

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 03/29/2021		2. CONTRACT NO. (If any) AG-9JGP-C-17-0051		6. SHIP TO: a. NAME OF CONSIGNEE USDA FOREST SERVICE	
3. ORDER NO. 127EAS21F0012		4. REQUISITION/REFERENCE NO. 1023019		b. STREET ADDRESS STANISLAUS NF SO SUPERVISOR OFFICE 19777 GREENLEY ROAD	
5. ISSUING OFFICE (Address correspondence to) USDA-FS CSA SOUTHWEST 2 333 BROADWAY BLVD SE ALBUQUERQUE NM 87102-3498				c. CITY SONORA	
				d. STATE CA	e. ZIP CODE 95370
7. TO: JEFF NELSON a. NAME OF CONTRACTOR CUTTING EDGE FORESTRY INC b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS PO BOX 300 1100021155				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Proposal submitted 3/17/2021 <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY TALENT				e. STATE OR	
				f. ZIP CODE 97540-0300	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE USDA FOREST SERVICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/12/2021	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Award of task order under CCASA Reforestation IDIQ: FY21 HUD Jawbone Herbicide					
	Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		INVOICE PROCESSING PLATFORM IPP				\$179,720.10
b. STREET ADDRESS (or P.O. Box)		ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV				\$179,720.10
c. CITY		d. STATE		e. ZIP CODE		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) SARAH J. HILL TITLE: CONTRACTING/ORDERING OFFICER			
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 03/29/2021	CONTRACT NO. AG-9JGP-C-17-0051	ORDER NO. 127EAS21F0012
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Admin Office: USDA-FS CSA SOUTHWEST 2 333 BROADWAY BLVD SE ALBUQUERQUE NM 87102-3498 Period of Performance: 04/12/2021 to 05/02/2021 Clethodim Application	9390	GA	15.49	145,451.10	
0002	Accounting Info: FS00.0516NFXN7N18.2540 FMMI Account: FS00.0516NFXN7N18 BOC: 2540 Funded: \$145,451.10 Glyphosate Application	3420	GA	8.49	29,035.80	
0003	Accounting Info: FS00.0516NFXN7N18.2540 FMMI Account: FS00.0516NFXN7N18 BOC: 2540 Funded: \$29,035.80 Clopyralid Application	210	GA	24.92	5,233.20	
	Accounting Info: FS00.0516NFXN7N18.2540 FMMI Account: FS00.0516NFXN7N18 BOC: 2540 Funded: \$5,233.20 The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm . Please make Continued ...					

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

\$179,720.10

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 03/29/2021	CONTRACT NO. AG-9JGP-C-17-0051	ORDER NO. 127EAS21F0012
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>sure that your company has registered at https://www.ipp.gov/vendors/enrollment-vendors.htm to establish your account.</p> <p>The total amount of award: \$179,720.10. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

SCHEDULE OF ITEMS

SECTION B

SUPPLIES OR SERVICES & PRICE/COST

PROJECT	FY21 HUD Jawbone Herbicide		
UNIT	Stanislaus National Forest, Groveland RD		
SOL #	127EAS21Q0020		


ITEM NO.	DESCRIPTION	Unit	UNIT PRICE (per gallon)	(Estimated MAX) TOTAL PRICE (Unit price x Estimated Quantity 9,390 gallons)
1	Clethodim Application	Gallons	\$ 15.49	\$ 145,451.10
Estimated treatment acres: 313				

ITEM NO.	DESCRIPTION	Unit	UNIT PRICE (per gallon)	(Estimated MAX) TOTAL PRICE (Unit price x Estimated Quantity 3,420 gallons)
2	Glyphosate Application	Gallons	\$ 8.49	\$ 29,035.80
Estimated treatment acres: 114 acres				

ITEM NO.	DESCRIPTION	Unit	UNIT PRICE (per gallon)	(Estimated MAX) TOTAL PRICE (Unit price x Estimated Quantity 210 gallons)
3	Clopyralid Application	Gallons	\$ 24.92	\$ 5,233.10
Estimated treatment acres: 7 acres				

	TOTAL	\$ 179,720.00 -
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NOTES	<p>1. Responses for quantities less than those listed in the numbered items may be rejected</p> <p>2. Responses without prices for each item and sub-item may be rejected.</p> <p>3. This solicitation will result in a Task Order under the CCASA Reforestation IDIQ. All terms and conditions of the parent IDIQ Contract apply.</p> <p>4. Contractor will be paid per gallon actually applied. The maximum possible application is used here for the purpose of determining highest expected prices; however, the actual application and actual payment may be less than this amount. See Section C. for more information.</p>
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PRICE SUBMITTED BY:	
Signature: 	POC:
Vendor: CUTTING EDGE FORESTRY, INC.	Phone: 541-535-4878
Address: PO BOX 300 TALENT, OR 97540 (541) 535-4878 CEDGEFORESTRY@GMAIL.COM	Email: <i>cedgeforestry@gmail.com</i>
	DUNS #: 007748614

SECTION C. DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

C.1 Scope of Work

The purpose of this contract is to secure services for noxious weed treatment through ground application of herbicides, according to the attached specifications. The Contractor shall submit a Technical Proposal: See Section L.

This task order requires the contractor to provide certain materials for use in the performance of herbicide application services. Any reference to a brand name product within this solicitation shall be interpreted as "or equal" with the description of salient characteristics to be found following each reference.

FAR 52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

Description of Work:

The Contractor shall provide the estimated minimum herbicide gallon amount found in Table C.1. Any amount used over the minimum estimate will be at the discretion of the Contracting Officer and will be based on vegetation types, amounts, heights, and the unit needs at the time of application. Total amounts shall not exceed the maximum estimated gallon amount. See Table C.1 for estimated min/max amounts for each herbicide type.

Item 1: The herbicide clethodim (Select Max® or equivalent product containing Clethodim-12.6%) will be applied as a directed application to annual grasses in multiple locations totaling 323 acres; only 313 acres of which will be treated. The target species is Medusahead grass (*Elymus caput-medusae*). The distribution of this species is not uniform throughout the project area - see Section J Maps for species distribution across the project area. The Contractor will be required to walk the entire area spraying annual grasses in each population/polygon defined on the maps. All young, annual grasses that could be Medusahead grass within the polygons will be sprayed. Rock outcrops and areas with surface water shall be avoided. In some areas, dense brush exists, but any annual grasses will be sprayed in these locations.

Item 2: The herbicide glyphosate (Rodeo® or equivalent product containing 53.8% active ingredient glyphosate) will be applied as a directed application to tumble mustard (*Sisymbrium altissimum*) and woolly mullein (*Verbascum thapsus*) in numerous areas totaling 114 acres. The distribution of these species is not uniform throughout the project area - see Section J Maps. The Contractor will walk the entire area spraying all tumble mustard and woolly mullein in each polygon. If other noxious weeds are present within the polygon, they will be sprayed as well. In some areas, dense trees and brush exists, but all noxious weeds will be sprayed in these locations.

Item 3: The herbicide clopyralid (Transline® or equivalent product containing clopyralid: 3,6-dichloro-2-pyridinecarboxylic acid,-31%) will be applied as a directed application to the non-native thistle species yellow star-thistle (*Centaurea solstitialis*), Italian thistle (*Carduus pycnocephalus*) and bull thistle (*Cirsium vulgare*) in several areas totaling 7 acres. The distribution of these species is not uniform throughout the project area - see Section J Maps. The Contractor is required to walk the entire area spraying the targeted thistles in each polygon. In some areas, dense brush exists, but any targeted thistles will be sprayed in these locations.

Table C.1 Estimated Quantities of Herbicide by Type

Item Description	Estimated acres to be treated	Estimated Min. Gallons Used (at 20 gal/acre)	Estimated Max. Gallons Used (at 30 gal/acre)
1. Clethodim	313	6260	9390
2. Glyphosate	114	2280	3420
3. Clopyralid	7	140	210

Contractor Responsibility: The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government-furnished) and incidentals to perform all work required under the terms and conditions of this contract.

C.2 Project Location & Description

It is the Contractor's responsibility to reach the work site. The Contracting Officer will determine the access routes to be used by vehicles transporting herbicides. These routes are subject to change and will be determined based on road conditions existing immediately prior to and during the implementation of the contract. The routes for herbicide transport may not necessarily be the shortest distance between units. The Government will not provide special maintenance to open roads or to keep roads open. All transportation of equipment, personnel, and supplies shall be the responsibility of the Contractor.

Location:

Work areas are located on the Groveland Ranger District, Stanislaus National Forest, in Tuolumne County, California. See maps in Section J.

Predicted access routes for herbicide transport are as follows: From the US Forest Service, Groveland Ranger District Office, head east on Highway 120 to the Cherry Lake Road (1N07) junction. Then head north on Cherry Lake Road to Forest Road 3N01 (Recreation Road 31). Turn west onto Road 3N01 and continue to the west to Forest Road 1N08. Turn south onto Road 1N08 and continue south towards the project area. The weed populations/polygons can be accessed by Forest Roads 1N01, 1N09, 1N26, 1N32, 1S62Y, and 1S63Y.

Description:

The project area ranges in elevation from about 3,800 feet to about 4,100 feet. South, southeast, and southwest facing slopes dominate, but there are some areas of north or northerly facing aspects. The project area burned in the 2013 Rim Fire. Parts of the project area were also burned in fall of 2018 in a prescribed fire. The area is dominated by chaparral (including yerba santa, manzanita, mountain mahogany) and annual grassland. There are areas with surviving twenty to twenty-five year old conifer plantations, and areas which were salvage logged following the Rim Fire.

Not all work areas (polygons) for each item have been identified on the ground with flagging, spray paint, or pin flags. Instead, work areas have been identified and tracked predominantly using Global Positioning Systems (GPS). Detailed hard-copy and electronic maps for all items will be provided prior to the start of the contract.

The gross size of work units has been determined using ArcGIS mapping.

Exclusions (Non-Work or Restricted-Work Areas):

Control Areas that require special protection measures are designated on the ground with specific colored flagging. These protection measures shall be adhered to during all Contractor Operations. Sensitive botany sites, as defined on the maps in Section J, shall be avoided for Items 2 and 3 (glyphosate and clopyralid). Annual grasses within sensitive botany areas in Item #1 may be sprayed as the chemical clethodim only targets grasses and not the sensitive composite flowers present within the sites. The Contractor shall not drive through these Control Areas under any circumstances.

If any new sensitive plants, archaeological sites, or sensitive wildlife species are encountered by the Contractor, they shall be treated as protected areas and reported to the Contracting Officer's Representative immediately.

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: April 12, 2021

Time: 20 calendar days

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.

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.

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.

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

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

The Contractor shall be required to provide the following:

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

Qualified Applicator Certification: The Contractor's authorized representative(s) on site must, at a minimum, hold a current State of California Qualified Applicator Certificate (QAC).

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

C.7 Technical Requirements

C.7-1 Definitions

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

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

Blooming - The plants have open flowers.

Bolting - The weed is sending up a flower stalk where flowers are not yet open (blooming).

Broadcast Spray - The entire area where there are weeds in the unit, excluding protected areas, rock outcroppings, and non-target species, is to be sprayed with the herbicide mix at the specified rate.

Buffer: A zone between a treated area and a protected area designed to intercept airborne drift or soil borne movement of a particular herbicide.

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

Directed Spray - An herbicide application where only specified species are sprayed and non-target species are avoided during application.

Herbicide - The concentrate before mixing occurs.

Herbicide Mixture or Mix - The herbicide plus water, adjuvant and dye.

Non-work Areas – Areas excluded from herbicide treatment.

Non-Target Species – All green plants which are not listed as Target Plants.

Sensitive Plants – Includes but is not limited to rare, threatened, endangered, or special emphasis species such as *Clarkia australis*, *Clarkia biloba ssp. australis* and *Mimulus pulchellus*.

Target Plants – Medusahead grass (*Elymus caput-medusae*), Italian thistle (*Carduus pycnocephalus*), yellow star-thistle (*Centaurea solstitialis*), tumble mustard (*Sisymbrium altissimum*), milk thistle (*Silybum marianum*), bull thistle (*Cirsium vulgare*) and woolly mullein (*Verbascum thapsus*).

Unit – A subdivision of a bid item with a closed perimeter.

Wash Down - Spray a contaminated non-target plant with wash down solution to runoff.

Wash down solution - Composed of 5 gallons (19 liters) of water and 2 oz. of liquid dish soap or one 3 oz. bar of soap per backpack of water.

C.7-2 Contractor's Workforce

The Contractor should anticipate using multiple crews due to the contract timeframe.

The Contractor should take note of the widespread orientation of the work areas/polygons and small size (acreage) of some of the polygons; having numerous smaller crews may be more efficient. The Contractor, as part of their proposal, shall be required to explain how they will efficiently work the various, widespread work sites while retaining adequate supervision of their workers.

The Contractor will train their crews to identify the target species and how to distinguish between target species and non-target species. For example, the crews need to know how to differentiate between the targeted annual grasses and non-targeted native perennial bunch grasses.

If additional crews are needed or desired, beyond those agreed to during the pre-work meeting, the Contractor shall request in writing to the Contracting Officer the proposed new work schedule. The Contractor shall give 48 hours' notice for one crew and 96 hours' notice for multiple crews.

If the Contractor fails to provide a crew as stated in the notice, the Government may assess liquidated damages of \$400/crew for one day. The Contractor may cancel a crew and incur no liquidated damages by submitting a written notice to the Contracting Officer 24 hours before cancellation.

C.7-3 Priority of Work

The Contracting Officer will determine the order in which the units will be treated. Each unit shall be completed prior to moving on to the next unit unless otherwise agreed to by the Contracting Officer.

C.7-4 Compliance with County, State, and Federal Regulations

The Contractor shall comply with all applicable County, State and Federal requirements, including, but not limited to, the Federal Environmental Protection Agency Worker Safety Standards, EPA publication 735-B-93-001 and California EPA regulations found in the Series A publications.

The Contractor shall also complete and file all reports (CCR 6626) with the local County Agricultural Commissioner and supply a copy of each to the Contracting Officer.

The Contractor shall complete all State of California application reports as required by State law. The Forest Service shall withhold \$5,000 from payments until Tuolumne County certifies receipt of all completed reports.

C.7-5 Safety and Supervision

The Contractor's authorized representative(s) possessing the QAC for the contract shall be at the work site at all times during herbicide application and shall be a non-working foreman. The Contractor or subcontractor shall designate a secondary QAC employee, with Category E endorsement, in the event the primary QAC holder is not on the work site. All such licenses shall be registered with Tuolumne County prior to any work.

In the absence of the Contractor from the job site, the Contractor shall designate a representative in writing. The Contractor shall list the extent of authority the representative will have on the job. The Contractor or the authorized representative shall be on the project area at all times. In the absence of the Contractor, the authorized representative shall receive orders and instructions from the Contracting Officer and shall take such action as is required to keep the job in progress under the terms of the contract. The person in charge of supervision on the job site shall have oral and written command of the English language and the language common to the crew.

As a minimum, there shall be one California Qualified Applicator (QAC) non-working foreman working directly with the application crew, which shall consist of optimally at least 5 applicators and not more than 10 applicators. This person must remain within audible distance of any Contractor or subcontractor employees applying herbicides.

All operations shall be performed in an organized manner. This includes, but is not limited to, arrival and completion of a unit.

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

Maintain the organization and procedures described in the Offeror Technical Proposal.

Keep the crew organized so that units are covered systematically without skipped areas.

C.7-5-1 COVID-19

Forest Service personnel will be asking the following questions. The Forest Service is required to not allow Contractors or workers showing symptoms to continue to work.

1. Have you, someone living in your household, someone with you, someone you have been in close or frequent contact with, or someone you are caring for been diagnosed with COVID-19 (Coronavirus) or had any contact with a confirmed case of COVID-19?
2. In the last 14 days, have you, someone living in your household, or someone with you have been in close or frequent contact with, or someone you are caring for returned from another country?
3. Do you currently have, or have you had within the last 24 hours, any cold or flu symptoms, including a fever greater than 100.4, shortness of breath, body aches and coughing?

C.7-6 Water Source

The Contractor shall use only Government designated water sources. The designated water source for this contract is located at the Groveland Ranger District office. If necessary, another water source may be selected by the Contracting Officer. Water shall not be drafted from creeks or streams.

C.7-7 Storing and Transporting Herbicides

1. The herbicide concentrate shall be provided in the original container. Only the amount of herbicide concentrate estimated to be necessary to complete each day's work shall be transported to the job site.
2. The Contractor shall coordinate with the Contracting Officer to ensure that a minimal amount of herbicide mix is moved.
3. No overnight storage of herbicides or herbicide mix on National Forest land will be permitted.
4. No transportation of open herbicide containers will be allowed. Containers shall be transported in a manner that shall not allow them to roll off the transport vehicle. Partly used containers must be securely resealed before movement.
5. Herbicides shall be stored away from workers' food and in a separate, lockable compartment away from workers.

C.8 Specifications

C.8-1 Herbicide Application Rate

1. Clethodim rate of application shall be up to 0.24 gal. per acre (Select Max[®] or equivalent product containing Clethodim-12.6%) at estimated 20-30 gallons of mix per acre. The actual rate will be determined by the Forest Service at the time of application based on the labeled rates and the height of the Medusahead grass at the time of application.
2. Glyphosate rate of application shall be a 2% solution (Rodeo[®] or equivalent product containing 53.8% active ingredient glyphosate), at an estimated 20-30 gallons per acre of mix. The actual rate will be determined by the Forest Service at the time of application based on the density and phenology of the target plants.
3. Clopyralid rate of application shall be up to 2/3 pt. per acre (Transline[®] or equivalent product containing clopyralid: 3,6-dichloro-2-pyridinecarboxylic acid,-31%), at an estimated

20-30 gallons of mix per acre. The actual rate will be determined by the Forest Service at the time of application based on the target species phenology.

C.8-2 Batching of Herbicide Mix

1. The Contractor shall do all batching of herbicide mix in conformance with label instructions and all safety requirements.
2. All batching of herbicide mix shall be done at the work site in the presence of the Contracting Officer or his/her representative. The Contracting Officer will designate the batching location.
3. The Contractor shall review the application sites for the quantity of herbicide needed prior to mixing and mix **ONLY** the quantity needed to complete a site. The Contractor shall batch no more herbicide than is estimated to be necessary to complete each day's work, as designated by the Contracting Officer. This will reduce the amount of herbicide mix that is transported daily, minimizing chance of a spill.
4. A typical clethodim herbicide mix is described below. This is for 100 gallons (378.5 liters) of herbicide mix.

Clethodim herbicide mix at a rate of 0.24 gal (1.92 pints) per acre in 30 gallons per acre

1. 128 ounces (8 pints) of Bronc Max[®] or equivalent water-conditioning agent that contains ammonia sulfate at 3.68 lbs. per gallon (3.8 liters)
2. 102.4 ounces (6.4 pints) of Select Max[®] or equivalent (3 liters)
3. 50 ounces of Becker Underwood Colorfast Blue[®] or equivalent blue water soluble marking dye (1.5 liters)
4. 50 ounces of Syl-Tac[®] or equivalent non-ionic silicone-based surfactant (1.5 liters)
5. Sufficient water to equal 100 gallons of mix (378.5 liters)

5. A typical glyphosate herbicide mix is described below. This is for 100 gallons (378.5 liters) of herbicide mix.

Glyphosate herbicide mix at 2%

1. 128 ounces (8 pints) of Bronc Max[®] or equivalent water-conditioning agent that contains ammonia sulfate at 3.68 lbs. per gallon (3.8 liters)
2. 256 ounces (16 pints) of Rodeo[®] or equivalent (7.6 liters)
3. 50 ounces of Becker Underwood Colorfast Blue[®] or equivalent blue water soluble marking dye (1.5 liters)
4. 50 ounces of Syl-Tac[®] or equivalent non-ionic silicone-based surfactant (1.5 liters)
5. Sufficient water to equal 10 gallons of mix (378.5 liters)

6. A typical clopyralid herbicide mix is described below. This is for 100 gallons (378.5 liters) of herbicide mix.

Clopyralid herbicide mix at 2/3 pint per acre at 30 gallons per acre

1. 35 ounces (2.2 pints) of Transline® or equivalent (1 liter)
2. 30 ounces of Becker Underwood Colorfast Blue® or equivalent blue water soluble marking dye (0.9 liters)
3. 50 ounces of Syl-Tac® or equivalent non-ionic silicone-based surfactant (1.5 liters)
4. Sufficient water to equal 100 gallons of mix (378.5 liters)

7. Batching sequence is as follows:

Clethodim or glyphosate:

1. First half of water needed for spray volume
2. Begin agitation; continue throughout mixing
3. Water-conditioning agent
4. Clethodim or glyphosate
5. Blue dye
6. Surfactant
7. Add a no-foam agent as needed
8. Remainder of the water to reach spray volume

Clopyralid:

1. ¼ of the water needed for spray volume
2. Begin agitation; continue throughout mixing
3. Clopyralid
4. Blue dye
5. Surfactant
6. Add a no-foam agent as needed
7. Remainder of water to reach spray volume

8. The herbicide mix shall be under as much agitation in the batch tank as needed to prevent separation while minimizing foaming. The batching process should be completed and a minimum agitation time of one minute shall be required prior to filling crew service containers.

9. All mix shall be sprayed out. The mix shall not sit overnight in the batch tank.

10. Do not fill backpack sprayers within 50 feet of any seep, spring or stream with surface water.

C.8-3 Application of Herbicide Mix

1. The herbicide application shall be conducted in a manner agreed upon by the Contractor and the Contracting Officer.
2. The Contractor shall be responsible for washing and cleaning out all equipment at the end of each work-day and at the end of the contract. The exact location for clean-up will be selected by the Contracting Officer.
3. The Contractor shall refrain from applying herbicide to rock outcroppings and surface water within the project area.
4. The Contracting Officer will use the following criteria to determine when application operations will cease:
 - a. Sustained wind velocity exceeds 5 miles per hour or gusts exceed 6 miles per hour.
 - b. If there is precipitation or a 70% or greater chance of rain is predicted within 24 hours.
 - c. Foggy weather.
 - d. Excessive dew on target plants.
 - e. Less than 30% relative humidity.
 - f. Temperature that exceeds 85 degrees Fahrenheit (29.4 degrees Celsius).
 - g. Temperature inversions that could lead to off-site movement of the herbicide mixture.
5. No application of herbicide will be allowed after precipitation until ground surface is no longer wet to the touch.
6. The color of flagging for work and non-work areas will be explained at the pre-work meeting.
7. Do not apply clethodim or clopyralid to saturated soil conditions (soils at field capacity).
8. The application rate and coverage shall be uniform throughout each unit although the amount of mix applied per acre will vary with plant density and size.
9. The Contractor shall spray to wet, but not to runoff, the leaves and stems over the entire plant for all the target vegetation to be treated.
10. The Contractor shall keep equipment in good operating condition, maintaining constant flow rate and nozzle pressure.
11. To avoid damaging nozzles the Contractor shall use a soft material such as natural or nylon bristle to clean the nozzles. Wire or other hard material that can enlarge the nozzle orifice, or otherwise damage the nozzle shall not be used.

12. Under no circumstances shall sprayers, containers, clothing, personnel or other contaminated materials be washed within 50 feet (15.2 meters) of any running or dry stream course, lake, reservoir, wet meadow, or other wet area.
13. For applications near perennial streams, intermittent and ephemeral drainages, seeps, springs and other conveyances of water, the following restrictions apply. These areas will be considered protected areas.
 - a. For all bodies of water--perennial, intermittent or ephemeral drainages, seeps, or springs, etc. (specific areas will be discussed at the pre-work meeting):
 - 1) For clethodim or clopyralid (Item 1 and 3): a buffer of 50 feet from the edge of all water.
 - 2) For glyphosate (Item 2): a buffer of 10 feet from the edge of all water.
 - b. For any intermittent or ephemeral stream, or special aquatic features which are *dry* at the time of application:
 - 1) For clethodim or clopyralid: no applications will be allowed within 15 feet (4.6 m) of the edge of the aquatic feature.
 - 2) For glyphosate: there is no buffer requirements for intermittent or ephemeral streams which are dry at the time of application.
14. Non-target species shall be avoided to the furthest extent possible.
15. There shall be at least one clean (i.e. triple rinsed) back-pack sprayer available per crew which is full of wash down solution. Non-target plants shall be washed down within 8 minutes of contamination by glyphosate. Individual spray bottles filled with wash down solution can be used.

C.8-4 Work Methods and Standards

1. The Contractor shall be responsible for traversing the entire unit and finding and treating targeted weeds.
2. Access routes for hoses and authorization of off-road vehicles will be allowed only with the approval of the Contracting Officer.
3. The Contractor shall keep equipment in good operating condition, maintaining constant flow rate and nozzle pressure on herbicide application or wash-down equipment. Damaged, worn, leaky or otherwise defective equipment will not be allowed in performance of this contract.
4. All vehicles shall remain on authorized roads only, except at locations designated by the Contracting Officer. Parking must occur in non-weedy sites and will be designated by the USFS.
5. Contractor shall protect improvements from damage and shall be responsible for their timely restoration if damaged by the Contractor's Operations. Improvements include water tanks, fences, gates, pipelines, culverts, existing roads, underground cables, guzzlers and all private property.

6. Protection of Cultural Resources. Locations of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by *American Antiquities Act of 1906 (16 U.S.C. 431433)*, *National Historic Preservation Act of 1966 (16 U.S.C. 470)*, and implementing regulations (36 CFR 800), the *American Indian Religious Freedom Act*, and the *Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e))* will be identified on the ground by the Forest Service. The Forest Service may unilaterally modify or cancel all or portions of this contract to protect an area, object of antiquity, artifact, or similar object which is or maybe entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.
The Contractor shall protect all known and identified or discovered historic or prehistoric sites, buildings, objects, and properties against destruction, obliteration, removal or damage during the Contractor's operations. The Contractor shall immediately halt and notify the Forest Service if damage occurs to any cultural resources and immediately halt operations in the vicinity of the resource where damage occurred until the Forest Service authorizes the Contractor to proceed. If such damage is negligently or willfully caused by the Contractor's operations, the Contractor shall bear the costs of investigation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law.
7. Control Areas (CA), shall be protected by avoidance or as directed by the Contracting Officer. Control Areas are identified on the Project Maps (Section J) and on the ground with flagging.

C.8-5 Herbicide Spills

Prior to application, the Contractor shall read, understand, and agree to abide by all requirements in the Forest Service Herbicide Safety/Spill plans as provided by the Contracting Officer. If a spill occurs on National Forest lands, actions required of the Contractor include, but are not limited to:

1. Take action immediately to safely contain the spill. Contractor shall keep the contamination to a minimum and apply appropriate spill decontamination procedures.
2. If a spill involves a vehicle accident, attend to injuries first then notify the appropriate Forest Service personnel.
3. Notify the Contracting Officer's Representative on site. If this person is not available, call Stanislaus National Forest Dispatcher in Sonora at (209) 533-1130 immediately. If there is no answer call 911.
4. Be under the direction of the Contracting Officer during the spill cleanup.
5. Be liable for all costs of damages, cleanup, decontamination, and disposal at an approved site.

C.8-6 Disposal of Containers

The Contractor shall dispose of the containers in the following manner:

1. Follow County, State, and Federal regulations in the disposal of the empty herbicide containers.

2. The Contractor shall keep a log that describes how and where the herbicide containers were disposed. A copy of this log shall be provided to the Contracting Officer. Certification of disposal at an approved dumpsite is required prior to the final contract payment. The Contractor is responsible for cost of disposal.

C.9 Contractor-Furnished Equipment

The Contractor shall provide the following herbicides, adjuvants, and dye in factory sealed containers. The Contractor will provide the estimated minimum herbicide volume for each Item. Application of herbicides over the minimum estimate up to the maximum estimate is at the sole discretion of the COR and shall be based on vegetation type, vegetation amounts, heights, and the unit needs.

1. Herbicide and adjuvants: Clethodim
 - a. Herbicide Concentrate: Select Max[®] or equivalent herbicide product containing Clethodim-12.6% in 2.5 gallon containers
 - b. Surfactant: Syl-Tac[®] or equivalent non-ionic silicone-based surfactant in 2.5 gallon containers
 - c. Water Conditioner: Bronc[®] Max or equivalent spray-grade ammonium sulfate product that contains ammonia sulfate at 3.68 lbs. per gallon
 - d. Colorant: Becker Underwood Colorfast Blue[®] or equivalent blue water soluble marking dye Becker-Underwood Colorfast Blue[®]
2. Herbicide and adjuvants: Glyphosate
 - a. Herbicide Concentrate: Rodeo[®] or equivalent product containing 53.8% active ingredient glyphosate in 2.5 gallon containers
 - b. Surfactant: Syl-Tac[®] or equivalent non-ionic silicone-based surfactant in 2.5 gallon containers
 - c. Water Conditioner: Bronc[®] Max or equivalent spray-grade ammonium sulfate product that contains ammonia sulfate at 3.68 lbs. per gallon
 - d. Colorant: Becker Underwood Colorfast Blue[®] or equivalent blue water soluble marking dye
3. Herbicide and adjuvants: Clopyralid
 - a. Herbicide Concentrate: Transline[®] or equivalent product containing clopyralid: 3,6-dichloro-2-pyridinecarboxylic acid,-31% in 0.5 gallon containers or smaller
 - b. Surfactant: Syl-Tac[®] or equivalent non-ionic silicone-based surfactant in 2.5 gallon containers
 - c. Colorant: Becker Underwood Colorfast Blue[®] or equivalent blue water soluble marking dye

4. Stainless steel nozzles, with 50 mesh strainers, which will produce a type spray having a large droplet size at low pressure (1.05 kg/cm² or 15psi). Tee Jet XR 80-04 VS is an example of such a nozzle.
5. Backpack sprayers, which shall be equipped with an in tank or in line pressure regulator allowing a maximum of 2.11 kg/cm² (30 psi) pressure.
6. Clean water tank free of pesticide residue.
7. All safety equipment listed on the herbicide labels and as required by State and Federal regulations shall be used. The State of California requires employers to provide and personnel on the project to wear chemical resistant gloves and eye protection whenever working with pesticides. Additionally, the following Forest Service requirements shall be met:
 - a. Hardhats without leather or other porous headband.
 - b. Disposable or washable long-sleeve coveralls. Clean coveralls, without tears, shall be worn each day.
 - c. Tee shirts and long pants shall be worn under coveralls.
 - d. Leather boots with socks.
 - e. Individual eye wash bottle (16 ounces of water), to be carried by applicator.
8. Contractor shall have Global Positioning Systems (GPS) and mobile electronic devices with GPS capabilities (i.e. smart phone, tablets) with a program capable of reading a .pdf map for each piece of equipment and/or crew. A good program example is Avenza. Devices using GPS must have sub-meter accuracy and be capable of accepting/uploading shapefiles or track logs compatible with ARCGIS 10.3 or newer.
 - a. Contractor shall flag and take a GPS point for each treatment area upon completion, so a GPS unit and/or smart phone shall be required for each group of sprayers. This will not apply to treatment areas over 5 acres.
9. Trailer hitches used to tow equipment and/or trailers shall be securely mounted to the vehicle frame. Bumper hitches shall not be used unless specifically designed for towing heavy loads.
10. All valves capable of emptying herbicide from the batch tank, must be lockable.
11. The Contractor shall supply a spill kit, containing:
 - a. A minimum of two 113.6 liter (30 gallon), 4 mil polyethylene garbage bags with ties
 - b. One square point shovel
 - c. One round point shovel
 - d. One push broom
 - e. One dust pan

- f. 11.3 kilograms (25 lbs.) of absorbent material such as kitty litter
- g. A spill plan with instructions on how to deal with a spill, names of Contractor's employees and their respective specialized training and authority to act in the clean-up of any possible spill, and includes names and phone numbers of certified OSHA HAZMAT workers or HAZMAT clean-up companies available to the Contractor for spill clean-up.

The Contractor may substitute a Power Sorb kit or other commercial spill kit upon approval of the Contracting Officer.

- 12. The Contractor shall be responsible for removal and disposal of all herbicide, dye and adjuvant containers, and other debris resulting from their operation.
- 13. All other supplies and incidentals necessary to accomplish the contract while complying with herbicide label directions and pesticide applicator license requirements.
- 14. The Contractor shall ensure that equipment (pickup trucks, trailers or other vehicles) moved onto National Forest Land is free of soil, vegetative matter or other debris which could contain seeds. This will prevent the introduction of new noxious weeds onto National Forest Land.

C.9-1 Calibration and Equipment Check

Prior to, and at any time during work, the Contracting Officer reserves the right to inspect, test, and approve all equipment used in performance of the contract.

The Contracting Officer may check any or all equipment for safety and defects and require correction before work can continue.

Prior to, and at any time during work, the Contracting Officer reserves the right to test, inspect, and approve the herbicide.

At start of work, all tanks and hoses will be inspected for leaks and proper connections.

Prior to and at any time during work the Contractor may be required to calibrate his/her equipment in the presence of the Contracting Officer.

C.10 Government-Furnished Equipment

Maps - Topographic maps showing the project area and individual project work areas.

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 Specific Inspection Procedures

E.2-1 Sampling

[X]Plots. At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be:

[X] 1/50 acre

E.2-2 Method

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

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

The quality of application coverage will be determined by observing the indicator dye or colorant on the target vegetation surfaces. To determine this, the inspection plots will be divided into four (4) quadrants

on cardinal directions (North, South, East and West). Each quadrant will be examined for coverage. If more than 90% of the target vegetation surfaces within the quadrant have been treated to specifications, it will be considered acceptable.

To determine the percent satisfactory coverage, the number of acceptable quadrants will be divided by the total number of quadrants examined, then multiplied by 100 to give a percentage. For example, out of a total of 30 plots examined (120 quadrants), 112 quadrants received acceptable coverage:

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

E.2-3 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 3 calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Item No.	Est. Start Work	Contract Time (Calendar Days)
All items	April 12, 2021	20

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

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The Government reserves the right to set the priority of items or 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.

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.

Notice to Proceed.

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

G.2 Measurement

Methods of Measurement.

[X] Estimated acreage: Actual acreage worked will be measured by the methods indicated in Section C.

Re-measurement. Unless otherwise indicated by this contract, the contractor may request re-measurement 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-by-case basis. In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below:

Payment will be made in full if inspection results are 90 percent or higher. If inspection results are below 90 percent, a deduction will be made equal to 2 percent for every 1 percent below 90. For example, if inspection results are 87 percent, the bid price would be reduced by 6 percent. No payment will be made if results are less than 80 percent.

Trees determined to be “damaged” will be charged for at the rate of \$ 1.00 per tree. Such charges will be deducted from earnings. The number of trees to be charged for will be calculated as follows: total number of damaged trees from the inspection record, multiplied by the reciprocal of the plot size, times the number of acres in the pay item, divided by the total number of plots taken, plus trees determined to be damaged under care of trees specifications.

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/completed.

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 System (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 the applicable Prompt Payment clause included in the

contract, or clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. 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 on the Contractor’s letterhead or invoice form 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.

A Progress Report shall be submitted to support each invoice and shall include a summary of work performed during the period of performance identified on the invoice, which at a minimum must include:

1. Description of the previous month’s project activities and the planned activities for the next month.
2. For each deliverable: identify the items supplied during the month and the cumulative items delivered.
3. Reconcile progress of each deliverable with the schedule identified for each.
4. Identify issues and/or concerns that may affect the project or schedule.
5. Any other information required in the Contract to be included in the Progress Report.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor 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 ippgroup@bos.frb.org 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 its proposal or quotation.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 Emergencies

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
- (b) Silviculture Projects - 70 meters around the perimeter of the unit being worked in
- (c) Special for this project:

H.2 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.3 Public officials not personally liable

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

H.4 Designation of Contracting Officer's Representative

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

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

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

H.5 Approval of Subcontracting

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

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

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

SECTION I. CONTRACT TERMS & CONDITIONS

This task order will be governed by the clauses included in the CCASA Reforestation IDIQ parent contract, with the addition of the following:

STATE OF CALIFORNIA HUD ADDITIONAL REQUIREMENTS

This project is funded through the State of California Department of Housing and Community Development. All Contractors 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 (Attachment J6).

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

SECTION J. LIST OF ATTACHMENTS

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

TITLE	DESCRIPTION	# OF PAGES
J1 Item 1 Map_Clethodim	PDF Map of Treatment Area	1
J2 Item 2 Map_Glyphosate	PDF Map of Treatment Area	1
J3 Item 3 Map_Clopyralid	PDF Map of Treatment Area	1
J4 Data Table	Excel Spreadsheet of Treatment Details	2
J5 Weed ID Guide	Word Document with Photos of Weeds	5
J6 NDR_Service_Contract_Addendum(HUD)	PDF of Supplemental Contract Provisions Applicable to this Task Order	4
J7 Jawbone Pictures	PDF of Photos Representative of Work Sites	5