



RESOURCE
CONSERVATION DISTRICT
BUTTE COUNTY

**Butte County Resource Conservation District
Herbicide Application and Pest Control Advisor Services
Request for Qualifications
January 15, 2025**

Table of Contents

SUMMARY	3
Proposal Deadline	3
Proposal Submission	3
Request for Additional Information	3
Timeline	3
Effective Period of the Contract.....	4
Deliverables.....	4
Indemnification and Insurance.....	4
Compensation.....	5
Responding to Multiple RFQs / RFPs.....	5
Contract Terms and Agreement	5
PROPOSAL FORMAT	6
Cost Proposal	6
Background and References.....	6
H-2B Worker Checklist.....	6
1. GENERAL SPECIFICATIONS	7
1-1 Scope of Contract.....	7
1-2 Project Description and Location.....	8
1-3 Area Map.....	9
1-4 Unique Factors	10
1-5 Task Order Issuance.....	12
1-6 Process for Competing and Awarding Task Orders.....	13
1-7 BCRCB Procurement Policy.....	13
1-8 Designation of BCRCB's Representative.....	13
1-9 Task Order Contract Time and Work Progress Performance Requirements	13
1-10 Definitions.....	14
2. MATERIALS	16
2-1 BCRCB Furnished Property.....	16
2-2 Contractor Furnished Materials.....	16
3. CONTRACTOR PERSONNEL AND EQUIPMENT CONTRACTOR ON-SITE	18
3-1 Contractor Personnel	18
3-2 Subcontractors	18
4. TECHNICAL SPECIFICATIONS.....	19
4-1 Foliar Spray.....	19
4-2 Pre-emergent Application	19
4-3 Other application techniques as needed	19
5. QUALITY CONTROL, INSPECTION, AND ACCEPTANCE.....	19
5-1 Quality Control	19
5-2 Inspections.	19
5-3 Acceptance.....	20
5-4 Penalties and Incentives	20
5-5 Project Closeout and Release.....	21
6. SPECIAL CONTRACT REQUIREMENTS.....	21
6-1 Employment of Eligible Workers	21
6-2 Employment Requirements.....	24
6-3 Transportation.....	24
6-4 Workforce Certification	24
Appendix 1: H-2B Worker Checklist.....	26

SUMMARY

The Butte County Resource Conservation District (BCRCD) seeks to hire qualified contractors to assist with herbicide application of varying types on private or public lands, including but not limited to offering the services of a Pest Control Advisor (PCA) to write herbicide recommendations, the ability to procure chemical for application, and providing the labor and equipment necessary to complete ground-based release, pre-emergent, cut stump, and any other types of chemical application as seen fit. BCRCD will select contractors in advance based on their qualifications and rates, develop agreements with them in February 2025, and then utilize their services via Task Orders for herbicide projects as they arise. More than one contractor may be awarded a contract under this solicitation. Contractor must possess a valid QAL / QAC and be a PCB registered with Butte County. All herbicide applications shall be consistent with the PCA recommendation provided by contractor or by BCRCD.

Contracts will be on an Indefinite Duration Indefinite Quantity basis (IDIQ) and will last 3 years (until February 28th, 2028). Treatment will be needed for a variety of projects in forestland, rangeland, and riparian settings. Projects include but are not limited to, release of planted and natural regeneration and treatment of invasive or noxious weeds. Experience working on public lands and conservation easements, especially around sensitive natural resources such as rare plant populations, is desired. Specific project details will be provided in Scopes of Work for each Task Order.

Proposal Deadline

Proposals must be received electronically (.pdf format) by 5 PM on Friday February 14th, 2025.

Proposal Submission

Submit proposals electronically (.pdf format) to Julia Sidman at julia@bcrd.org.

Request for Additional Information

Please direct all questions to Julia Sidman at julia@bcrd.org.

Timeline

Task	Deadline
Final Proposal and Rate Sheet Due	February 14 th
Contract Signature	February 27 th
Work Can Begin	February 28 th
Work Completed	Task Orders will be issued under this RFQ through February 28 th , 2028.

Effective Period of the Contract

The effective period of this contract is from the date of award over three years unless the ordering threshold is reached prior to this date. If the ordering threshold is reached all awarded contractors will be notified and the contract will expire.

Task Order contract time will be identified for each Task Order based on the amount of work to be done and the ordering limits included herein.

Deliverables

Contracted resources will respond in a timely manner to Task Orders to provide resources such as:

- PCA recommendations
- Materials (chemical), equipment, and labor necessary to perform pre-emergent, release, and/or other herbicide applications as Task Order necessitates
- Any other activity that helps improve success during the application.

It is not expected that a contractor would provide every service listed to be considered under this RFQ. Any contractor interested in providing any of the services listed above, and able to perform on a short-turnaround basis, should submit rate cards and availability for the services they are interested in providing.

Indemnification and Insurance

Consultant/Contractor shall agree to defend, indemnify, and hold harmless BCRC and to procure and maintain insurance before starting the work, at its own cost and expense, and maintain during the progress of the work. Consultant/Contractor is solely responsible for the payment of all premiums and deductibles. Insurance coverage of the type and limits will be maintained in the following amounts:

Coverage	Minimum Limits
Worker’s Compensation	Statutory
Comprehensive or Commercial General Liability (Bodily Injury, Property Damage, Personal Injury and including independent contractors, contractual liability, product & completed operations)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Automobile Liability (owned, if any; non-owned; and hired): Bodily Injury, Property Damage	\$1,000,000

Consultant (Contractor) will provide a Certificate of Insurance naming BCRC and as an Additional Insured.

Compensation

Contractor may submit invoices as often as monthly. Each invoice shall include a description of work completed to date for those Task Orders that are being billed for. In addition, each invoice shall also indicate the overall percentage of work completed for all tasks specified in the Task Order(s). Contractor shall be paid for performance under this Agreement in accordance with the terms of compensation. Billing shall be by invoice.

Responding to Multiple RFQs / RFPs

BCRCD has many projects across Butte County and will occasionally release multiple Requests for Proposals/Requests for Qualifications (RFPs/RFQs) for similar services in various project locations. We appreciate that some firms may wish to respond to multiple RFPs. To help with proposal preparation, we are offering the following:

1. *Bidding on future work.* In most of our projects, a firm will not be prevented from bidding on future work if they participate in current work. In the rare case where the prohibition exists, we will state the prohibition in the current RFP.

2. *Lead Firm vs Subcontracted Firm.* We understand and accept a given firm may be the lead in one response and the subcontractor in another response.

3. *Respond uniquely to each RFP.* Each of our projects has a unique combination of partners, stakeholders, funders, constraints, opportunities, and timelines. Due to the characteristics of each project, we purposely release separate RFPs. Firms must submit a unique response to each RFP to be considered. While we appreciate that a firm might be able to offer efficiencies if we combine projects, the unique blend of characteristics of each project prevents us from combining projects more than has already been done.

4. *Repeating information across multiple responses.* We understand and accept that information about the firm, its staff, past work, references, work approach, and the like may be repeated, even word for word, across multiple responses.

Contract Terms and Agreement

Once a contractor(s) is selected, BCRCD will negotiate a satisfactory contract and reasonable fee for the services needed. In the event a satisfactory agreement cannot be negotiated with the top ranked qualified firm, the negotiations shall be terminated with the firm and the negotiations shall resume with the remaining qualified firms in the order of their ranking.

To ensure an available workforce during herbicide application windows, BCRCD may elect to develop agreements with more than one qualified contractor. When services are required, a proposed Task Order will be sent to the qualified Contractor(s) by the BCRCD Project Manager. Each Task Order request will include the required due date, specific instructions for quotes, the selection criteria factors, and other information deemed appropriate. Contract holders will generally be allowed 5 working days to prepare and submit quotes. However, more or less time may be necessary based on specific requirements.

PROPOSAL FORMAT

There is no page limit, but concise, informative proposals are greatly appreciated.

Proposal must include:

- Business name and contact information
- Cost Proposal
- Background and references
- Subcontractors (if applicable)
- H-2B Worker Checklist (*Appendix 1*)

Cost Proposal

Personnel costs: Show the following (include subcontractors, if any):

- Name and title
- List of services provided (see “Deliverables” bullet-pointed list, p. 4). *Contractors may offer additional services not specifically on this list, and BCRCDC will consider developing a contract that includes them, if the services support herbicide application.*
- Hourly rate for labor, daily rate for equipment.
- Support costs: supplies, overhead, etc.
- Transportation: Travel expenses directly related to the contract services.
- Other costs: Show costs and expenses that do not fall within the other categories.

The budget is to encompass all labor, materials, equipment, facilities, and incidentals required for the completion of the proposed services.

Background and References

Include experiences with herbicide application, specifically those completed while working with organizations similar to the BCRCDC or on Forest Service lands. List at least 3 specific projects/assignments which demonstrate experience and provide a minimum of three references from the projects/assignments with name and phone number. If you have completed projects for the State of California and/or Plumas National Forest and/or U.S. Forest Service Region 5 before, please list the most recent project(s) or proposal.

Include a resume of each key person to be assigned to the project. If subcontractors are to be used, include a description of those persons or firms including a description of their qualifications.

H-2B Worker Checklist

Contractors and Subcontractors must complete and include the H-2B Worker Checklist (*Appendix 1*) and attach it with their proposal. The Contractor must include an updated checklist with a Task Order proposal if a change has been made.

1. GENERAL SPECIFICATIONS

1-1 Scope of Contract

Contracted resources will provide support for herbicide-related activities as needed by the BCRCD or the Forest Service. Resources needed will vary by Task Order with activities including California-registered PCA recommendations, procurement of chemical, labor, and equipment necessary to meet the demands of the scope of work and Task Order, and other activities as needed for the project and as described in the Task Order. The Contractor must possess a valid QAL / QAC, be a PCB registered with Butte County, and must be able to submit all necessary documentation to the county. All herbicide applications shall be consistent with the PCA recommendation provided by contractor or by the BCRCD. Specific chemicals and application procedures will be provided in detail in the PCA recommendation.

Standard safety measures apply to all Task Orders, including: avoiding drift to adjacent environmentally sensitive areas including waterways and all non-target areas; avoiding making pesticide applications under inclement weather conditions, triple rinsing containers and, when possible, puncturing before disposal or recycling; storing pesticides in locked storage or under direct supervision away from food or animal feed; purchasing herbicide from a dealer licensed in California; reading and following all label directions.

The Contractor is responsible for washing and cleaning out all equipment at the end of each workday. Under no circumstances shall sprayers, containers, clothing, personal or other contaminated materials be washed in any stream, lake, or other water source. Each unit shall be completed prior to moving on to the next unit; the contractor shall flag a line delineating the sprayed portion of any partially completed unit at the end of each day using a bright colored flagging. The Contractor shall keep their crew organized so that units are covered systematically without skipped areas; the Contractor shall not scatter the crew over different parts of the units. The Contractor is responsible for training their employees in the proper techniques to be used during application of herbicides and the safety procedures to be followed when handling herbicides.

The Contractor shall do all batching of herbicide mixture and conform to label instructions and safety requirements. If using a batch tank, the herbicide mixture shall be under constant agitation to prevent separation. All herbicide mixture shall be sprayed out by the end of the day; the herbicide mixture shall not sit overnight in the batch tank or other equipment unless permitted by the Project Manager. When drafting water into the clean water tank, the batch tank and any containers of herbicide concentrate will remain at the approved batching location. The Contractor shall use only water sources approved by the Contacting Officer or Project Manager. Approved drafting sources will be shown on Task Order maps.

If a spill occurs, the Contractor shall act immediately to contain the spill and notify the Project Manager. The Contractor will be liable for all costs of damages, clean-up, and decontamination. The Contractor's responsibilities shall include, but not be limited to, providing spill kits for each contractor vehicle during herbicide application, providing contractor personnel with personal

protective equipment, and responding appropriately in the case of a spill.

Select species as listed in Task Orders shall be protected from herbicide mixture by directed spray application. Depending on the project, these might include conifer species, oak species, elderberries, or specific shrubs or forbs. Unless otherwise noted in the Task Order, conifer trees including natural regeneration shall be protected during the application of herbicide using a protective shield or cone (no less than 6” and no greater than 8” in diameter at the base) by placing it over the trees to prevent the mixture from coming into contact with the conifer trees. All conifer trees that are contaminated with the herbicide mixture shall be immediately rinsed with fresh water. Other excluded vegetation species shall also be protected by directed spray application.

The Contractor shall provide all labor, supervision, transportation, operating supplies, and equipment necessary to complete the project, except for that which the contract or Task Order clearly states will be furnished by the BCRC.

1-2 Project Description and Location

The project area covers a wide swath of private- and U.S. Forest Service-owned lands in Butte County (see Map 1-3). The map is approximate and intended only to show the general extent and location of the work area (project area) and is not intended to be accurate as to dimension or specific project units. Units are likely to be scattered and discontinuous within the project area. Information about specific locations will be included in each Task Order.

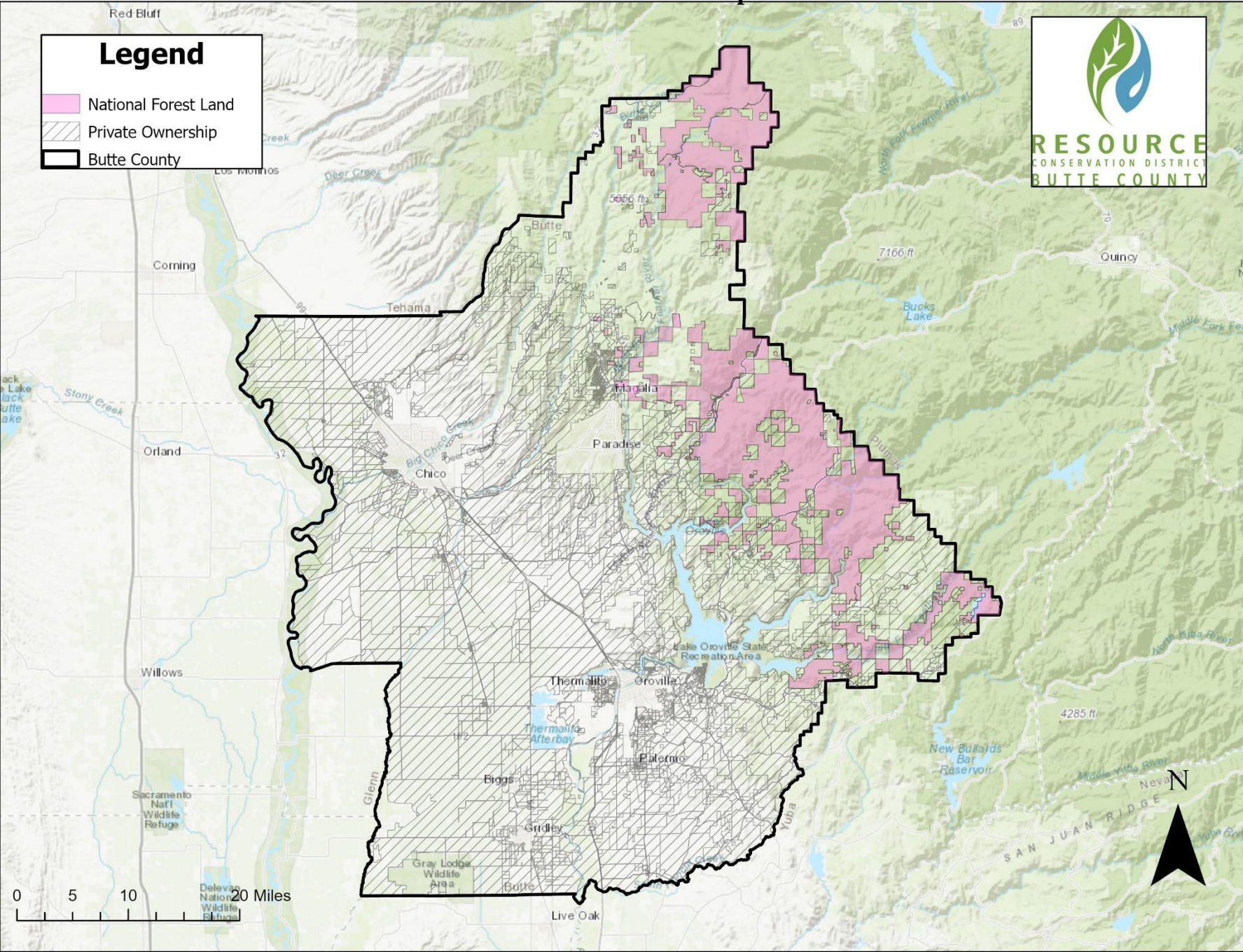
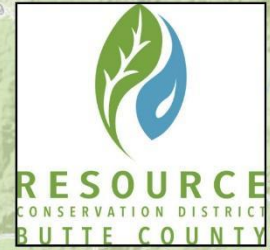
Project areas include areas being site-prepped for reforestation, natural and managed stands of timber/woodlands of all ages/size and species, shrub fields, grassy areas and rangelands, and/or riparian mitigation sites. Treatment will target non-conifer competing vegetation, release of planted and natural regeneration, treatment of invasive or noxious weeds, and/or soil-based application.

Unit boundaries that are not obvious may be marked with plastic ribbon and/or boundary tags, and/or may be virtual, requiring the contractor to use GPS devices in order to identify treatment areas or project boundaries. In the latter case, BCRC will provide the Contractor with electronic files that will identify treatment unit boundaries and any non-treatment islands within the boundary. It is the responsibility of the Contractor to maintain software and hardware that can utilize this electronic data, as well as to obtain all technical support for Contractor equipment. If plastic ribbon and/or physical boundary tags are used, individual Task Orders will indicate their presence and description/color. Exclusion resources such as watercourses, archaeology, and others will always be flagged, and Task Orders will indicate presence and description/color.

1-3 Area Map

Legend

- National Forest Land
- Private Ownership
- Butte County



1-4 Unique Factors

Safety

Contractors shall have, and maintain, a written Safety Plan for the duration of the contract. The Safety Plan is due to the BCRCO within 10 days of contract award. The Safety Plan must be available on-site and must be updated for project specific information by task. The Project Manager will obtain a copy of the site-specific Safety Plan from the Contractor on the first day of work.

Some Task Orders may contain a government Job Hazard Analysis (JHA) to convey known hazards to the contractor. In these cases, the site-specific safety plan shall comply with the JHA.

Protection, Use and Maintenance of Improvements

The Contractor, in all phases of contract operations, shall protect insofar as practicable all land survey corners, telephone lines, ditches, fences and other improvements. If such improvements are damaged by contractor operations the contractor shall restore them immediately to condition existing immediately prior to Contractor's work.

Landscape Preservation

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

- a. Prevention of Defacement of the Landscape. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the project manager. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.
- b. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with chemicals, fuels, oils, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in streams or channels with evidence of annual scour without written approval of the Project Manager. All watercourse exclusion zones will be designated in Task Order, demonstrated on maps provided, and flagged on the project site.

Motorized Equipment

Use of motorized equipment other than hand-held equipment such as power saws and brush cutters will not be permitted off designated roads in the project area without approval of the Project Manager or as provided elsewhere herein. For example, use of off-road vehicles such as 4x4s or similar may be permitted with the purpose of refilling chemical.

Endangered Species

The BCRCDD may direct the Contractor to discontinue Task Order operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, or other sensitive species or species of concern, are discovered to be present in or adjacent to the project area.

Preservation of Historical and Archeological Resources

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistoric ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Project Manager in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions.

Special Situations

Some project areas may have limited periods when work can occur, zones where no soil disturbing activity can occur, or special access rules due to noxious weeds or other types of diseases. Any such limitations will be identified in the applicable Task Order.

Environmental Interruption of Work

The Project Manager, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger.

The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions more than one day at a time. All periods of interruptions directed by the BCRCDD will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

BCRCDD reserves the right to stop work due to: precipitation or a 50% or greater chance of measurable precipitation (greater than 0.1 inch) predicted within 48 hours, wind speed exceeding the herbicide label requirements or 10 mph, temperature cold enough to freeze herbicide mix in nozzles, and any other environmental conditions that are incompatible with label specifications.

Other Contracts

The BCRCDD may undertake work or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to such additional work as may be directed by the Project Manager. The Contractor shall not commit or permit any act which shall interfere with the performance of work by any other Contractor or by BCRCDD or its partner agencies' employees.

Equipment Cleaning for Noxious Weed Avoidance Measures

To prevent the spread of noxious weeds, all equipment will be air washed with pressurized air or washed to remove soil and organic debris prior to entry into the project area and upon final exit on site. Specific additional measures to prevent the spread of noxious weeds may be added to each Task Order. This specifically applies to the use of motorized equipment in project units.

Season of Operation

Contractors shall not utilize roads that are closed due to wet weather or any other reason without documented permission from the Project Manager.

Limited Operating Period

A limited operating period (LOP) may apply and will be identified at Task Order level.

1-5 Task Order Issuance

- a) Certain employees of the BCRCDC are authorized to place Task Orders against this contract within the geographic areas identified in the Scope of Work. Task Orders will be issued during the performance period of this contract. The BCRCDC's decision to issue an order to a particular contract holder will be based on the criteria stated below. Process:
 - (1) Task Order competitions and placement of Task Orders will normally use electronic methods (email is expected to be the primary method). Therefore, contractors will be required to monitor the email addresses provided to the BCRCDC for Task Order competitions and any resultant orders. Other BCRCDC correspondence may also be issued electronically.
 - (2) When services are required, a proposed Task Order will be sent to the qualified Contractor(s) by a BCRCDC employee. Each Task Order request will include the required due date, specific instructions for the submission for quotes, the selection criteria factors, and other information deemed appropriate.
 - (3) Contract holders will generally be allowed 5 working days to prepare and submit quotes. However, more or less time may be necessary based on specific requirements.

If a Contractor is unable to perform a requirement, they must submit "NO QUOTE" to the Task Order request with a brief explanation of the reason for no quote.

No mandatory requirement exists for the submission of a quote, however failure to respond to three consecutive orders without sufficient explanation may result in no longer being eligible for future Task Order awards and the Contractor's contract being closed.

If a decline in the contractor pool occurs due to contract terminations or contractors unable to perform, then the BCRCDC reserve the right to add Contractors to the pool through a supplementary competitive process.

1-6 Process for Competing and Awarding Task Orders

The Task Order solicitation shall be provided to each contract holder electronically.

Task Orders awarded against the IDIQ contracts will be administered by the BCRC D.

Each Task Order will contain a specified response date and time. Any questions related to the project will be submitted to the BCRC D.

A written award will be electronically provided to the successful offeror and will result in a binding Project Task Order.

In the event a fair and reasonable price cannot be determined, the project will be formally withdrawn.

1-7 BCRC D Procurement Policy

This IDIQ is held to the standards as issued by the BCRC D Procurement Policy for Public Contract Bidding, Vendor and Professional Consultant Selection, and Environmentally Preferable Purchasing Procedures as approved by the BCRC D Board of Directors on 1/20/2022. The Procurement Policy ensures that quality services, supplies, materials, and labor is acquired that considers the value of, and endeavors to maximize, environmental, social, and economic returns, also known as the “Triple Bottom Line.” Conformance to Procurement Policy enables the BCRC D’s constituents to know that their public funds are being spent responsibly, and potential vendors and contractors to know that they are being treated equitably. BCRC D Procurement Policy available upon request.

1-8 Designation of BCRC D's Representative

The Task Order Project Manager is responsible for administering the performance of work under the task on behalf of, and to the standards of, the BCRC D. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the BCRC D unless formalized by proper contractual documents executed by the Task Order Project Manager prior to completion of the task.

The Project Manager should be informed as soon as possible of any actions or inactions by the Contractor or others which may affect the required delivery or completion times stated in the task. On all matters that pertain to the overall contract terms, the Contractor must communicate with the IDIQ Project Manager at BCRC D. No change in the overall IDIQ contract is permitted without BCRC D acceptance.

1-9 Task Order Contract Time and Work Progress Performance Requirements

Rate of Progress

Each Task Order will identify the contract time applicable to the task. The following conditions are applicable for all tasks:

- a) Work shall commence no later than 3 days after the effective date of the notice to

proceed unless the Task Order specifies otherwise. Units shall be treated in accordance with the order of preference established in the Task Order, if any. The Contractor shall maintain progress at a rate which will assure completion within the contract time indicated on the individual Task Order. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each item by contract time specified or as established by an approved progress schedule.

- b) If the Contractor's progress falls behind the work progress schedule for more than 2 days at the specified rate of progress without explanation to the Project Manager or if the percentage of quality falls below 85 percent for more than 20 percent of the item acreage, the Contractor's right to proceed may be terminated if satisfactory quality or progress is not attained within the time specified.

Restrictions on Work

Work will generally be performed at any time during the period of the task except as determined by the Project Manager or as stated below:

1. When environmental conditions are incompatible with chemical labels and PCA recommendations; adverse weather has made working conditions too dangerous; or continued vehicular travel would cause unacceptable road damage.
2. When work is suspended by notice of a Work Order for non-compliance with the requirements of this contract.
3. When nearby wildfires or other events make work unsafe.

Prosecution of the Work

The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Project Manager and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Project Manager shall have the right to select the sequence in which the individual work will be completed. If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

1-10 Definitions

Acceptable Quality Level (AQL) - The maximum allowable deviation from the Quality Standard established by the BCRCD for work performed in this contract before the BCRCD may invoke payment deductions. The AQL does not allow a Contractor to knowingly quote or perform defective services below the Quality Standard, but limits reduced payments to circumstances in which defective performance results in a measurable reduction in the value of services received by the BCRCD.

Active ingredient – The chemical molecule that has pesticidal activity on the target plant. Chemical name is often shortened to a simpler “common name.”

BCRCD – Butte County Resource Conservation District

Brush - A low woody, perennial plant having stems arising from or near the ground such as manzanita, deer brush, whitethorn, gooseberry, etc.

CEQA - (California Environmental Quality Act) On private and State lands, this term is sometimes used to refer to the environmental document that says where herbicide can be applied, which kinds, and what resources must be protected.

Competing Vegetation - All plant species that are competing with the desired species or mix of species in a unit. Depending on the unit objectives, competing vegetation could mean hardwoods, conifer reproduction, grass, and/or brush.

Conifer - A cone-bearing tree with needles or leaf scales. Examples are Douglas-fir, ponderosa pine, incense cedar, white fir and sugar pine.

Control Area - A point or area identified within the treatment unit designated with a specific flagging scheme identified in the Task Order. Within control areas, there shall be no felling of trees, cutting of brush, spraying of chemical, piling of materials, staging of equipment, driving or parking vehicles.

Ephemeral Stream – A rain-dependent stream which only flows after precipitation.

Green Vegetation – Includes all living vegetation including but not limited to woody shrubs, grasses, and ferns.

Hardwoods - Species having broad leaves. For example: *Quercus* spp. (oaks) and *Arbutus menziesii* (pacific madrone). Hardwoods exclude all needle bearing trees, such as conifers. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Hardwood Clumps – Stems of sprouting hardwood species originating from a common stump or root collar. Examples include California black oak, live oak, tanoak, maple, and Pacific madrone.

Herbaceous Vegetation – Any plant that does not develop persistent wood tissue above ground, i.e. grasses, forbs, ferns, mountain rose, and snowberry.

IDIQ- “Indefinite Duration, Indefinite Quantity” Describes a contract which does not have a fixed and definite scope; rather, a contractor(s) is offered work opportunities over time, in quantities that may be impossible to predict because they depend on factors like wildfire and weather.

Intermittent Stream – A seasonal stream which ceases to flow during very dry periods.

Limited Operating Period (LOP) - Restricted operating dates due to wildlife requirements (i.e. Spotted Owl, Goshawk). Synonymous with seasonal restriction.

NEPA - (National Environmental Protection Act) On Federal Lands, this term is sometimes used to refer to the environmental document that says where herbicide can be applied, which kinds, and what resources must be protected.

Non-native Invasive plants – Specific plants will be detailed in each Task Order. For example, Scotch broom (*Cytisus scoparius*), yellow starthistle (*Centaurea solstitialis*), etc.

Non-Treatment Area: These areas may be excluded from treatment for consideration of wildlife habitat, utilities, archeological sites, trails, land improvements, stream course protection, and/or areas with excessive rock or steep ground.

Perennial Stream – A stream which has water flowing in it year-round.

Project Area - The area being treated, defined by the Task Order.

Project Manager – The Project Manager is responsible for administering the performance of work under the Task Order.

Quality Standard - The established standard against which all the Contractor's performance shall be measured.

Release – The removal of competing vegetation and excess trees from a tree selected to become a leave tree. A treatment that aims to increase the growth rate of existing trees. A treatment designed to free young trees from undesirable, usually overtopping, competing vegetation.

Reserved Trees or Reserved Areas - Individual species of trees or certain areas within a treatment unit that the Task Order or Project Manager designates are reserved from treatment.

Riparian Conservation Area (RCA) – Areas primarily adjacent to streams, ponds, and springs protected by restricting treatments in some situations.

Riparian Buffers – Areas within RCAs where work is restricted to no treatment. If an applicable RCA is within a unit it will be noted in the schedule of treatments.

Shrub (or brush) - Vegetation consisting of woody perennial plants smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level, and not normally reaching 20 feet in height (i.e. bitter brush, manzanita, ceanothus, mountain mahogany, rhododendron, serviceberry, sagebrush, etc.).

Special Aquatic Features – wet meadows, seeps, and ponds.

Stream Channel - That area influenced by high water at the time of the year with the highest flow.

Stump Sprout - Growth originating from a hardwood stump.

Tank Mix – A mixture of two or more herbicides applied during the same application.

Oftentimes used to broaden the spectrum of weed control such as mixing a broadleaf selective herbicide with a non-selective herbicide for broad spectrum weed control.

Trade name – The brand name of a commercial herbicide product that may contain one or more active ingredients, adjuvants, stabilizers, emulsifiers, or other inert ingredients.

Tree Bole - The main stem or trunk of a tree.

Unit - A unit, for inspection and payment purposes, is an area specified in the Task Order by Unit Name and Number.

Unit of measure- Specified designation for how payment will be made. For example: hours worked, days, acres treated, miles of roadside sprayed, etc.

Woody biomass - The trees and woody plants, including limbs, tops, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment

2. MATERIALS

2–1 BCRC D Furnished Property

If BCRC D furnished property is available for Contractor use, it will be identified on the Task Order level.

2–2 Contractor Furnished Materials

The Contractor shall provide all labor, housing, supervision, transportation, tools, and material (except District-furnished Property) necessary to perform the requirements of the contract. Specifically, but not necessarily inclusive, the Contractor shall furnish:

(A) All herbicides, surfactants, and dyes necessary to meet PCA recommendation requirements.

All herbicides and adjuvants shall be provided in the original factory sealed containers no larger than 2.5

gallons each. Equivalent herbicides, adjuvants, and dye may be substituted if approved by the Project Manager. Contractor shall provide clean water for the wash down of all equipment including backpack sprayers.

Equipment - Herbicide Application

(1) Application apparatus: Backpack sprayers - shall have an adjustable pressure regulator or a pressure gauge mounted on the spray wand. All sprayers shall be equipped with a "TeeJet" XR80-04VS spray tip or equivalent, with a 50-mesh screen. Plastic, brass, or aluminum spray tip nozzles shall not be used.

(2) Batch tank - shall be a mixing tank equipped with a constant agitator, a sight level in good condition to measure tank volume, and a leveling gauge which will be adequate for leveling a tank in all directions. The filler hose from the batch tank shall be equipped with a self-closing nozzle. The batch tank shall be in good condition, meeting all State requirements. The batch tank shall be mounted such that it can be moved and operated separately from the clean water tank; for example, mounted on a separate vehicle from the clean water tank, or mounted on a trailer. All valves capable of emptying herbicide from the batch tank must be lockable.

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

(4) Tree protection shields/cones sufficiently tall enough to completely cover and or completely shield trees from contamination of herbicide mixture spray drift. Shields and/or cones shall not be less than 6" diameter and no greater than 8" diameter at the opening.

(5) Locked storage area for herbicide and containers.

(6) Spill Kit - Shall contain a minimum of 25 pounds of absorbent material such as kitty litter, two 30 gallon 4-mil polyethylene garbage bags with ties, and two shovels.

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

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

(9) Fire Suppression equipment as reasonable and needed for working in forest settings. Examples include, but are not limited to, shovels, a water source, chainsaw, and other relevant equipment. Task Orders will list requirements.

3. CONTRACTOR PERSONNEL AND EQUIPMENT CONTRACTOR ON-SITE

3–1 Contractor Personnel

Representative

For each Task Order the Contractor shall designate, in writing, a representative to act for the Contractor during his absence. The Contractor's representative shall read and speak fluent English. The Contractor shall clearly state the extent of authority the designated representative will have on the job. The Contractor or acting authorized Representative shall receive orders from the Project Manager as required to keep the job in progress and in adherence to technical specifications, as needed, to finish the job. The BCRCDD may, at its option, suspend work with full count of contract time continuing if the Contractor fails to provide a Contractor's Representative conversant in the English language and able to read and understand the contract.

Work Foreman

The Contractor's foreman shall be fluent in the English language. The Contractor shall, at all times, have a foreman and an inspector with each crew whose intended purpose is quality control of the Contractor's work and Contractor self-inspection.

Non-Supervising Quality Inspector

It is expected that there will be at least one non-supervising quality inspector per crew designated by the Contractor to perform quality control.

Contractor Employees

The Project Manager, in writing, may require the Contractor to remove from work any employee found to be working in an unsafe manner, endangering resources, or engaging in criminal behavior.

3–2 Subcontractors

The Contractor shall promptly notify the Project Manager about any subcontract arrangement related to this contract. Any subcontractor not identified in the contractor's Task Order response is subject to the approval of the Project Manager. Any subcontractor shall have the relevant experience and appropriate equipment for such work. The written notification shall include as a minimum:

- A. The name, address, and telephone number of the subcontractor.
- B. Subcontractor qualifications, including applicable license numbers (PCA, QAL, etc.).
- C. The date upon which the subcontract was entered into and its duration.
- D. A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.
- E. 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 appropriate flow-down terms and conditions of the prime contract.

4. TECHNICAL SPECIFICATIONS

The prescription objective is intended to be a guideline for achieving a high-quality final product in a professional manner. The Contractor shall use their knowledge to identify and adjust to any conditions on-site and notify the Project Manager of any conditions not addressed in the prescription. Examples of the types of tasks and standards are identified in this section. Additional specifications for similar work or any deviations or additions to these standards will be identified in each Task Order. Each Task Order will vary in scope and treatment. It is the Contractor's responsibility to confirm the treatment with the Project Manager.

4-1 Foliar Spray

Foliar application of herbicide with a crew and calibrated backpack sprayers. Task Orders will include project specifics including targeted species, control areas, and special considerations. Each Task Order will vary in scope and treatment. It is the Contractor's responsibility to confirm the treatment with the Project Manager.

4-2 Pre-emergent Application

Soil-based herbicide application on mechanically prepped units. Task Orders will include project specifics including targeted species, control areas, and special considerations. Each Task Order will vary in scope and treatment. It is the Contractor's responsibility to confirm the treatment with the Project Manager.

4-3 Other application techniques as needed

As needed, Task Orders will be issued for more specific kinds of herbicide applications such as cut stump, spot spray, basal bark, and hack n' squirt applications. Task Orders will include project specifics including targeted species, control areas, and special considerations. Each Task Order will vary in scope and treatment. It is the Contractor's responsibility to confirm the treatment with the Project Manager.

5. QUALITY CONTROL, INSPECTION, AND ACCEPTANCE

5-1 Quality Control

The Contractor has sole responsibility for maintaining quality control for all aspects of work performed under this contract. The Contractor will furnish a written plan of self-inspection procedures to the Project Manager on request. The Contractor is responsible for their crew(s) knowing the requirements of the contract, including, but not limited to, proper application methods, and unit locations. The Contractor is responsible for the proper operation of their crew(s).

5-2 Inspections.

The on-site Project Manager or their delegate will make periodic inspections of each project as work progresses, or as work is completed, to determine acceptability of method and manner of performance, the end product of operations, and to make measurements for payment. Determination of the acceptability of the work performed will be based on these inspections, which will be considered conclusive, except as otherwise provided in the contract.

5-3 Acceptance.

No final approval of any project will be granted until all items specified are delivered to the Project Manager and determined to fulfill all specifications, terms, and conditions of this contract.

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.

Upon the Contractor's accepting final payment, this shall release the BCRCD from any and all obligations arising under any issued Task Order.

5-4 Penalties and Incentives

Penalties for Unacceptable Work by the Contractor

- (1) Where possible, the Contractor shall re-work at no cost to the BCRCD all work performed which does not meet the minimum acceptable quality level.
- (2) Contractor shall bear the cost of extra inspections by the BCRCD if the BCRCD must perform extra monitoring of the Contractor's work (e.g., re-inspections of areas re-worked).
- (3) The BCRCD may accept the Contractor's work, but at a reduced payment rate.
- (4) The BCRCD may exercise its right to terminate for cause.
- (5) The Contractor may receive a poor performance rating.

Incentives for Acceptable Work by the Contractor - The Contractor shall receive a positive performance rating and receive recommendations for award of similar work in the future.

Payment Basis

Payment will be made for completed units, as designated by the Task Order, at the contract price per unit of measure (e.g. acres, person hour, etc.) where quality meets or exceeds the Acceptable Quality Level (AQL) less any authorized deductions. The acreage for the purpose of payment is measured on the horizontal plane. Roads do not require treatment and have not been included in the estimated acres. Payments for partially completed units may be approved by the Project Manager if work quality meets or exceeds the AQL and there is reasonable expectation the contractor will complete the entire unit. Payment for partial completion of a unit is expected to be the exception, not the normal procedure.

Potential reductions:

- a) Units with an inspection quality between 90 percent and 100 percent will receive full payment.
- b) Units with an inspection quality between 85 percent and 89 percent may be accepted and paid; however the price will be calculated by multiplying the actual inspection quality percentage times the unit price. The Contractor may consider rework and inspection if full payment is desired.

c) Units with an inspection quality less than 85 percent are not acceptable. The Contractor will be required to rework any stand where the quality level is below 85% to receive payment. No payment will be made unless the Project Manager makes a final determination that some payment is warranted.

5-5 Project Closeout and Release

Invoices

Invoices shall be submitted to BCRCDC not more frequently than monthly for a given Task Order.

Each invoice shall include a brief description of work completed to date for those tasks that are being billed for. In addition, each invoice shall also indicate the overall percent of work completed for all tasks specified in the Task Order. The invoice shall include the contract number assigned by BCRCDC and shall be delivered to the address for BCRCDC. Contractor shall be paid for performance under this Agreement in accordance with the terms set forth here. If billing at an hourly rate, in addition to the invoice the Contractor shall provide timesheets that include date, hours spent, location, and task/ work accomplished. Unless otherwise specified, payment shall be no more than net sixty (60) days from date BCRCDC receives payment from its funder.

Invoices can be submitted electronically to julia@bcrdc.org and CC admin@bcrdc.org.

6. SPECIAL CONTRACT REQUIREMENTS

6-1 Employment of Eligible Workers

(Standards for contracts involving H-2B workers or migrant and seasonal agricultural workers)

General

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

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

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

Definitions

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

b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

a) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

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

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

I. Spouse

II. Children, stepchildren, or foster children

III. Parents, stepparents, or foster parents, or

IV. Siblings

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

Registration Requirements

a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.

b) Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm).

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

Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm

Labor Contractor Certificate as part of their representations, certifications, and acknowledgements.

Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the BCRC D Project Manager.

Worker Protections

- a) Worker Information Posters
 - I. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
 - II. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
- b) Personal protective equipment
 - I. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
 - II. Before a worker begins operating equipment, the contractor shall train the workers in the safe operation and use of the equipment.
 - III. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. PPE includes:
 - Head Protection
 - Hearing Protection
 - Eye/Face Protection
 - Leg Protection
 - Foot Protection
 - Hand Protection
 - Other Protection as necessitated by chemical label.
- i. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
- c) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6-2 Employment Requirements

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

- a) Contractors employing workers in forestry-related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
- b) Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (with aliases in parentheses), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime Contractor for submission to the Project Manager.

6-3 Transportation

- a) The Contractor shall be registered to transport employees unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the Contractor's certificate. If the Contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver who transports workers for a fee or at the direction of the contractor shall be registered as an FLC or an FLC employee.
- b) See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

6-4 Workforce Certification

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

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

Contactors and Subcontractors must complete and include the H-2B Worker Checklist (*Appendix*

1) and attach it with their proposal. The Contractor must include an updated checklist with a Task Order proposal if a change has been made.

Appendix 1: H-2B Worker Checklist

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

- Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
- Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (<http://www.dol.gov/whd/mspa/>)
- Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
- Company certifies it has valid FLC certificate of registration. (Attach a copy of current certification.) Authorization includes:
 - Transporting workers
 - Driving
 - Housing workers
 - Company has applied for a Certificate of Registration on _____

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

Information about licensing requirements and procedures may be obtained from the following: I, on behalf of _____ [company], certify to the above responses.

(Signature) _____

(Date) _____

Printed Name _____

Title _____