



**Feather River Resource Conservation District
Tree Cone Collection 2022
Request for Proposals
August 17, 2022
Solicitation closes August 26th, 2022**

1. SCOPE OF WORK

The purpose of this solicitation is to secure commercial services for tree cone collection, in the Mt. Hough Ranger District of the Plumas National Forest as prescribed by the terms of this agreement.

The Forest Service and Feather River Resource Conservation District (FRRCD) needs the following services to restore and reforest government lands in California.

The resulting Blanket Purchase Agreement will include services for tree climbing for the collection of a variety of specimens from a variety of species in accordance with all safety requirements for such work as directed by the District.

When collection services are required, the District will issue a Call (order under the BPA) identifying the location, line items and quantities, and the period of performance for services/collections required. Due to unstable and unforeseeable environmental conditions, the District is not always able to determine needs until it is closer to the suitable conditions varying by location and species. The projects will be time- sensitive. Specimens collected are perishable and will be required to be treated with great care. The District anticipates recurring requirements but cannot predetermine the precise requirements during the agreement period.

All samples collected under the provisions of this contract are and shall remain the property of the Government.

2. CONTRACTOR RESPONSIBILITY

The Contractor shall furnish all technical expertise, professional certifications, licenses, labor, equipment, supervision, transportation, supplies and incidentals necessary to complete the project, except for that which the RFQ or Contract states is to be furnished by the District. This includes all items, labor or equipment needed to perform all necessary work to select trees (if required), and to pick, bag, label and deliver collections to the delivery point. All equipment and personal protective equipment shall meet or exceed OSHA specifications.

3. PROJECT LOCATION

This project is located on the Mt. Hough District of the Plumas National Forest.

Accessibility:

1. Generally, work areas may be reached by forest roads which are accessible by standard two-wheel drive pick-up (with snow tires and chains, if needed) during normal operating seasons. The Forest Service assumes no obligation to plow snow or do special



- maintenance to keep roads open.
2. Inaccessibility due to snow, fallen trees, slides, or washouts on roads may or may not be corrected at the option of the District.
 3. No vehicles will be permitted to operate off roads without approval of the Contracting Officer.
 4. More specific information on access roads and conditions may be provided at the Call level.

Project Description:

1. There will always be a FRRCD COR or inspector with the Contractor during contract work.
2. Most trees to be climbed are within 500 feet of a road.
3. Trees to be climbed are of varying size and diameter.
4. Trees/stands will be preselected before the start of the contract. The climber can assess trees for safety.
5. Genetically superior trees are preselected and have known locations.
6. The work schedule will be subject to change depending upon maturity of cones, weather, and other unforeseeable factors. Work may cease for periods of time due to cones not being adequately ripe.
7. Bushels collected are to meet the greatest need of the seed bank. Due to this, various elevation bands will be identified for sampling. Within elevation bands, diversity is best met with collection from MULTIPLE stands. Therefore, the FRRCD may choose to cease collection within a stand and move to a new stand or elevation band. This may occur even if there are large quantities of cones remaining.

4. 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.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.
3. Further restrictions may be imposed on individual Calls as needed.

5. MAPS

Forest maps can be obtained from the Plumas National Forest through their website. Access to that website can be obtained thru the Washington Office website (www.fs.fed.us). Maps are general in nature and are not to be considered as definitively identifying locations. Detailed maps and motor logs for some tree locations may be provided with Calls.

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

7. TECHICAL REQUIREMENTS

Definitions

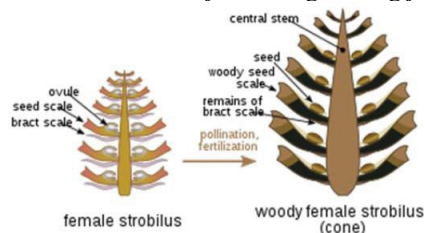
Branch Hook: Long-handled device used to pull limbs into the bole of the tree, so that the climber can safely pick cones without damaging the tree. A minimum 6-foot length is required.

Branch Flagging: Dead or dying branches within the live crown which have dead or yellowing needles.

Bushel: dry measurement, 8 gallons or approximately 1.244 cubic feet.

Cankers: Noticeable swelling on branches or stem bole.

Cone: *Pinaceae* cones – The members of the pine family (pines, spruces, firs, cedars, larches, etc.) have cones that are imbricate (that is with scales overlapping each other like fish scales). These pinecones, especially the woody female cones, are considered the “archetypal” tree cones. The female cone has two types of scale: the bract scale and the seed scale (or ovuliferous scales), one subtended by each bract scale, derived from a highly modified branchlet. On the upper-side base of each seed scale are two ovules that develop into seeds after fertilization by pollen grains. The bract scales develop first and are conspicuous at time of pollination, the seed scales develop later to enclose and protect the seeds, with the bract scales often not growing further.



The scales open temporarily to receive gametophytes, then close during fertilization and maturation, and then re-open again at maturity to allow the seed to escape. Maturation takes 6–8 months from pollination in most *Pinaceae* genera, but 12 months in cedars and 18–24 months (rarely more) in most pines. The cones open either by the seed scales flexing back when they dry out, or (in firs, cedars and golden larch) by the cones disintegrating with the seedscales falling off. The cones are conic, cylindrical or ovoid (egg-shaped), and small to very large, from 2– 60 cm long and 1–20 cm broad.

Cone Cut Sampling: Cones are sampled individually by cutting them lengthwise to count and inspect seeds help determine crop health and seed viability.

Conelets: Immature, one-year old pinecones, usually 3 to 4” long.

Cone Location: Seed bearing cones on the tips or along the branches.

Cone Maturity: Cones are usually mature when the color changes from green to lustrous greenish brown to light brown. Cones with scales that begin to crack are also an indicator of maturity. Cone ripening and cone flare may only be days apart.



Contracting Officer (CO): The person executing this contract on behalf of the District, including any duly appointed successor and authorized representatives of the Contracting Officer acting within the limits of their authority.

Contractors Officer's Representative (COR): The COR is the on-site contract administrator for the Contracting Officer. The duties and responsibilities of a COR are defined in the letter of designation issued by the Contracting Officer after award.

Cut face: The exposed face of one side of a cone that has been cleanly sliced lengthwise along the cone axis exposing the inside of the cone and seeds.

Flared Cone: The seed-bearing organ of a conifer that has matured enough for the cone scales to open to allow seed dispersal.

Filled Seed per Cut face: A method used to determine seed yield which includes the count of seed on the cut face exhibiting the highest exposed filled seed count.

Only seed that have been sliced open sufficiently so that the inside of the seed is readily visible are counted as exposed.

Only seed containing storage tissue (endosperm) and that are sound are counted as filled seed. Seed that are not sliced open (i.e., the seed coat remain intact), are ignored.

Healthy, Available Cones: Cones which are fertile, mature, and sound; capable of producing viable seed that are relatively free of insects, disease, and other types of damage that are within the top two-thirds of the crown of the tree.

Mature Seed: Visually inspect cones and cut cones to examine seeds to determine seed maturity. The actual seed condition will vary by species, but in general seed is considered mature when the embryo fills 90% or more of the embryo cavity (most important criteria) and is a cream or pale-yellow color. Mature seed has a firm white to yellow or cream-colored endosperm. Squeezing the endosperm releases a clear liquid when seeds are mature. Endosperms that are soft and when squeezed release a milky colored liquid are not mature seeds. The surrounding storage tissue (endosperm) is a firm consistency and not a viscous milky condition. The seed coat and seed wing have darkened in color and is easily lifted from the cone scale. In mature seed, the embryo is nearly the length of the seed.

MGR: a sugar or other white pine tree that has been tested and proven to have a major gene resistance to white pine blister rust.

RRSP (Rust Resistant Sugar Pine): Existing proven Major Gene Resistant (MGR) Sugar/White Pine trees.

Seed and Wing: Seed and Wing will be dark brown to deep magenta color and detach intact from the cone scale in mature cones.

Sound Seed: Seed is considered sound when the endosperm and embryo are developing normally and there is no evidence of insect, disease, climatic or other types of damage.

Species Codes: See attachment for Species Codes

Tarp Collection: A type of cone collection where an individual place a tarpaulin, canvas, plastic or other material or fabric flat on the ground under a tree, drops cones from the tree onto the fabric and later collects the cones from fabric into a container.



Tree Sampling (tree monitoring): picking one or two cones from a tree to cut open and determine how far along the cone has matured, whether the cones are healthy (no insect damage), and to get a general idea of when the tree would be ready for cone collection. This task may also include reconnaissance (surveying) to locate potential trees for future sampling and collection.

Visually Blister Rust-Free: No branch flagging or cankers visible from ground observations.

WPBR: White Pine Blister Rust.

8. SPECIFICATIONS

The Contractor has the option, with the FRRCD's Technical Expert approval, of deciding the appropriate method of collection. Some options include but are not limited to: tree climbing. Proposers are encouraged to be creative as other methods may be considered and approved if both safe and effective.

Climbing:

1. The Contractor shall follow all Federal, State, and local safety laws and regulations applicable to the contract work to be performed. **This includes following Forest Service standards set forth in the National Tree Climbing Guide: 2015 Edition, unless alternate methods are approved by the Contracting Officer. The guide is available from the Missoula Technology and Development Center (<http://www.fs.fed.us/treeclimbing/policy>). The most significant requirement from the Guide is that the ground person also be capable of climbing the tree (this second climber can also be in a tree as long as both climbers are close enough to maintain unassisted voice contact).**
2. The contractor shall:
 - a) Provide a statement of technical capability and the number of years the Contractor has performed tree climbing work.
 - b) Document the qualifications or skill level of individual personnel who will execute the provisions of the contract.
 - c) Specify the techniques and safety practices planned and/or equipment to be used for the contract to minimize natural resource damage outside the scope of work.
 - d) Provide proof of insurance for self and employees.
3. The District may determine the order in which the trees are to be climbed for cone ripeness purposes.
4. The Contractor shall take all precautions to prevent excessive damage to trees. If the CO determines that excessive damage is occurring, the Contractor's right to proceed shall be suspended until the proper corrections have been made. For example:
 - a) Purposeful cutting of branches
 - b) Scoring, slashing, damaging the bole

*The district representative reserves the right to determine what is damaging to the tree. The above are just examples and are not all inclusive.
5. **No tree spurs, spikes, or other intrusive climbing techniques will be permitted for climbing of white pines (sugar pine trees, western white pines, limber pines, bristle cone pines, whitebark pines, foxtail pines). Climbing of white pine trees shall be done with climbing equipment and techniques that do not wound the cambium of the trees, such as tree ladders, ascenders, and foot**



locking.

Cone Collection:

The quantity of cones to be collected from each tree depends on the collection type. For general collections we usually won't collect less than 2 bushels per tree unless it is a high need seed zone and or elevation range. For the 5 needle pines we usually only require 5 cones for sugar pine and 10-15 cones on the other species. This is because we don't need a bushel of cones for rust resistant testing.

1. It is the on-sight district representative's responsibility to determine the maturity and quality of the cones before collection. The District will accept for payment only those mature cones that meet or exceed the quality standards specified. Cone quality shall be determined just prior to picking. The Contractor shall provide several cones from the top third of the selected tree to the district representative to test for ripeness and quality. The district representative will determine the acceptability and either continue collection or abandon the tree.
2. If cone quality standards are not met, the district will direct the contractor to not collect those cones.
3. The District may limit the quantity of cones collected per tree.
4. Cones shall be collected from the top third of the crown. Only if the specified quantity of cones is not obtainable from the top third, shall additional available cones be collected from the middle third of the crown.
5. Cones shall not be collected from the lower third of the crown unless approved by the district representative.
6. The district representative reserves the right to limit the amount collected from a single stand and/or elevation band.
7. A bag of cones shall not be contaminated with cones of other species or with cones from other trees of the same species. Bags shall not contain trash. Trash is considered to be cones not of the current year's crop, twigs, needles, leaves, rocks, grass, etc.

Seed Cone Identification and Delivery:

1. Each bag of cones shall be identified with Cone Identification Tags provided by the District. The district representative will fill out the Cone Identification Tags. Each bag of cones shall have one completed tag placed inside the bag and one completed tag attached to the outside of the bag.
2. Bags shall be securely tied shut at three inches from the top using the district provided zip ties.
3. Contractor shall protect the bags of cones from moisture and overheating by placing the bags in the most shaded and dry area.
4. The District Representative will retrieve bags of cones on site.
5. All cones shall be placed in District-furnished bags.
6. Bags shall not be filled with more than one bushel of cones, regardless of bag capacity.

Tree climbing spurs are prohibited for use in climbing white pine trees

Contractor shall not collect from trees that have been previously collected from (tree has visible tree tag from previous collection or contractor has previous knowledge of collection unless directed to by the district representative.

9. DISTRICT FURINSHED PROPERTY



The following are examples of items typically provided by the District. Not all items are applicable to every Call.

- Cone bags
- Tags
- Ties

10.INSPECTIONS AND ACCEPTANCE

District Inspections

District inspections are for the purpose of satisfying the District 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 District.

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 District 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.

Specific Inspection Procedures

Method

The Contracting Officer or their Representative will make visual inspections while work is in progress for compliance with terms of the contract. Visual inspections will include determining the ripeness of seed embryos, insect damage, and filled seed count through cone bisection inspection.

Determination of Acceptability

Work on this contract will be deemed acceptable when the District's visual inspections show acceptable performance. Acceptable performance is defined as mature seed embryos (see definitions), minimal insect damage (less than 10% of seed in the cone bisection), and no less than 60% filled seed count (see definitions).

11. WORK TIMING

The Contractor shall begin work as negotiated with the FRRCD staff member or Contracting Officer. Failure to begin work on schedule will make the contract subject to immediate termination for cause.

12. 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.

13. PAYMENT

1. Invoices

Contractor shall submit an invoice to the District for compensation and reimbursable expenses incurred. Invoices will be submitted no more frequently than every 30 days, and no less frequently than every 90 days. Each invoice shall be broken down by contract/work items, and included for each item shall be the following information:

- Work item descriptions
- Number of units (i.e. acres) completed per work item this period
- Cost per completed unit by work item this period
- Total cost to each work item this period
- Total invoice amount this period



- Total cost incurred to date

Final invoice shall be marked Final.

2. Invoice Submittal

The Contractor shall send invoices for each payment when due to:

Feather River Resource Conservation District
P.O. Box 3562
Quincy, CA 95971

3. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor on a unit (acre) per Contract Line Item basis, in accordance with scope of work and deliverables outlined in this contract. This contract amount shall be inclusive of all taxes incurred. The District will pay the contractor for fully acceptable work at the prices bid in the bid template, less deductions for other items as identified in the contract.

Payments and Deductions.

This is a performance-based contract with disincentives for poor performance. Reductions in performance will result in reductions in pay on a per Unit (Contract Line Item) basis. Payment will be based on the quality of work performed on a sliding scale. See 15. ACCEPTANCE for details.

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

Before final payment will be made the Contractor shall sign a release of all claims against the District arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

4. Terms of Payment

Payment will be by itemized invoice. All payments will be made to Contractor, subject to District approval, within 90 days. The District shall make checks payable to the (contractor business name) and mail to:

(contractor business name and address)

14.SUPERINTENDENCE BY CONTRACTOR

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on- site that is fully conversant in the English language.



15. ARCHAEOLOGICAL AND HISTORIC SITES

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

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 prehistorical 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 COR 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 from the COR.

16. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

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

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

17. SAFETY/TRAFFIC CONTROL

When Contractor's operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install and maintain all temporary traffic controls which provide the road user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's operations. Devices shall be specified as in the "Manual on Uniform Traffic Control Devices for Street and Highway" (MUTCD). Devices shall be appropriate to current conditions and covered or removed when not needed.



18. PROTECTION OF RESOURCES

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. All roads and trails designated by the Forest Service as needed for fire protection shall be kept free of logs, brush, and debris resulting from Contractor operations.

19. 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.

20. GENERAL CONDITIONS

1. Worker's Compensation Clause

Contractor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. Contractor will make its subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

2. National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board.

3. Nondiscrimination Clause

During the performance of this Contract, Contractor, its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor, its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.



Contractor, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

Contractor, its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24-hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Contractor's signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

4. Hold Harmless

Contractor agrees to mutually save harmless the District, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District in the performance of this contract, except all claims due to willful negligence or fraud.

5. Compliance With Laws, Regulations, Permit Requirements

Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

6. Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the Contractor shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

7. Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the Contractor shall be preserved for this purpose for at least three years after completion of the project.

8. Remedies Not Exclusive



The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

9. Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests for amendments must be in writing stating the amendment request and the reason for the request. Amendment agreements will be in writing, signed by the authorized representative of each party, and become an Exhibit of the contract.

10. Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

11. Warranty/Standard of Professionalism

Contractor warrants to the District that the work under this Contract shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications.

12. Delivery and Retention of Records

To the extent that the District does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of work performed under this Contract for a period of not less than two years from the date the final invoice is accepted by the District. At the District's request, Contractor will deliver a copy of any or all original notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the work performed under this Contract.

13. Cancellation

The District may cancel this Contract, in part or in whole, for the Districts convenience upon 30 days written notice. In the event of cancellation, the District will pay Contractor for services satisfactorily performed prior to the effective date of cancellation. Any reports, drawings, or other documents prepared for the District prior to the effective date of such cancellation shall be delivered to the District by Contractor. The Contractor may cancel this Contract for any reason upon 30 days written notice. Contractor shall not enter into any agreements, commitments, or subcontracts which would incur significant cancellation costs without prior written approval of the District. Such written approval is a condition precedent to the payment of any cancellation charges by the District.

14. Suspension of Work

The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the District.



If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

15. Availability of Information

The District's duly authorized representatives shall have, during the term of the contract and for three (3) years thereafter, access at all reasonable times to all of Contractor's and its subcontractors' personnel, accounts and records of all description, including but not limited to digital and hard-copy files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

This provision shall apply to all contracts except those performed solely on a lump-sum basis. However, where lump-sum and time and materials work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit privilege shall also extend to the District access to all Contractor's records pertaining to all contracts including the lump-sum for assurance that the portions of the work performed on a time and materials basis are not being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc. provided herein, supplement hereto or in such other agreements.

Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.

Contractor agrees to maintain records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Per requirements of the state grant funding for this project, Contractor agrees to allow the District, or their designated representative, the right to review and to copy any records and supporting documentation pertaining to the performance of this contract. Further, Contractor shall allow the State to audit records and interview staff related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).



16. Compliance with Tax Reform Act of 1986

Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for the District. Contractor shall indemnify and hold the District harmless, on an after-tax basis, for any liability incurred by the District as a result of Contractor's failure to institute any such required withholding.

17. Choice of Laws

This Contract shall be construed and interpreted in accordance with the laws of the State of California excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

18. Nonwaiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Contract or any default in the performance of any obligations under this Contract shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

19. Enforceability

In the event that any of the provisions or the application of any of the provisions of this Contract are held to be illegal or invalid by a court of competent jurisdiction, District and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions or the application of any of the provisions of this Contract shall not affect the legality or enforceability of the remaining provisions of the Contract.

20. Incidental and Consequential Damages

The District shall not be liable for incidental or consequential damages including, but not limited to, loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts unless expressly authorized in writing by the District.

21. Prior Work

Services performed by Contractor pursuant to the District's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

22. Force Majeure

Neither the District nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder, for work previously performed to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. In the event either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other parties of that fact and of the circumstances preventing or delaying performance. Such party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.



23. Integration

This Contract contains the entire agreement and understanding between the parties as to the subject matter of the Contract. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between District and Contractor, whether oral or written, and has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

21. AMENDMENTS

1. Change in Work

The District reserves the right to make such changes in scope of work as may be necessary or desirable, and any difference in scope of work and/or contract price resulting from such changes shall be agreed upon in writing by Contractor.

2. Additional Work

Before proceeding with any work involving possible claims for extra compensation not specified in the Contract, Contractor shall submit in writing to the District with a detailed breakdown and estimated cost of anticipated contract work including extensions and change orders as follows:

- Description of work to be performed including detailed breakdown by identifiable work items.
- Estimated cost of each work item by unit.
- Expected date of completion of each work item.

Contractor shall not proceed with any such additional work prior to receiving written authorization of Change Order by the District.

3. Authorization

No modification or change to this Agreement that is beyond the Scope of Work described herein shall be binding or effective unless expressly set forth in writing and signed by the District's Executive Officer. The staff of either party to this Contract are not authorized to make modifications or changes to this Contract that are beyond the Scope of Work agreed upon. The modification or change is not effective until the District provides written approval. Contractor agrees that all costs for any such modification or change that is performed without prior written approval shall be at Contractor's sole risk and expense.

22. CONTRACTOR INSURANCE REQUIREMENTS

Contractor must hold insurance that meet the following Insurance Requirements:

Prior to rendering services, the contractor and his/her subcontractors shall acquire, and maintain during the term of this Agreement, at Contractor's sole expense: (1) Workers' Compensation Insurance conforming to the statutory requirements of the state in which operations under this agreement are performed; (2) comprehensive general and automobile bodily injury liability insurance written on an "occurrence" basis subject to minimum limits of \$1,000,000.00 each person and \$1,000,000.00 each occurrence; and (3) general property damage insurance subject to a minimum of \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and All liability insurance coverage shall provide that subcontractors working for the contractor are covered under the terms of contractor's policies. All



insurance shall meet the approval of the District and all policies evidencing said insurance shall provide for thirty days' prior written notice to the District before cancellation or material change in the policy. A certificate of Insurance showing evidence of insurance coverage as specified herein shall be furnished to the District prior to commencement of Contractor's operations.

23. EVALUATION CRITERIA

Price, Technical Approach, Availability, Past Performance, and Community Benefit will be considered for the "Best Value" evaluation. The order of importance corresponds with each criteria's preceding order of appearance.

24. BIDDING REQUIREMENTS

Evaluation Criteria: Please keep bid proposals to a maximum of 6 pages not including references. Prospective bidders are to include the following within their bid:

1. Bid Template for price per acre and per Contract Line Item Number – See Attachment A.
2. Response to Evaluation Factors – All sections completed. See Attachment B

Bid Date:

The contractor shall provide a bid for the individual bid items no later than March 30, 2020 at 5:00 pm.

Bids shall be received:

at Feather River Resource Conservation District, PO Box 3562, Quincy, CA 96971,
or emailed to contracting@frrcd.org.

25. AWARD OF CONTRACT

The District has evaluated proposals and awarded the contract resulting from this solicitation to that offeror: (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the District. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The District reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the District. The District may reject any or all offers if such action is determined to be in the best interest of the District.

26. CONTRACT OFFICER

Name: Brad Underwood

Telephone Number: (530) 927-5299

Email: bunderwood@frrcd.org



27. LIST OF ATTACHMENTS

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

TITLE	DESCRIPTION
A) Maps	Maps Describing Locations of Trees to be Harvested
B) Bid Sheet	Bid Proposal Narrative
C) Tree Climbing Field Guides	Forest Service Field Guides to Climbing Trees
D) Detailed Information	Detailed Information on Each Potential Tree