipping and bagging shall be conducted in an organized manner so that root exposure to the outside air does not exceed 15 seconds.

Container stock bundles shall not be dipped.

Seedlings in planting bags shall not exceed the number that can be carried and removed without injury or which can be planted before heating or drying of roots can occur. An acceptable limit of seedlings will be determined by the Contracting Officer after inspection of the seedlings in the planters' bags. Species composition, seedling size, and nursery bundling will also be considerations in determining the number of seedlings per bag-up.

Seedlings in planting bags shall have only their tops exposed.

Seedlings shall only be removed from planting bags immediately before planting in prepared hole. Seedlings shall be gently removed, one at a time, to prevent stripping or other injury, and quickly and gently inserted into the planting hole.

All seedlings placed in planting bags shall be planted out prior to work stoppage. Work stoppage includes lunch.

Seedlings shall be planted without further root or top pruning or culling. If pruning or culling appears necessary, or if mold, dry roots, evidence of injury or drying is seen, the condition shall immediately be reported to the COR. Seedling roots shall not be pruned, clipped or cut by the Contractor or Contractor's employees.

If seedlings are intentionally hidden, buried, or wasted, the Government may require a crewman be removed from the project at the first offense. If seedlings are intentionally hidden, buried, or wasted a

second time by the same crew, the Government will require the Foreman be removed from project. Trees intentionally wasted shall cost the Contractor \$5.00 each.

# **Planting Spacing:**

Units will be planted using an 8x8 foot spacing in the burn pile areas and 12x12 foot spacing in the majority of the unit outside of burn pile areas.

#### Planting Spot Selection

Whenever possible, within spacing requirements set forth in this contract, planting spots shall be selected where stumps, logs, dead brush, and terrain features provide partial protection from sun, wind, animals, loose debris, and other agents detrimental to seedling survival and growth.

Oaks - Do not plant within 25 feet of bole of oaks (defined as a minimum of 8 feet tall and 0.5 inches dbh at 5 oaks per acre. These will be oak sprouts and often have a large dead oak stem at their center. No seedlings planted within 100 feet of meadows edge.

No seedling shall be planted under the drip line or 15 feet from bole of residual trees within or adjacent to unit boundaries.

Brush patches containing satisfactory planting spots shall be planted even though this may require spreading stems aside or working around the stems. Landings, road cuts, and fill banks shall be planted where satisfactory planting spots exist.

No seedling shall be planted closer than 12 feet from a planted or suitable existing tree.

Selected planting spot shall be clear of all limbs, snow, bark, rotten wood, rocks and other loose debris. Where an unplantable spot is encountered, the planter shall plant in the closest suitable spot and average spacing shall resume from that point.

#### **Planting Spot Preparation (Scalps):**

Scalps shall be 12 inches square. All ash, duff, sod, crowns of living vegetation and other material shall be removed to expose moist mineral soil.

For Item 2 of the contract, a 5-foot radius scalp shall be done for all seedlings in unit BB036 (78 acres).

# **Planting Hole Preparation:**

Planting hole shall be located near the center of the prepared planting spot and shall be orientated at an angle between perpendicular to the slope and true vertical. An open hole, large enough to fully accommodate the roots of the trees to be planted is required.

Should the initial attempt to make a planting hole fail because of subsurface rocks or other obstacles, a second effort shall be made in a slightly different part of the same planting spot. If this effort also fails for similar reasons, a third attempt shall be made in another part of the planting spot. If the third effort also fails, the spot shall be abandoned as an un-plantable spot. Where an un-plantable spot is encountered, the planter shall plant in the closest suitable spot and average spacing shall resume from that point.

#### **Seedling Placement:**

**Bare root seedling:** The seedling shall be suspended near the center of the hole with roots in a near natural arrangement at a depth that after filling, firming and leveling, the soil comes to a point even with the root collar of the seedling. No portion of the roots shall be exposed, nor any needles or branches covered with soil. The roots shall not be doubled up, twisted, spiraled or bunched. The root system shall

be aligned with the axis of the planting hole with all roots extending downward. Slit planting will not be permitted.

**Containerized seedling:** The seedlings shall be planted in the center of the prepared hole, deep enough so that two centimeters of soil placed on top of the plug and leveled with the surrounding soil surface will seal the plug into the ground. Plug growing media shall not be distorted or broken from the root system during the planting process.

#### Filling and Firming:

Moist mineral soil shall be filled in and firmed around tree roots. Dry soil or material other than moist mineral soil shall be kept out of holes. Soil shall be filled in and firmed progressively, starting at the bottom of the hole, so no loose soil or air pockets remain and the tree is a firmly planted as soil conditions will allow. The contractor shall not wedge the sides of the holes, and firming the soil around the tree shall be done in a manner that assures the tree and root system is not damaged. After the soil is firmed around the tree, it shall be smoothed out to the level of the surrounding mineral soil surface. After planting, the tree stem shall be erect and be vertical or perpendicular to the ground level of the planting spot. The tree shall not be weighed down with mud or debris. Firmness will be inspected by firmly pulling upward on the stem of the seedling. The soil shall be firm enough around the root system so no movement occurs to the seedling.

#### **Species Mixture**

Where a mixture of species is required, the mixture shall be randomly distributed throughout the planting unit. While the mixture shall be randomly distributed throughout the unit, include more shade-tolerant species (i.e., Douglas-fir and white fir) in drainages and more shade-intolerant species (i.e., ponderosa pine and sugar pine) on ridges and on south and west facing slopes. A minority species of seedlings shall not all be planted by one planter unless approved by the Contracting Officer.

#### **Burying of Seedlings**

Burying, hiding, or stashing of seedlings will be treated as a criminal matter as an attempt to defraud the Government, and will be referred to law enforcement for investigation.

#### C.7-3 Contractor-Furnished Equipment

The Contractor shall furnish the following:

<u>Hoedads</u> - The hoedads used by the Contractor shall have blades long enough to prepare a hole that will accommodate a 30.5 cm (12 inch) root with no J-roots. The digging portion of the blade shall be a minimum of 30.5 cm (12 inch) long and 10.2 cm (4 inches) wide. The head or scalping blade is not to be included in the length measurement.

<u>Planting Bags with Liners</u> - Planting bags shall be a light color, shall not retain water or heat, shall have a minimum depth of 15 inches and be free of defects. All planting bags shall have polyurethane foam liners which line the interior sides and bottom of bags, or other insulated liners acceptable to the Contracting Officer. Burlap is not acceptable.

Planting bags and liners shall be clean and free from dirt and residue from prior planting operations when initial planting on this contract begins.

<u>Water and Water Container</u> - Water and a water container shall be present where planting work is being performed. The container shall be of sufficient volume and dimensions to allow planting bag liners to be sufficiently wet and to dip seedlings in without bending or damaging roots. Contractor shall supply a sufficient amount of clean drinking water for crew each day.

#### C.7-4 Government-Furnished Equipment

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

Tree Seedlings – bare root and container stock.

The Contractor shall give the Contracting Officer 24-hour notice for delivery of seedlings, unless a shorter notice is mutually agreed to at the time notice is given.

The Government will furnish tree seedlings at a point of four wheel drive vehicle accessibility nearest the unit boundary, or to the point where a walk-in begins, unless other points are mutually agreed to by Contracting Officer and Contractor.

#### **SECTION E. INSPECTIONS AND ACCEPTANCE**

#### **E.1 Government Inspections**

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

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

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

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

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

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

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

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

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

# E.2 Contractor Inspections/Quality Control Plan

Pursuant to the Inspection of Services clause, the Contractor shall establish an inspection system acceptable to the Government. The Government will consider the inspection system prior to contract award to determine acceptability. The primary purpose of the Contractor's inspection is for assurance of quality control. The Government may, however, accept the Contractor's inspection for unit acceptance either wholly or in part.

See Section L for more information on requirements.

#### **E.3 Specific Inspection Procedures**

#### E.3-1 Method

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

# E.3-2 Determination of Acceptability

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

#### F. DELIVERIES OR PERFORMANCE

#### F.1 Work Timing

The Contractor shall begin work within \_03\_ calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Item No.	Est. Start Work	Contract Time
All Items	March 01, 2021	30 Calendar Days

Failure to begin work on schedule will make the contract subject to immediate termination for cause. Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The Government reserves the right to set the priority of items or sub-items. If this solicitation has more than one numbered item, award of more than one item to one contractor will not change the start work dates or the amount of contract time; times will run concurrently.

# F.2 Seedling Planting Progress

Seedling survival and growth is dependent upon proper soil and weather conditions when planted. These conditions will only prevail for a limited length of time; therefore, planting must start promptly after these suitable conditions occur. Work shall start no later than 3 days after the effective date of the Notice to Proceed. Sub-items shall be planted in the preference established by the Contracting Officer. The Contractor shall maintain progress at a rate, which assures completion within the indicated contract time. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each Bid Item by contract time.

#### F.3 Winter Shutdown

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

#### **SECTION G. CONTRACT ADMINISTRATION DATA**

#### G.1 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.

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

#### **G.2** Measurement

#### Methods of Measurement.

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

The area to be planted and paid for is enclosed by a line along the average perimeter of the unit boundary. All linear perimeter mapping measurements are adjusted to the horizontal plane and the area of the site computed from these and rounded to the nearest 1/10 acre. Area adjustment will not be made for topographical irregularities inside the perimeter.

Trees - The count of trees for payment shall be the tally of trees provided to the planters from the tree supply truck provided this number is verified by the planting inspections. Should the inspection plot tallies indicate substantially fewer trees planted than supplied then the inspection count will be the basis for payment. The count of trees from the tree supply truck will be nursery bag count.

Re-measurement. Unless otherwise indicated by this contract, the contractor may request remeasurement of any quantities in Part B, when the units are acres or any linear measurement. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If re-measurement indicates a variance of five percent or less from the stated quantity, the Contractor shall pay for the actual cost of re-measurement and no adjustment will be made in the quantity as stated in Part B. If re-measurement indicates a variance more than five percent from the stated quantity, payment will be based on the re-measured quantity, and the Contractor will not be liable for the costs of re-measurement. All re-measurements will be done by the Government. Re-measurement 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.

# G.3 Payment

Payments and Deductions. Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended non-work periods because of adverse weather, the Contracting Officer may authorize progress payments for partially completed sub-items on a case-bycase 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:

When inspection percentage is 90 percent or above, payment will be made at 100 percent of the item bid price.

When inspection percentage is 80 to 90 percent, payment will be reduced by 10 percent of the unit bid price plus three percent of the unit bid price for each percent below 90 percent.

Where quality falls below 80 percent, no payment will be made for the work.

Deductions will be made for wasted trees at the rate of \$ 5.00 per tree.

Contract Release. 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 Contract Release FS-6300-0016 must be uploaded with request/invoice for final payment in IPP before final payment will be approved.

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).

# G.3-1 Invoice Processing Platform (IPP)

All payment requests must be submitted electronically through the US Department of the Treasury's Invoice Processing Platform (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR clause 52.212-4 Contract Terms and Conditions – Commercial Items. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP Invoice:

Each invoice shall be submitted with the following:

- 1. Invoice date and Government Contract Number.
- 2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
- 3. An accounting (bulleted list, for example) of charges claimed and amounts due.
- 4. Total amount due for the billing period.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor's Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of award or the system implementation date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email <a href="mailto:ippgroup@bos.frb.org">ippgroup@bos.frb.org</a> or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with their proposal or quotation.

#### **SECTION H. SPECIAL CONTRACT REQUIREMENTS**

#### H.1 Emergencies

Fire Plan. See attached 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:

- [] (a) Trail Maintenance 50 meters on either side of the centerline
- [X] (b) Silviculture Projects 70 meters around the perimeter of the unit being worked in
- [] (c) Special for this project:

#### H.2 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.

# H.3 Archaeological, Historic and Sensitive/Rare Botany Sites

Location of known archaeological, historic, or prehistoric materials – such as Native American sites or 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.

CA-1 Sites on Maps: Archaeology Sites

CA-2 Sites on Maps: Sensitive/Rare Botany Sites

#### H.4 Final cleanup

Before final acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

# H.5 Designation of Contracting Officer's Representative (COR)

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

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

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

#### H.6 Camping

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

# PART II - CONTRACT CLAUSES

#### **SECTION I. CONTRACT TERMS & CONDITIONS**

(Reforestation IDIQ Contract Clauses and Provisions applicable to any Contract awarded from this RFQ) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of the clauses may be accessed electronically at these addresses:

FAR: www.acquisition.gov/far

AGAR: <a href="https://www.acquisition.gov/agar">https://www.acquisition.gov/agar</a>

#### FEDERAL ACQUISITION REGULATIONS (FAR)

<u>52.223-2</u> Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)

#### **AGRICULTURE ACQUISITION REGULATIONS (AGAR)**

452.236-77 Emergency Response (NOV 1996)

52.212-4 Contract Terms and Conditions – Commercial Items (OCT 2018) Incorporated by Reference

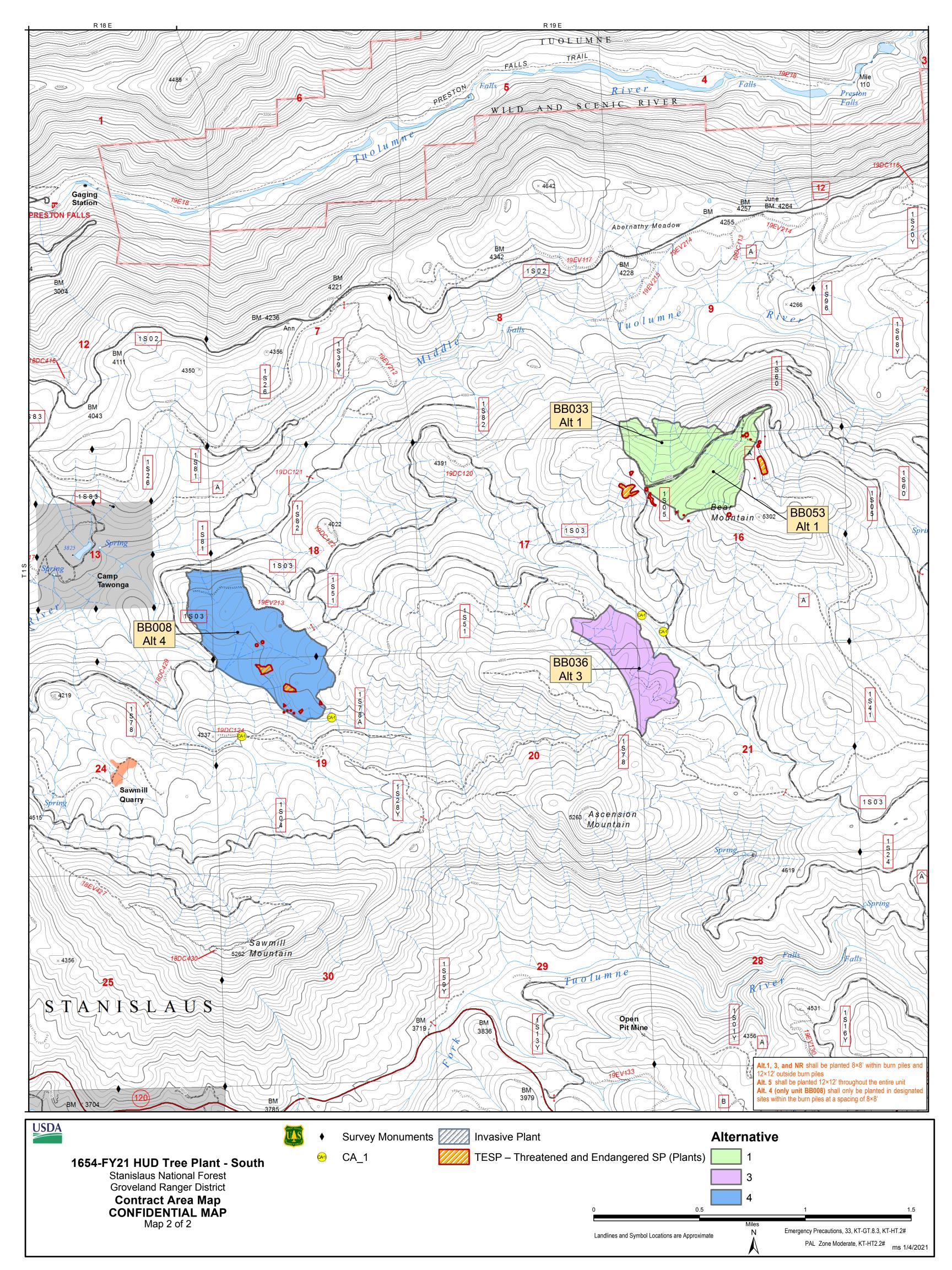
<u>52.212-5</u> Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (JAN 2021) (*Reforestation IDIQ Contract Clauses and Provisions applicable to any Contract awarded from this RFQ*)

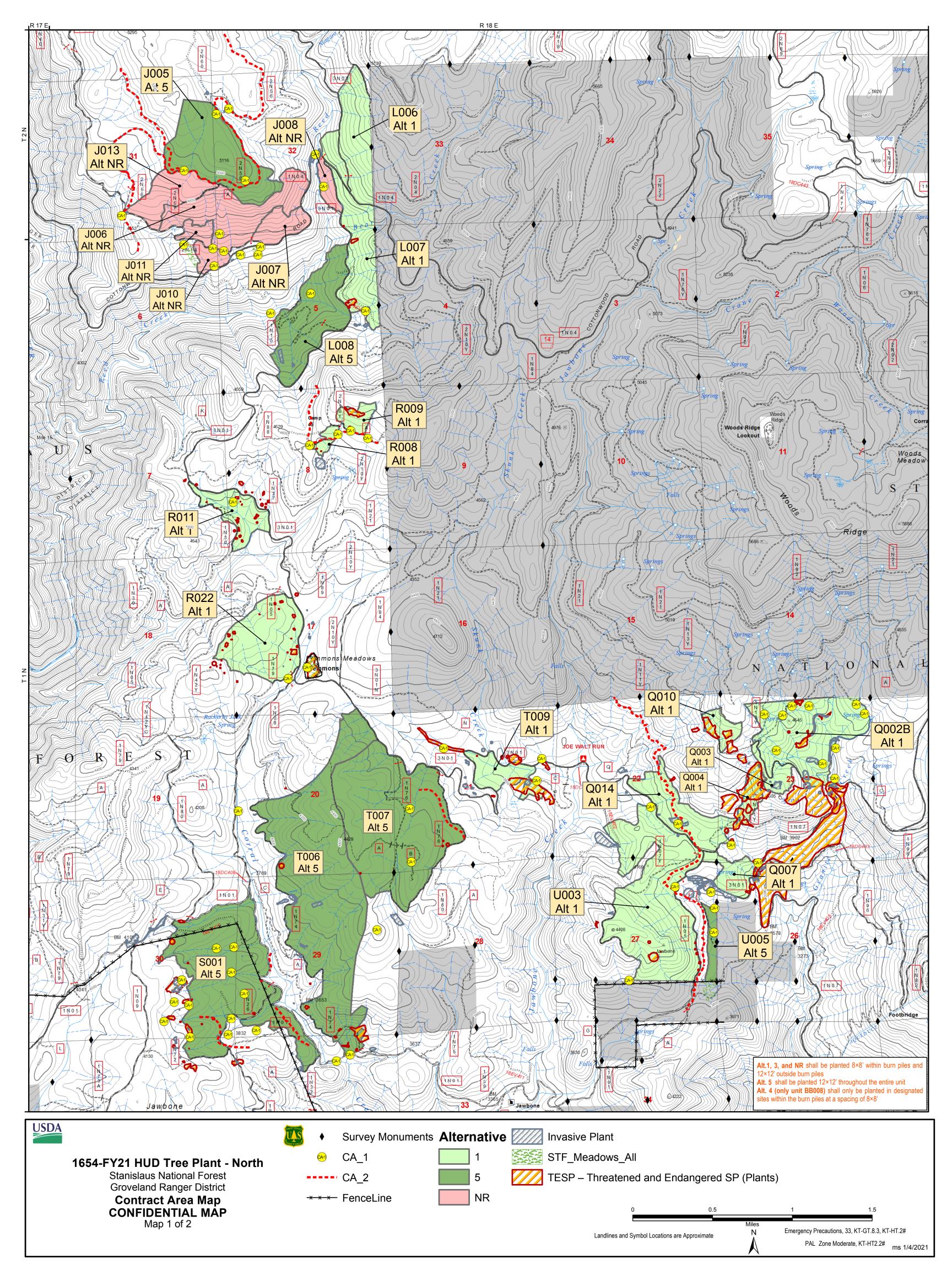
# PART III: LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS

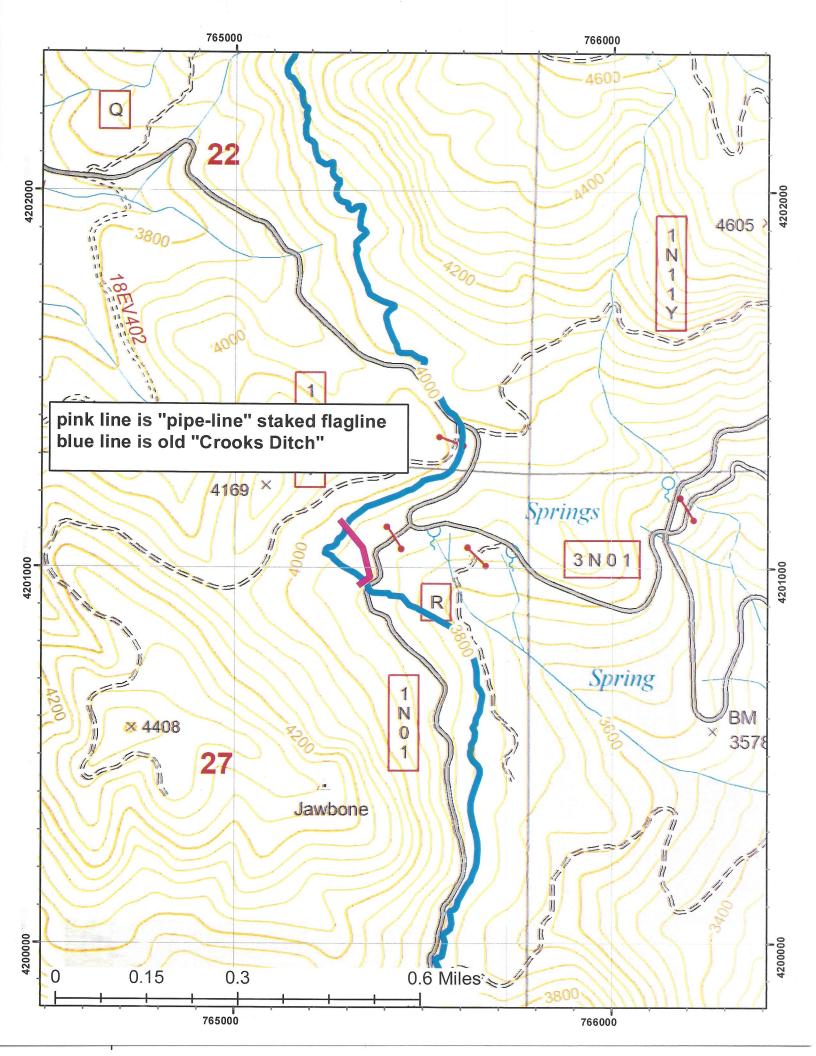
# SECTION J. ATTACHED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# The attachments listed below form a part of this Request for Quotations and any resultant contract:

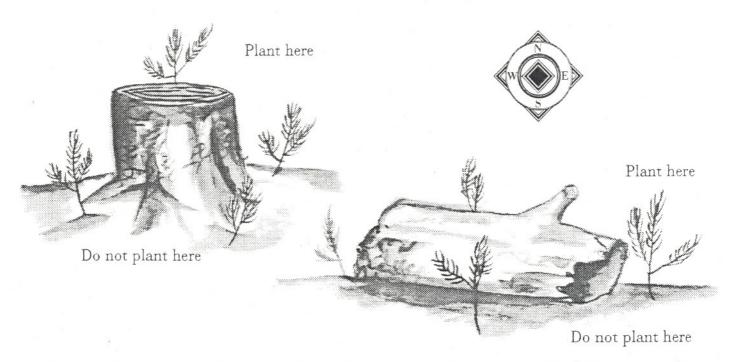
Title	Pages
Od MADS Alexile See the G Constant Ditable AVOID	PAGES
01 MAPS: North, South & Crooks Ditch AVOID	03
	PAGES
02 Exhibit A, B, C, E & F	05
	PAGES
03 HUD Service Contract Addendum	04
	PAGES
04 Unit Pictures	05
	PAGES
05 Unit Data Table	01
	PAGES
06 Wage Determination	_ 04







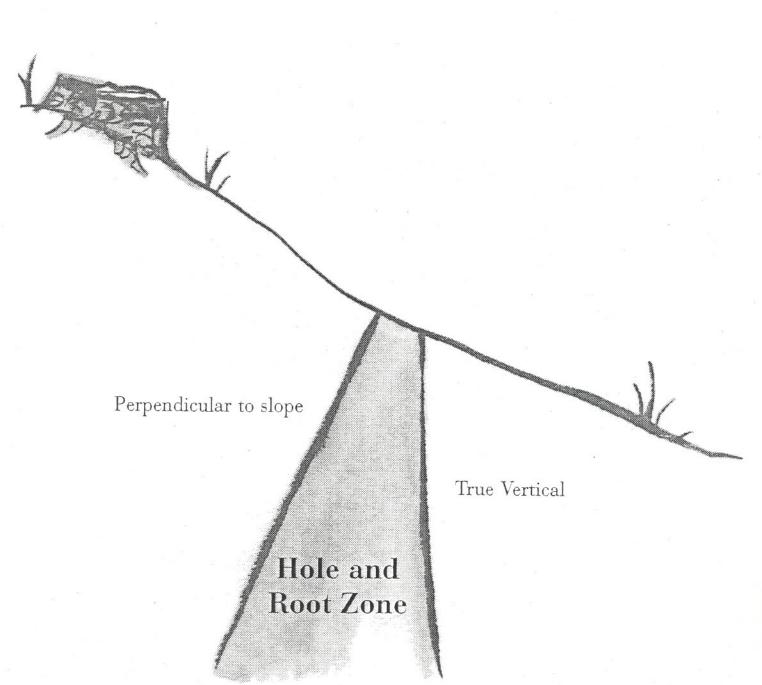
# EXNIBIT A-UTILIZATION OF MATERIAL TO PROVIDE SHADE



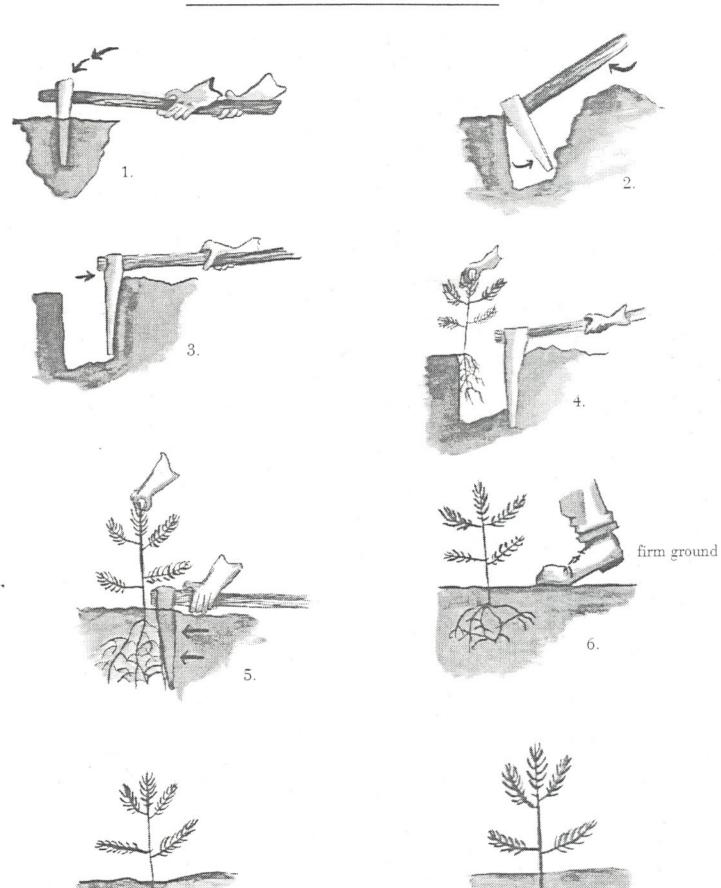
As shown above, trees must be planted on the north or east side of logs, stumps, brush piles, chunks of wood, rocks and brush patches to take full advantage of potential shade. With adherence to these specifications, trees will be designated properly planted.



Planting spots should be selected to take full advantage of materials that provide shade. Trees planted in the open will be shaded by placing debris on the south and west side of them.



# EXHIBIT C-STEPS IN HOE PLANTING

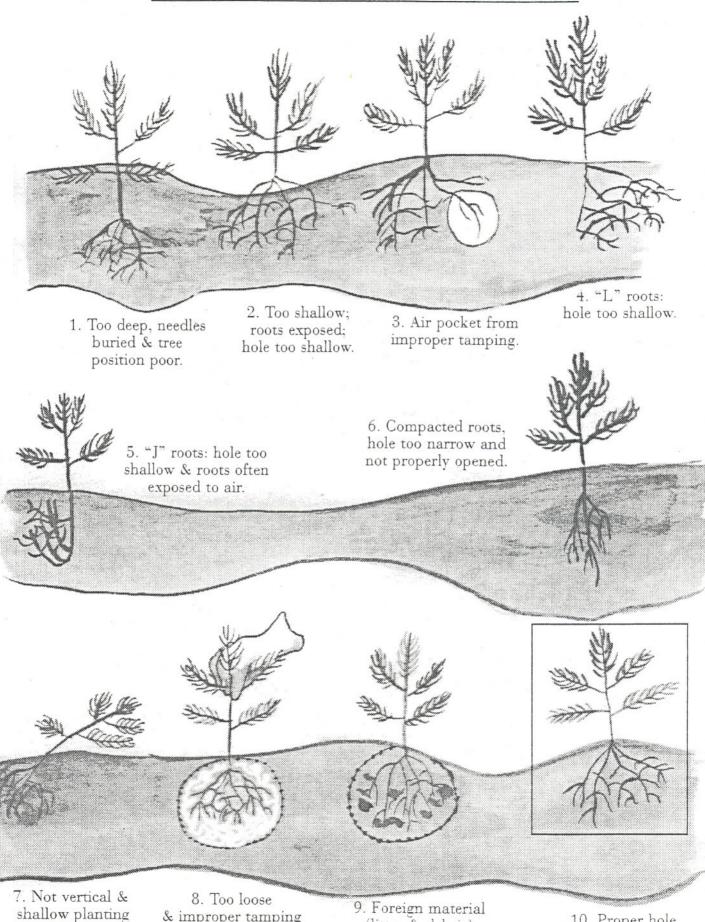


front view

side view

8.

# EXHIBIT PLANTING- UNSATISFACTORY AND SATISFACTORY



caused by improper digging of hole.

& improper tamping after planting.

(litter & debris) in hole.

10. Proper hole digging, planting, and tamping.

# EXHIBIT F-WEATHER GUIDLINES FOR PLANTING SEEDLINGS

Chart gives maximum allowable wind velocity for a given temperature-wet bulb depression combination.

Air tem	n						wet	bulb	depressi	on (°F)	1					
(°F)	1.0	)	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0
30 31 32 33 33 33 33 33 33 40 41 42 43 44 45 46 47 48 49 50 50 50 50 50 50 50 50 50 50 50 50 50				at if w	ind velo	ocity is	less tha	an 20 1	19 19 19 18 18	19 19 18 18 16 15 15 13	20 19 18 18 17 16 16 15 14 13 12 12 11 10	19 19 18 18 17 16 16 15 14 13 13 12 11 10 9 8 7	20 19 19 18 18 17 16 16 15 13 13 12 11 10 10 9 8 7 6 5 4 3	20 19 19 19 18 18 17 16 15 15 14 13 13 12 11 10 9 7 7 5 4 3 2 1	19 19 19 18 18 18 16 16 15 15 15 14 13 12 12 11 10 9 7 7 5 4 3 2 1	20 19 19 18 18 17 17 16 16 15 14 13 13 13 12 12 11 10 9 9 7 7 5 5 4 3 2 1

<sup>&</sup>lt;sup>1</sup>Dry bulb temperature reading minus wet bulb.

<sup>&</sup>lt;sup>2</sup>Planting allowed if wind velocity is less than value in table for a given air temperature-wet bulb combination.

# State of California Department of Housing and Community Development Required Bid and Contract Language for Funding Provided under Agreement 16-NDR-11694

(For Service Contracts Only)
Updated: October 8, 2018

The following provisions are hereby incorporated into every bid document, contract, subcontract, or agreement, regardless of how titled, between the United States Forest Service ("USFS") and any contractor or subcontractor in connection with the provision of services for the Forest and Watershed Health Program ("FWHP") described in that certain Cooperative Endeavor Agreement ("CEA"), 16-NDR-11694, dated September 26, 2017 between the California Department of Housing and Community Development ("HCD") and the USFS. The CEA governs the use of funding provided to HCD by the Department of Housing and Urban Development ("HUD") under their Community Development Block Grant ("CDBG") National Disaster Resilience ("NDR") funding award to HCD.

# 1. Compliance with Laws and Regulations

Contractors who contract with the USFS shall comply with all policies, guidelines, processes, procedures, rules, and requirements of the Federal Acquisition Regulation, 48 CFR Chapter 1, et seq. ("FAR"), as the same may be amended from time to time, as well as all federal, state, and local laws, rules, regulations, ordinances, and guidelines that govern or are otherwise applicable to the FWHP activities described in the CEA.

# 2. Anti-Lobbying Certification

All contractors and subcontractors are required to make an anti-lobbying certification and to disclose their lobbying efforts. Accordingly, by executing this agreement, the undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 3. Contractors and Subcontractors

- A. Contractors or subcontractors shall at all times during the term hereof:
  - Possess and maintain, at its own expense, during the term of this Agreement, all necessary licenses, permits, and authorizations required for the work or service being performed hereunder, and provide satisfactory proof of the same to USFS prior to the commencement of any work;
  - 2) Maintain, during the term of this Agreement, at least the minimum State-required Workers' Compensation Insurance covering all employees performing FWHP activities hereunder, and provide satisfactory proof of the same to USFS prior to the commencement of any work; and
  - 3) Perform all FWHP activities in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines and building codes, as the same may be amended from time to time.

#### 4. Access to Records

Contractors and subcontractors shall, at all times during the term of this agreement, provide to HCD, HUD, the State, the Comptroller General of the United States, the California State Auditor, and/or any of their duly authorized representatives, access to any books, documents, papers, and records for the purpose of making audits, examinations, excerpts, and transcriptions pursuant to 2 CFR Part 200.336 or other applicable law.

Contractor acknowledges that the USFS will be retaining all financial records, supporting documents, statistical records, and all other records pertinent to FWHP activity implementation and NDR compliance under this agreement for a period of five (5) years after HCD closeout of the CEA.

# 5. Energy Policy and Conservation Act

This agreement is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

# 6. Procurement of Recovered Materials

Contractors and subcontractors must comply with section 6002 of the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.), as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) by procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 7. Debarment

HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension or placement of ineligibility status. Prior to entering into any contract, all contractors, subcontractors, and lower tier contractors will be verified against the Federal publication that lists debarred, suspended, and ineligible contractors.

Executive Order 12549, "Debarment and Suspension," (2 CFR Part 180) provides that awards cannot be made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

# 8. <u>Section 3 Requirements: Procurement for Contracts and Subcontracts at or above</u> \$100,000

- A. The service work to be performed under this procurement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 170lu ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall be, to the greatest extent feasible, directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. Parties receiving CDBG-NDR funds shall be required as part of their contract with the USFS to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. By signing this agreement, contractor or subcontractor certifies that they are under no contractual or other impediment that would prevent them from complying with Part 135.
- C. Contractors and subcontractors shall send to each labor organization or representative of workers with which the contractor or subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 provision, and must post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.





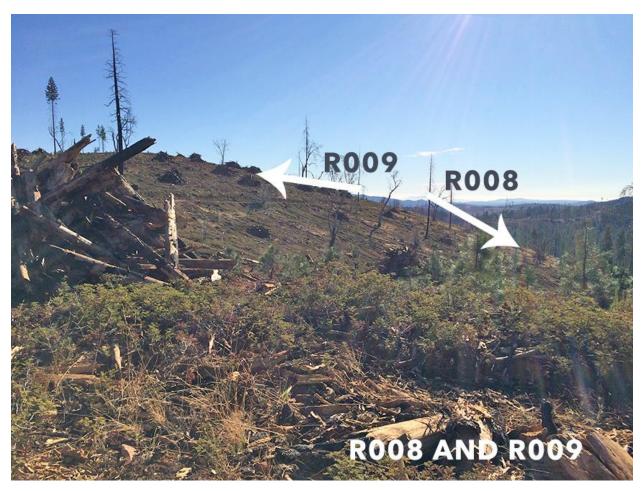


















# Attachment: Unit Data Table

<u>Unit</u>	<u>Alt.</u>	<u>Acres</u>	Avg. Elevation	CA-1 Sites Present?	CA-2 Sites Present?				
J005	5	156	5000	yes	yes				
J006	NR	122	4600	no	no				
J007	NR	35	4400	no	no				
J008	NR	22	4300	yes	no				
J010	NR	18	4300	yes	no				
J011	NR	15	4400	yes	no				
J013	NR	60	4800	no	no				
L006	1	111	4700	no	no				
L007	1	125	4300	no	yes				
L008	5	170	4000	yes	yes				
Q002B	1	175	4500	yes	yes				
Q003	1	21	4500	no	yes				
Q004	1	22	4400	no	yes				
Q007	1	34	3900	yes	yes				
Q010	1	23	4700	no	yes				
Q014	1	84	4100	yes	yes				
R008	1	12	4600	no	yes				
R009	1	25	4700	no	yes				
R011	1	54	4200	yes	yes				
R022	1	131	4300	yes	yes				
S001	5	308	3900	yes	yes				
T009	1	46	3800	no	yes				
U003	1	286	4100	yes	yes				
U005	5	18	3800	yes	no				
BB036	3	78	4600	no	no				
*Requires hand release (Item #2)									
BB033	1	60	4700	no	no				
BB053	1	75	5000	no	yes				
T006	5	458	4200	yes	yes				
T007	5	343	4200	yes	yes				
BB008	4	168	4100	no	yes				

**NOTE**: Plant spacing differs between the different types of Alts:

- <u>Alt. 1, 3, and NR</u> shall be planted 8×8' within burn piles and 12×12' outside burn piles
- Alt. 5 shall be planted 12×12' throughout the entire unit
- Alt. 4 shall only be planted in designated sites within the burn piles at a spacing of 8×8'

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Wage Determination No.: 1977-0727

Daniel W. Simms Division of Director Wage Determinations

Revision No.: 60 Date Of Last Revision: 02/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

Employed on service contracts for forestry land management the cleaning of public use areas and timber inventory services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner 08040 - Choker Setter 08070 - Faller/Bucker 08100 - Fire Lookout 08160 - Forestry/Logging Heavy Equipment Operator 08190 - Forestry Technician 08200 - Forestry Truck Driver 08250 - General Forestry Laborer 08280 - Nursery Specialist 08310 - Slash Piler/Burner 08340 - Tree Climber 08370 - Tree Planter		16.34 17.16 35.51 16.34 19.37 18.17 19.65 16.00 22.66 16.34 18.34 14.54

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159 the Wage and Hour Division does not recognize for section 4(c) purposes prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as ""approval of Wage and Hour issuance of a wage determination incorporation of the wage determination in the contract adjusting the contract price etc."" (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting ""arm's length negotiation"" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the Wage and Hour Division U.S. Department of Labor for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination."

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- D. Contractors shall include this Section 3 provision in every subcontract to ensure compliance with Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 provision, upon a finding that the subcontractor is in violation of the Part 135 regulations. Contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Part 135 regulations.
- E. Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under Part 135.
- F. Noncompliance with Part 135 regulations may result in sanctions, termination of any contractual agreements for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor is responsible for completing all reporting regarding Section 3 new hires and Section 3 Businesses. A sample Section 3 new hire chart and eligibility form is provided. Documentation of Section 3 outreach efforts shall also be required if new hires are required. New hire eligibility forms must be collected as hiring takes place.
- H. Section 3 Businesses must complete the Section 3 Business Eligibility Form, if applicable. A "Section 3 Business" is defined as:
- A business which is 51% owned by Section 3 residents; or
- A business in which 30% of its permanent employees are or were Section 3 residents; or
- A business which makes a commitment to subcontract in excess of 25% of the dollar award to a Section 3 business.

### **Section 3 Numerical Goals/Targets:**

- A. The target for New Hires & Training Opportunities is 30% of the aggregate number of new hires.
- B. The target for construction contracts with Section 3 Business Concerns is 10% of the total dollar amount. The goal is 3% of the total dollar amount of all other Section 3 covered contracts.

### PART IV: REPRESENTATION & INSTRUCTIONS

### L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract.

Offers are due by: Thursday February 25, 2021 at 4:00 p.m. Pacific time

Offers must be submitted by email to: Annie Prout-Garcia

annie.prout-garcia@usda.gov

To be considered for competition, offers must be received, completely, by the closing date and time. Offers must be signed and dated.

To be considered valid, an offer must contain, at minimum:

- Section B complete with pricing for all items, vendor information and signature.
- Technical proposal containing at minimum
  - Proposed work plan/schedule of accomplishing the work (include equipment and personnel to be used)
  - Contractor Inspection Plan to comply with the following:
    - Shall yield an inspection of at least two percent of the area/unit
    - Shall be documented clearly in writing and be available upon COR request
    - Shall show method of determining quality attained
    - Shall consider, as a minimum, the following
      - Above Ground Inspection
        - Spacing
        - Planting spot selection
        - Planting spot preparation
        - Seedling location on spot
        - Planting depth and exposed roots
        - Stem position or damage
        - Firmness and leveling of soil
      - Below Ground Inspection
        - Planting hole orientation
        - Root configuration and orientation
        - Altered root length and damage
        - o "Foreign" material, or dry soil, in planting hole
        - Loose soil or air pockets

DO NOT return an entire copy of this solicitation. The offer should contain the offeror's best terms from a price and technical standpoint, and sufficient documentation to support evaluation using the factors listed in the Reforestation IDIQ Contract.



# 865 Table Rock Rd. Central Point OR.97502 Tel. 541-326-6093 Fax. 541-630-5556

imperialforestry@hotmail.com
DUNS# 80-9697753

### IMPERIAL FORESTRY INC.

TECHNICAL PROPOSAL FOR TREE PLANTING/REFORESTATION

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# **Narrative:**

Imperial Forestry Inc. Is a WOSB-small business certified company that strives to provide our customers with a quality and professional service in forestry related practices since 2008.

We take substantial pride and care to maintain very high levels of quality to ensure satisfaction by all parties involved. We strive to finish contracts in a timely manner per the contract specifications and our history talks for ourselves. We have a just a huge mentality and confidence in our work that we always believe that we are the best party to assume this and many other contracts.

All our supervisors and quality control inspectors are cross-trained and proficient at both jobs. This enables them to help each other, ensuring that we provide the very best service possible.

Even though we have very competent and experienced employees, at the beginning of each workday, every employee is assigned to a project and is informed about all the pertinent specifications, technicalities, and details associated with the task order we are working on. This provides our employees with a complete understanding of our contractual obligations to the party or parties for which we have entered agreement with. This is normally done in the capacity of a daily crew briefing, where we discuss things such as safety concerns, proper work techniques, special requirements, professionalism, and other information specific to that day. The briefing normally occurs during the first thing in the morning and most of the time before even reaching the job site.

All our laborers are very familiar with proper reforestation methods and techniques, which include but are not limited to hoe dad and shovel tree planting, auger tree planting, site preparation, grubbing and tubing. All our employees are trained to handle the trees correctly. Through both hands-on and classroom training, we try to instill good handling techniques such as dipping roots in water or other solutions to treat roots if required, before placing them in our insulated planting bags.

Other handling techniques like keeping the trees out of hot sun, trying to keep bags shaded if possible to help retain moisture, carefully loading and unloading trees when transporting or grabbing boxes out of tree cooler, trailer, reefer or any other contract officer approved area and we absolutely do not throw trees. We also remind our employees that touching the roots, pulling off roots or altering the seedlings in any way is not allowed or tolerated and if done deliberately could result in a disciplinary action.

According to our past performance, Imperial Forestry has delivery all of its contracts ahead of schedule and with the utmost quality results and that's why we believe we are the Best Valued Company.



Tel. (541)326-6093

imperialforestry@hotmail.com

# **Project Site Visit:**

Imperial Forestry's overhead personal has visited some of the units on this project and we found that some portions of the units will be required more heavy scalping, but there are some easy areas an average will be moderate and there is good soil for the most part of the project. For access we found the are good access for the most part of the contract, we wasn't able to see all the units due to the snow blocking the access in the all the units of the North side of the project.

# **Quality Control Plan:**

Imperial Forestry will designate a quality control inspector on each crew, and he/she will be in the same unit at the same time as the crew taking the inspection plots to ensure that 90% or greater is achieved on all units. When conducting inspections, we will use an inspection form approved by the contracting officer and in a manner consistent with the government. Plots will be installed in a series of  $1/50^{th}$  or  $1/100^{th}$  acre plots in order to determine the slope corrections for each plot radius. Inspections for planted seedling will be performed concurrently with the progress of work. All this information will be documented clearly in writing and available for the COR upon request.

### **Inspection: Plot Procedure**

The steps taken to inspect each plot will be as follows:

The inspector will mark the inspection plots by using flagged markers to locate the plot center and identify them by consecutively numbering each plot and indicating the date of inspection. An additional piece of flagging shall be hung at least three feet above the ground adjacent to plot center. Our inspector will put a series of plots that is sufficient in number to yield at least one percent sample of contract acreage. Stocking and aboveground inspection will base on a minimum one-percent sample. Belowground inspection will base on a minimum equal to at least a third of one percent sample. Plots will be distributed uniformly over the entire acreage and plot locations will be performed unbiased.

### ABOVE GROUND INSPECTION

Our procedure for above ground inspection counts and records the number of planted seedlings in the plot. Records the number of creditable planted seedlings. This will be the number of planted seedlings in the plot, or if the number exceeds the number allow of planting spots, then it will equal the maximum allowable non-wasted seedlings, we will also check planting quality, tree care, site selection, planting depth, firmness, stem position, shade or protection, scalps, spacing.

### **BELOW GROUND INSPECTION:**

Below ground inspections will deal with the following: planting hole preparation, root configuration and orientation, root damage, foreign material in planting hole and air pockets and other things associated with tree planting. Each plot will be taken to ensure that a certain number of trees will require a below ground check allowing quality control to check the roots.

The number of trees inspected below ground will depend from plot to plot depending on the spacing and how many accepted trees exist within the plot radius. Trees will be dug in a manner that uses extreme caution so that the roots become exposed without alteration in any way providing for an accurate sample of root disposition, vertical placement, and all other findings related to quality control to be documented on the government designated inspection form. The dug trees will re-be planted in the same position as they were found.

The selection of plots will be done either by pacing the unit in chains while following the avenza maps, or by using a handheld G.P.S. device. Units will be inspected individually, and results will not be averaged with those of any other unit. All inspection sheets and maps will be given to a government official by the end of the workday that inspection took place or by latest the next morning.

### How Imperial Forestry will handle quality problems:

When problems come up with the planting quality, the crew boss and quality control inspector will identified and talk with those workers who are causing the issues and if necessary, they will stop the whole crew and do a site meeting to discuss the problems to find a solution that resolves the issue. In addition, the quality control inspector and foreman are responsible for all new employees' performance and will spend sufficient time with each of them for hands on training. Our lead supervisor will guide new employees through the entire planting process until he/she has a good grasp of the planting process. We sometimes will then pair these folks up with our best and experience planters for more on-hands training until they are completely comfortable.

### **Bare Root Seedling Dipping:**

Imperial Forestry will provide sufficient clean water and tubs for dipping operation. The crew boss and quality control inspector will closely monitor the dipping operation and check that all trees are removed from the shipped boxes. The tress will be immediately dipped in water for no less than 1 minute but no more the 2 minutes and after dipping the trees they will be wrapped in a wet sontara material to keep roots moister. This dipping operation will be done as an entire group maintaining 10 feet distance during the day.

Imperial Forestry will provide planting bags and Insulated Liners constructed of Kimtex Jelly–Roll material surrounded by polyester mesh that are free of defects and clean conditions.



# **Imperial Forestry Work Plan**

During our tree-planting season, we normally work five or six days a week, eight hours per day, Monday through Saturday making form 40 to 48 total hours per week. We will however work Sundays or extra hours if necessary, to complete contracts within the allotted time.

Imperial Forestry will be ready to start this contract by March 1<sup>st</sup>. We will designate a minimum of two crews and as many crews needed to finish the planting contract on time, each crew will have 10 or more planters plus one non-working supervisor and one quality control inspector and each crew will plant an average of 11,000 seedlings each workday finishing all the planting items in 20 workdays with two crews.

For the Hand Release, Imperial Forestry will designate two 12-person crews, each crew will average 8 acres per workday finishing the Item in 6 workdays.

Imperial forestry crews will use, Hoe-dads or shovels for planting and to transport the seedlings to the project site we will use pick-ups trucks with an insulated trailer to haul the trees. To transport workers to the work site we will utilize 4-weel drive vans. If no roads are accessible for cars then an ATV's or UTV's will be used to transport equipment, seedlings, supplies, and personnel to job sites if use is allowed. Imperial Forestry understands that spring planting has a short window so we will have crews available to start this contract with the effective notice to proceed at any moment.

Imperial Forestry has Key personnel, Employees and equipment to furnish up to (10) crews of 12 workers, so that give us the ability to adjust crew numbers and size to accomplish the work within the given timeframes on the Contract.

We have ten 4x4 utility trucks, and (15) 4x4 vans for personnel transport. In addition, we have (10) insulated trailers, and (5) ATV's, UTV's that can be used to transport equipment, seedlings, supplies, and personnel to job sites where appropriate. All our drivers and ATV operators are fully trained and licensed with excellent driving records. As far as tools go, we have enough hand tools, which include planting bags & hoe dads, planting shovels, and fire tools to outfit Nine planting crews of fifteen workers. We also have 10 gas-powered augers used for tree planting. All our tools meet the specifications and special fire and safety requirements for this contract. We can readily purchase any additional equipment or supplies needed to finish the job.

### **Bio based Product Plan:**

Imperial Forestry is proud to say that for the last three years all our auto, tools, and cleaning products are bio based, such as cleaning towels, digressers, two-Sycle oil for power chainsaws and chain bar oil.

### Price Breakout

Imperial Forestry settled at this bid price by attending the site visits of the contract and walking some of the units that were accessible. We also consider the different competing vegetation, topography, and accessibility of each planting unit on the contract.

Another aspect to consider is the requirements of the contract and the different specifications; we also must consider the wage determination for employees & drivers, the cost of the logistical such as tools, vehicles, worker compensation & liability insurance, mobilization and housing for each crew and different materials that the contract requires.

# **Equipment Inventory**

- 2019 Ford F-350
- 2017 Toyota Tundra 4x4
- 2018 Ford F-150 4x4
- 2017 Ford F-250 p/u 4x4
- 2011 Ford F-250 p/u4x4
- 2011 Ford F-250 p/u4x4
- 2018 Ford F-250 p/u 4x4
- 2018 Ford F-250 p/u 4x4
- 2019 Ford F250 p/u 4x4
- 2020 Ford F550 p/u 4x4
- 2018 GMC Van 4x4
- 2014 GMC Van 4x4
- 2015 GMC Van 4x4
- 2015 GMC Van 4x4
- 2016 Chevrolet Van 4x4
- 2016 Chevrolet van 4x4
- 2017 GMC Van 4x4
- 2017 GMC Van 4x4
- 2017 Chevy Van 4x4
- 2017 Chevy Van 4x4
- 2004 Ford E-350 van
- 2019 Chevy Van 4x4

2004 Ford E-350 van

- 2019 Chevy Van 4x4
- 5 ATVs
- 130 Stihl 461 chainsaws
- 20 Stihl 440 chainsaws
- 10 Stihl 362 chainsaws 150 Hoe dads 150 Planting Bags and 150 Planting shovels



# 5865 Table Rock Rd. Central Point OR.97502 Tel. 541-326-6093 Fax. 541-630-5556

## imperialforestry@hotmail.com

# Tree Planting Past Performance

Name: IDIQ Tree Planting USFS R1 West Site Montana

Type & Contract No. Tree Planting AG-0343-C-16-0008

Value: \$ 268,500.00

Dates; 04/20/20 to 06/25/2020

Contacting Officer: Derrick Dodson (406)329-3988 <u>derrick.dodson@usda.gov</u>

CORs Lolo NF: Carly Aniballi - carly.aniballi@usda.gov

Flathead NF: Elliott Mayer 406-309-4949 elliottmayer@usda.gov

We planted 2,340 acres in combination with the Two National Forest. We finish on time

and received full pay.

Name; IDIQ Tree Planting USFS R1 East Site Montana

Type & Contract No. Tree Planting AG-0343-C-18-0001

Value; \$ 257,250.00

Dates; 04/10/20 to 06/30/2020

Contacting Officer; Gary Stephens - (406) 587-6774 - <a href="mailto:gary.stephens@usda.gov">gary.stephens@usda.gov</a>
CORs. Custer NF. Scott Elmore - (605) 797-4432 - <a href="mailto:scott.elmore@usda.gov">scott.elmore@usda.gov</a>
BDNF. Joan Williams - (406)-859-3211 <a href="mailto:joan.willams@usda.gov">joan.willams@usda.gov</a>
Clay Demastus - 406-522-2553 - <a href="mailto:clay.demastus@usda.gov">clay.demastus@usda.gov</a>

470,000 Seedlings were planted in combination with 3 National Forest. We finish all the

task orders on time and received full pay.

Name: Roseburg Resources Co. Contract No. & Type: Tree Planting Private

Size & Value: 1,200,000.000 Seedlings - \$560,000

Dates: 12/07/2019 to 03/30/2020

Foresters: Charly Moyer - 541-679-2176 Ext. 52176 charly.moyer@rfpco.com

Tim Truax -541-297-8704 ttruax@rfpco.com

We planted over one million trees on this contract using four crews, we finish the contract on 03/20/2020 receive full pay, Highest customer satisfaction and time to spare.

Name: Seneca Jones Timber Company

Contract No. & Type: Tree Planting Private

Size & Value: 580,000.00 Seedlings - \$250,200

Dates: 01/07/2020 to 04/01/2020

Forester: Adam Stinnett - (541)673-6494 - astinnett@senecasawmill.com

580,000 seedlings were planted using two crews and receive full pay and time to spare.

Name: FY19 King Fire Spring Hand Tree Plant

Pacific Ranger District, El Dorado NF.

Contract No. & Type: 129JGPF0020 Tree Planting
Size & Value: 147000 Seedlings - \$56,202.00
Dates: 03/20/2019 to 04/15/2019

COR. James Brown - 530-333-5530 - james.brown@usda.gov CO. Robert Briney - 530-478-6120 - robert.briney@usda.gov

We finish the contract with time to spar and good customer satisfaction.

Name: Mi-wok and Groveland Planting FY19

Groveland RD. Stanislaus National Forest

Contract No./Type: 129JGP19Q0023 Tree Planting Size & Value: 124,000 Seedlings \$39,780.00 Dates: 03/27/2018 to 04/10/2019

COR: Kim Williams - 209-962-7825 - <u>kim.williams@usda.gov</u>
CO. Robert Briney - 530-478-6120 - <u>robert.briney@usda.gov</u>

We planted 124,000 seedlings in 10 workdays and finish the contract ahead schedule and left the customer with great satisfaction.

Name: 2020 Bitterroot NF Spring Planting Type & Contract No. Tree Planting 12034320F0019

Size & Value: 577ac. \$65,818

Dates: 04/20/2020 to 05/30/2020

CO. Derrick Dodson (406)329-3988 <u>derrick.dodson@usda.gov</u>
COR. Marc Valencia 406-777-7443 <u>marc.valencia@usda.gov</u>

We did 378 acres of tree planting and 199 acres of Tube installation, finish with time to spare and received full pay.

Name: Malheur National Forest Reforestation IDIQ

Type & Contract No. Tree Planting 1204GG20F0009

Size & Value: 1,720ac. \$125,600.00 Dates: 04/02/2020 to 05/30/2020

CO. Darnell Williams - (541)- <u>darnell.williams@usda.gov</u>
COR. Zane Murray - 541 575-3335 - <u>zane.murray@usda.gov</u>
COR. Mike Couey - 541-820-3841 <u>michael.couey@usda.gov</u>

Complete the contract on time with no mayor issues and received full payment for 1,720 acres were planted at 14x14. We use two crews of 14 planters to complete this contract on the two different Ranger Districts.

Name: IDIQ Tree Planting USFS R1 West Site Montana

Type & Contract No. Tree Planting AG-0343-C-16-0008

Value: \$437,500.00

Dates;: 04/20/19 to 06/20/2019

Contacting Officer: Shane Thao - (406) 329-3582 - shane.thao@usda.gov

CORs Lolo NF: Carly Aniballi - carly.aniballi@usda.gov

Flathead NF: Karl Anderson 406-250-6604 karl.anderson@usda.gov

We planted 1827 acres in combination with the Two National Forest. We finish on time

and received full pay.

Name: Lassen NF. Eagle Lake Ranger District

Type & Contract No. Tree Planting 129AC7F0024

Size & Value: 213ac - \$28,094.00 Dates: 04/01/2019 to 05/20/2019

COR: Tracy Marino - 530-226-2451- <u>tracy.marino@usda.gov</u>
COR: Philip Jack - 530-257-4188 - <u>philip.jack@usda.gov</u>
213 acres of tree planting on the Blacks CT1, Buggle and Finn planting

Projects. Finish on time with no issues and received full pay.

Name: Malheur National Forest Reforestation IDIQ

Type & Contract No. Tree Planting AG-04KK-C-15-0002

Size & Value: 3,720ac. \$327,900.00 Dates: 04/02/2019 to 05/30/2019

CO. Bryce Kamerdula - (541)-575-3155 bryce.kamerdula@usda.gov

COR. Tony Bertel - 541 575-3333 - tony.bertel@usda.gov

COR. Mike Couey - 541-820-3841

Complete the contract on time with no mayor issues and received full payment for 3,720 acres were planted at 14x14. We use two crews of 14 planters to complete this contract.

Name; IDIQ Tree Planting USFS R1 East Site Montana

Type & Contract No. Tree Planting AG-0343-C-18-0001

Value; \$ 257,250.00

Dates; 04/12/19 to 06/30/2019

Contacting Officer; CORs. Custer NF.

BDNF.

Helena NF.

Gallatin NF.

Gary Stephens - (406) 587-6774 - gary.stephens@usda.gov
Scott Elmore - (605) 797-4432 - scott.elmore@usda.gov
Joan Williams - (406)-859-3211 joan.willams@usda.gov
Rylie Dopler - 406-495-3920 - rylie.dopler@usda.gov
Clay Demastus - 406-522-2553 - clay.demastus@usda.gov

530,000 Seedlings were planted in combination with 3 National Forest. We finish all the task orders on time and received full pay.

Name: Lassen NF. Hat Creek Ranger District Type & Contract No. Tree Planting AG-9AC7-C-16-0026

Size & Value: 1,134ac \$129,404.00 Dates: 04/10/2018 to 05/20/2018

Contracting Officer: Tracy Marino 530-226-2451 <u>tracy.marino@usda.gov</u>
COR: Paul White 530-336-3365 <u>paul.white@usda.gov</u>

1,134 acres of tree planting on the Reading Fire were we finish on time with no issues and received full pay.

Name; Roseburg Resources Co.
Contract No. & Type Tree Planting Private

Size & Value; 1,000,000.000 Seedlings - \$420,550

Dates; 12/07/2018 to 03/30/2019

Foresters; Tim Truax - <u>ttruax@rfpco.com</u> - 541-297-8704

We planted over one million trees on this contract using four crews, we finish the

contract on 03/30/2019 and receive full pay and time to spare

Name: Malheur National Forest Reforestation IDIQ

Type & Contract No. Tree Planting AG-04KK-C-15-0002

Size & Value: 5,745ac. \$527,500.00 Dates: 03/18/2018 to 05/30/2018

CO. Bryce Kamerdula (541)5753155 bryce.kamerdula@usda.gov

COR. Tony Bertel 541 575-3333 tony.bertel@usda.gov 541-575-3335

COR. Mike Couey 541-8203841

Complete the contract on time with no mayor issues and received full payment 5,745 acres were planted at 14x14 we use three crews to complete this contract.

Name; IDIO Tree Planting USFS R1 West Site Montana

Type & Contract No. Tree Planting AG-0343-C-16-0008

Value; \$ 437,500.00

Dates; 04/20/18 to 06/20/2018

Contacting Officer; Paul Hickey (406) 329-3860 <u>paul.hickey@usda.gov</u> CORs. Lolo NF. Beth Wood (406) 329-3706 <u>elizabeth.wood@usda.gov</u> Flathead NF. Karl Anderson 406-250-6604 <u>karl.anderson@usda.gov</u>

We planted 1827 acres in combination with the Three National Forest we finish on time

and received full pay.

Name: BLM Winnemucca Management Unit Type & Contract No. Sage Brush Planting L17PX1163
Size & Value: 218,000 Seedlings \$114,660.00
Dates: 11/07/2017 to 11/22/2017

COR: Sadie Runge 775-623-1581 <u>srunge@blm.gov</u>
Contracting Officer: Shad Stoddard 775-861-6531 <u>sastoddard@blm.gov</u>

Finish the contract with no issues and time to spar received full pay.

\_\_\_\_

Name: Klamath NF. Happy Oak Ranger District Type & Contract No. Tree Planting/grubbing and Vexar Tubing

AG-9AC7-C-16-0032

Size & Value: 1,155ac \$119,404.00 Dates: 04/10/2016 to 06/20/2016

Contracting Officer: Katherine Pasini 530-226-2446 kpasini@fs.fed.us

COR. Todd Drake 530-493-1740 tdrake@fs.fed.us

1,155 acres of tree planting 112 acres of Tubing and 307 acres of hand grubbing were

completed with time to spare and received full pay.

Name: Lassen NF. Hat Creek Ranger District Type & Contract No. Tree Planting AG-9AC7-C-16-0026

Size & Value: 1,204ac \$119,404.00 Dates: 04/10/2016 to 06/20/2016

Contracting Officer: Marilyn Ladd 530-226-2451 <u>mladd@fs.fed.us</u>
COR: Paul White 530-3365 <u>pwhite01@fs.fed.us</u>

1,204 acres of tree planting on the Reading Fire were finish on time and received full pay.

Name: Modoc National Forest

Type & Contract No. Tree Planting & Grubbing AG-9JNE-C-14-0003 Size & Value: 430,000sedlings & 721ac of Grubbing \$37,579.00

Dates: 04/10/2015 to 05/20/2015

Contracting Officer: Diane Morris 530-226-2447 <a href="mailto:dmmorris@fs.fed.us">dmmorris@fs.fed.us</a> CoR: Caty Carlock 530-279-8331 <a href="mailto:carlock@fs.fed.us">carlock@fs.fed.us</a>

430,000 Planted seedlings and 721 acres of tree grubbing were finish on time with good quality control and received full pay.



# **KEY PERSONNEL**

### Contractor Representative/Project Manager: Raymundo Gonzalez

Gonzalez, Raymundo has full authority to bind the contractor. He has been working for the last 18 years as lead supervisor. Experienced lead supervisor and fire crew boss in all of the 11 western states. He is knowledgeable and experienced in all aspects of forestry management. He has immense experience with planting contracts. Has work with some of the best private and public contractors. Raymundo is a leader, a listener, a motivator, and a great person that hears everybody's opinion on anything. Raymundo is fully conversant in both the English and Spanish languages and can read, speak and write perfectly in English.

Crew Foremans/Supervisors: Efrén Moreno, Luciano Gonzalez, Pedro González, Fernando Pérez, Meliton Garcia, Luis Martin Rodriguez, Lino Gonzalez, Hector Rodriguez and Rafael Gonzalez.

**Efren Moreno** - Has 17 years of forestry experience. He has been a quality control inspector for Imperial Forestry, Inc. for the past seven years before becoming a crew boss six years ago. Efren has successfully demonstrated his supervising ability to manage crew personnel and day-to-day operational aspects of a project, understand how to perform required quality control inspections, finish contracts on time, excellent quality control and customer satisfaction. Efren biggest characteristic is leadership. He has great leadership skills that take any contract and finishes it with exceptional customer satisfaction. He has also served as crew boss for Imperial Forestry for six years.

Luciano Gonzalez - Has seven years as a crew supervisor and quality control inspector. Has experience in any possible class of project, including but not limited to tree planting pre-commercial thinning and pruning. Luciano has a keen eye to see and to address hazards. Provides excellent leadership and confidence to his crew at all times. Luciano has demonstrated his ability to create and execute project work plans, understand how to perform the required quality to control inspections and manage day-to-day operational aspects of a project. He excels as crew supervisor for Imperial Forestry for the last 5 years.

**Fernando Perez** - Has successfully demonstrated his inspection ability's numerous times, resulting in an excellent customer satisfaction. He demonstrates his experience in minimizing and mitigating risks while working on a project. Very responsible with is work onsite and can coordinate with all parties necessary to perform excellent results. He has over 15 years of experience with seven of those years as an employee of GE Forestry, Inc. For the last five years, Fernando has served as squad boss and crew boss for Imperial Forestry.

**Lino Gonzalez** - Has 11 years of experience. He has been quality control inspector for six years before he become a crew supervisor for the last five years, for tree thinning, White Pine pruning, hand piling and tree planting contracts. Lino demonstrates his ability to manage crew personnel day to day and create and execute project work plans and revises as appropriate to determine the manpower required for the job, resulting in an excellent customer satisfaction.

**Pedro Gonzalez:** Has 4 years of experience as a crew supervisor and quality control inspector on every class of projects. His specialties include tree planting pre-commercial thinning and pruning. Pedro has demonstrated his ability to create and execute project work plans, understand how to perform the required quality control inspections and manage day-to-day operational aspects of a project. He excels as crew supervisor for Imperial Forestry for the last four years.

**Meliton Garcia:** He has six years as a crew supervisor and quality control inspector on every class of projects such as tree planting, pre-commercial thinning, and pruning. Meliton has demonstrated the ability to create and execute project work plans and understand how to perform the required quality control inspections. He can manage day-to-day operational aspects of projects, hold safety meetings with onsite personnel, and coordinate with all parties necessary to perform the work. He excels as crew supervisor for Imperial Forestry for the last four years.

Luis Martin Rodriguez: He has three years as a crew supervisor and quality control inspector on every class of projects such as tree planting pre-commercial thinning, and pruning. Luis has demonstrated his ability to create and execute project work plans, understand how to perform the required quality control inspections, and manage day-to-day operational aspects of project. He excels as a crew supervisor for Imperial Forestry for the last three years.

**Hector Rodriguez:** He has successful demonstrated his ability to manage crew personnel and day-to-day operational aspects of projects. He understands how to perform the specifications of the contract and required quality control inspections, excellent quality control and customer satisfaction. Hector has been quality control inspector and crew boss for three years.

**Rafael Gonzales**; Has 14 years of experience in the forestry and six of those years as a crew supervisor and quality control inspector on every class of projects as it could include tree planting pre-commercial thinning and pruning mechanical thinning and Fuels Reduction. Rafael has demonstrated his ability to create and execute project work plans, understand how to perform the required quality control inspections and manage day-to-day operational aspects of project. He excels at training and improving people's ability to work efficiently. He excels as crew supervisor for Imperial Forestry for the last 4 years.

### **Quality Control Inspectors:**

Julian Salvador, Cesar Garcia, Juan Ordoñez, Abraham Cano, Rodrigo Yanez, Eulogio Gonzalez, Carlos Jurado, Alvaro Gonzalez and Juan Pablo Rodriguez.

**Julian Salvador Rodriguez:** Has been successfully in demonstrated his ability to manage crew personnel and day-to-day operational aspects of project. Always starts his day with a positive attitude and looks for ways to improve for both himself and his crew. He understands how to perform required quality control inspections, excellent quality control and customer satisfaction. Arturo has been quality control inspector for three years.

**Cesar Garcia:** He has over 12 years of experience with planting, thinning, fire fighting, and any other forestry related work. He has demonstrated the ability to understand how to perform the required quality control inspections and oversee the employees working on the job. Cesar have been an inspector for the last 5 years for all types of projects including thinning, pruning, piling & tree planting and tubing.

**Rodrigo Yanez:** He has four years of experience as quality control inspectors and crew supervisors. Rodrigo has been working for over nine years in forestry related work and has demonstrated his ability to create and execute project work plans, understand how to perform the required quality control inspections and manage day-to-day operational aspects of project. Juan is a great understanding guy that manages his work with responsibility and passion. He has served Imperial Forestry as quality control inspectors for the last 4 years.

**Abraham Cano**: He has over 5 years of experience on forestry practices and three years as a quality control inspector. Abraham has demonstrated his ability to manage crew personal and understand how to perform the required quality control inspections and manage day-to-day operational aspects of the project. He excels at show proper discipline and always has his crew worker hard, but most of all effectively. This person has served Imperial Forestry as a quality control inspector for the last three years.

**Eulogio Gonzalez:** He has two years as a quality control inspector. Eulogio has demonstrated his ability to understand how to perform the required quality control inspections and manage day-to-day operational aspects of projects. He excels as a quality control inspector for Imperial Forestry for the last two years. He has over 15 years a forestry worker and knows how to mitigate problems and find solutions that will benefit all sides.

**Juan Pablo Rodriguez:** He holds an outstanding 10 years of experience on forestry work and two years performing the quality control inspection job with Imperial Forestry. He understands how to perform the specifications of the contracts and to maintain an excellent quality control. He knows the work to perfection and can easily talk to the crew for any situation. Very organizational, natural leader, and always has a positive attitude. He has been a quality control inspector for the last twelve months.

Our key personnel are bi-lingual English and Spanish and they are all firefighters Type 1.



# Imperial Forestry COVID-19 and Safety Plan IIPP - Injury & Illness Prevention Program

The safety of each person employed by Imperial Forestry has always been and will continue to always be our number one priority. With the current concerns regarding the spread and outbreak of COVID-19, Imperial Forestry will make sure that each of our crew foremen/supervisors are updated with the most current State and Local Government requirements in regard to COVID-19. Imperial Forestry will make sure that all the information and requirements are promptly communicated to each employee that are engage on this project. The foremen/crew supervisors will make sure that everyone on the crew are following these safety requirements to avoid spreading the virus.

The rules that our crew foremen/supervisors will be implementing are:

- The use of face masks and maintain 6 feet (social distancing) between people while working or shopping at groceries stores.
- Wash their hands as frequent as possible needed and avoid touching eyes, nose or mouth
- Restrain from physical contact; no hands shanks.
- No touching other personnel's phone
- Avoid close gatherings in groups of more than ten people at lunches and breaks
- Breaks should be done in a manner that practices appropriate social distancing.
- Stay in their hotel rooms as much as possible, only going out for essential items
- Assign equipment to specific operators when feasible. When it is not feasible, practice a double disinfect approach.
- Anyone who needs to use a piece of equipment must disinfect the key surfaces before and after use. The next person to use the equipment will do the same, Includes mobile equipment, common hand tools, etc.
- Use respiratory masks if they are coughing
- Stay in the hotel if they feel sick and communicate that to the supervisor
- Imperial Forestry will make sure that each vehicle will keep hand sanitizer or soap and water so the workers can wash their hands as often as needed

Based on the implementation of the rule that more than ten people are not allowed to be gathered, we are going to designate two vehicles for each crew to transport the employees to the work site so we can keep groups smaller than ten at all times. Also we will be lodging each crew on separate motels to maintain a healthy work environment so we can keep our business operation.

Imperial Forestry and its employees want to contribute in trying to stop the risk of spreading the virus. For the safety of each of the employees and the communities we are staying in, the crew supervisor and quality control inspector of each crew will make sure

that the employees are following the recommended guidelines of the Local, State and Federal Health authorities.

Whenever employees need to go to a store to get groceries, they will not go all at the same time, Imperial Forestry will implement a rule that they can't go to any store in groups bigger than five people at the same time for their own and the local community's safety.

If our supervisors suspect that one of our employees is having any of the symptoms associated with the COVID19, they will notify Imperial Forestry manager immediately and we will send that person to be tested and after having the results Imperial Forestry's manager will notify right away the government personal associated with the contract we are working on at the time.

Before sending any crews to a new job, we will make sure that each of the employees in the crew are not feeling any symptoms associated with the virus; if they are feeling sick, we will send them to see a doctor so they can evaluate the symptoms and decide if it is recommended for them to be tested for COVID-19.

### Safety Plan.

Before sending any of our employees to a new job, their personal safety is always considered and discussed with our folks first. All safety elements will be thoroughly discussed and must have valid ways to mitigate any known hazards for each individual job site before starting any new job. By mitigating known or expected localized area hazards our employees are not jeopardizing their health and/or safety. In the event unknown or unexpected hazards occur, our foremen and inspectors are trained to recognize the hazard and unsafe conditions.

Foremen and Inspectors will then assess the hazard and take the appropriate action for the hazard at hand. Depending on the nature and severity of the unforeseen health and/or safety hazard, our key personnel assigned will then make the appropriate notifications to all those at risk (Imperial Forestry employees & any other person noticed in the area who may be affected). We will also promptly notify the government and all other appropriate authorities of all newly discovered hazard within the vicinity of the project area.

Imperial Forestry's General Manager, Raymundo Gonzalez is ultimately in charge of our health and safety program (or IIPP). While Raymundo oversees the oversight of the program itself, each supervisor and inspector we send with our project crews is responsible for ensuring that we are following our safety plan. Ultimately every employee has the right and responsibility to speak up when he or she notices an unsafe work practices being followed by any employee. Resolve safety concerns before continuing work, if the unsafe situation cannot be resolved immediately, appropriate personnel will be notified immediately. Imperial Forestry tries to instill the philosophy of "lead by example" in our employees.

New employees are able to see correct ways to safely perform certain tasks when our veteran employees are leading the example. On-site safety precautions will be taken to help prevent accidents. These precautions include the required use of hard hats, gloves and proper foot attire. Our employees are encouraged to invest in a good set of raingears since we work in adverse weather during the wet season. By keeping our employees dry, we find that they rarely are succumbing to the cold or flu virus. Things like accident forms, names and locations of hospitals, insurance information as well as other miscellaneous documents and forms are kept inside a folder that is placed in the cab of every vehicle used by our company to transport personnel to and from jobsites. In each vehicle, we carry first-aid kits and fire extinguishers. When working in areas we are not familiar with we make sure to obtain local police, fire department, ambulance, and hospital/clinic names locations and addresses.

For this task order, we are going to be working where there is no cell phone service. The crew will have a satellite phone or two-way multi-channel programmable radios to contact 911 and or the COR in charge of this task contract so they can assist us with an ambulance or a helicopter in the event that something happens. If the emergency does not require any of those, the crew supervisor is going to take the person to the closest hospital by driving one of the company vehicles.

All our Foremen and inspectors are first aid and CPR trained and certified. Foremen and Inspectors are always considered to be our designated "safety officers". Currently one out of every five of our laborers on a crew has been put through first-aid CPR training as well.

We have written rules and regulations written in both Spanish and English, which every employee is presented with each year to read, sign, and turn back into Imperial Forestry. Also, before starting work, each day our employees are also reminded about the general safety hazards of working in the forest.

Our company has developed evacuation plans for our work sites and property. These plans have been put into place for our employees as well as our customers, to ensure safe escape from natural disasters as well as human caused catastrophe. We also send two-way multi-channel programmable radios for our folks when they leave our base.

### When we are working in forested areas (especially burned areas)

We will always post lookouts to mitigate injury from falling debris and rolling rocks and logs. When wind is strong enough to impose an immediate threat to any of our personnel on the ground, we will disengage in our work until such a time permits that we can safely resume. During this time, we will seek shelter in vehicles if safe to do so, or we will simply abandon the work site if it looks like the weather will not let up. As soon as weather permits, we will resume work. Government personnel will be notified in this type of event.

We try very hard to prevent injuries and accidents from happening and avoid anything that may jeopardize the safety of our employees. All are well aware of the dangers of performing tree planting, tree thinning, and the elements of the outdoors and are trained to always have respect for these things, making take extra precautions to ensure safety for all. Any employee committing a deliberate unsafe act in which jeopardizes the safety and/or health of anybody in project area will be thrown off the jobsite and terminated on the spot. Injuries resulting from horseplay could lead to termination as well. We are proud to say that there have been no serious accidents or injuries with our employees for over a year now.

All of Imperial Forestry drivers have their medical exam (physical) and are MSPA and USDOL certified. Our drivers all possess valid state drivers' licenses and have very good DMV driving records. When driving in secluded areas with narrow winding roads our drivers make sure to adhere to all posted speed and other road signs. When no signs are posted on forest gravel roads, our employees are trained to drive no faster than 25 mph to avoid collision with logging trucks or any other vehicle. They are always advised to always drive alert and expecting that some other vehicle may come on the opposite direction especially on curved roads, limited visibility, or when there are logging trucks on the area.

Imperial Forestry follows federal and State laws, and all drivers aren't allowed to use cell phones when operating a company vehicle.