



**Feather River Resource Conservation District
Moonlight Reforestation Pile Burning 2022
Request for Proposals
November 1st, 2022**

1. PROJECT DESCRIPTION

The purpose of this contract is to secure services for pile burning including a qualified Burn Boss and Red Carded crew members. The Plumas National Forest has approximately 965 acres of machine pile construction and 29 acres of hand build piles within the Moonlight Fire area. Contract crews are needed to supplement Forest Fire crews in reducing this burn pile burden. Contract crews may work alongside Forest Service crews or may work independently after close coordination with the Fire and Fuels shops. Contractor will be provided burn plans prepared by the Plumas National Forest and will be expected to adhere to and implement these plans.

Contractor Responsibility: The Contractor shall provide everything necessary complete burning piles under appropriate conditions according to the burn plan. This includes all equipment, supplies, transportation, labor, and supervision necessary to complete the project, except for that which the contract clearly states will be furnished by the Government.

The contractor shall:

- Prepare the units for prescribed burning and conduct ignition, holding, mop-up, and patrol as needed.
- Provide all necessary equipment, including transportation, drip torches and fuel.
- Provide all necessary prescribed burn personnel, including a qualified Burn Boss.

The district may or may not require a contract burn boss. If it is determined that a contract burn boss is not needed, that portion of the contract may not be executed.

This project is in collaboration with the United States Forest Service, Plumas National Forest and Sierra Nevada Conservancy, therefore will adhere to Federal and State regulation and Best Management Practices that are outlined in the contract and identified in State and Federal environmental compliance documentation (see **Attachment E**).

2. PROJECT LOCATION

This project is located on the Mt Hough Ranger District on the Plumas National Forest. Burning will be done in the Moonlight project area. The legal description of the project units is T27N 11E Sec 03, 13, 14, 15, 23, 24, 32; T27N 12E Sec 04, 05; T28N 11E Sec 13, 14, 32; T28N 12E Sec 17, 19, 20, 28, 29, 32, 33 - MDMB, see maps for details.

Description: The burn unit piles in this contract were created between June 2020 to September 2022. Most piles were built between April – October 2022. Piles are cured and were covered with heavy paper to provide a dry portion of the pile to aid in winter time burning.

Boundaries: This contract will rely on virtual boundaries provided as georeferenced pdf maps. Contractor will be expected to use Avenza or other mapping program on tablets or smart phones to navigate and systematically burn units.

Accessibility: Units can be accessed by a combination of paved and dirt/gravel road systems. All units require foot travel cross country from roads to burn piles. During wet and snowy weather, it is advisable to use 4-wheel drive vehicles, UTVs, and ATVs. Rubber tracked equipment would assist with unit access. Snowmobiles are permitted and may be advisable during winter conditions.

3. DEFINITIONS

Burn Plan - A Forest Service document approved by the local Agency Administrator that identifies the procedures and details that must be followed in order to accomplish a prescribed burn project. The burn plan consists of objectives, responsibilities, prescriptions, descriptions, maps and sub plans for firing, holding, mop-up, organization, communication, safety, public information, smoke management and contingency planning.

Firing Plan - That portion of the Burn Plan which describes and details the methods and patterns of ignition for a specified burn unit.

Firing - The act of lighting or igniting a specified burn unit.

Holding Plan - That portion of the Burn Plan which describes and details the holding force's responsibilities during the firing operation until such time as the specified burn unit is placed into patrol status.

Mop-Up Plan - That portion of the Burn Plan which describes and details under what conditions mop-up would occur and the magnitude and extent of that activity.

Mop-Up - The act of physically extinguishing fires by means of water, approved water additives, or dirt.

Contingency Plan - That part of a Burn Plan which describes the notification process with regard to implementation of the prescribed burn, the sequential actions to be taken in the event of an escape, reference to portion of Burn Plan which identifies the probable resources needed for escapes, and provides the initial suppression strategy envisioned in the event that a burn exceeds its prescription, escapes its designated containment boundary, or exceeds the capabilities of the existing holding force.

Organization Plan - That portion of the Burn Plan that describes who, how many, and what type of resources will be used for firing, holding, mop-up and patrol.

Safety Plan - That portion of the Burn Plan that describes: the safety equipment and safe practices to be used when conducting the project (Job Hazard Analysis); a medical evacuation plan including closest medical facility; public notification procedures; and a communications plan with frequencies and phone numbers.

Smoke Management Plan - That portion of the Burn Plan that describes in detail, smoke management and air quality considerations related to the prescribed burn. This plan includes contingency actions required should smoke impact a Smoke Sensitive Area (SSA).

Contain - To stop a fire's spread by fireline construction.

Fireline - Includes a linear feature, whereby all flammable surface material is removed down to mineral soil. Aerial fuels, such as brush, limbs, and other types of foliage will be cut back or pruned so that there is sufficient clearance above the ground following along the linear feature.

Control - Suppression action taken to ensure that the fire's growth stopped, contained, and mopped-up.

Spot - Any fire which is located outside of and not contiguous to the planned burn unit boundary.

Slopover - Any fire or burned area immediately adjacent to but not inside the burn unit perimeter or fireline.

Wildfire - Any fire which burns outside of the specified burn unit's established perimeter and cannot be controlled by the Contractor's resources (both on-site and contingency). This situation would require supplemental commitment of Forest Service suppressions resources to control the fire.

Adverse Weather Conditions - Unusually sudden changes in existing or predicted meteorological conditions which would result in exacerbated fire behavior, such as rate of spread and intensity of the fire and make control of the burn difficult. An example of such an event would be the existence or prediction of a high-wind event.

Personal Protective Equipment (PPE) - Approved fire resistant clothing, hardhats, gloves, eye protection, hearing protection, 8" high-laced boots with no steel toe insert and serviceable fire shelter.

4. SERVICES AND PRICES

The following abbreviations are used in this price schedule:

CLIN – Contract Line Item Number
UOM – Unit of Measurement
QTY – Quantity

1.1 Contract Line Item Numbers

Table 3.1.1 – CONTRACT ITEM 1 - 2021 Mechanical Site Preparation							
CLIN	Project	Total Unit Acreage	Work Year	UOM	Estimated Work QTY	Daily Price	Total Price
001	Moonlight-Machine Piles	1198	2022-2023	Acres	965		
002	Moonlight-Hand Piles	29	2022-2023	Acres	29		
Item 1 Total		1227	2022-2023	Acres	994		

1.2 NOTES:

- (a) Responses for quantities less than those listed in the numbered items may be rejected.
- (b) Responses without prices for each item and sub-item may be rejected.
- (c) The District reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the District's best interest to do so.

5. SPECIFIC WORK REQUIREMENTS

5.1 Preparation to Burn

(A) The Contractor may be responsible for burn preparation including burn pile improvements and construction of fire line.

The Contractor may be responsible for monitoring and recording on-site weather, in accordance with the Burn Plan prior to the day of ignition, as part of the overall process to determine when units are in prescription. The Forest Service will obtain fire weather forecasts from the National Weather Service based on on-site weather observations provided by the Contractor, upon request. A spot weather forecast is required immediately prior to ignition of each unit, unless the conditions outlined in the Spot Weather Forecast Requirement Exemption have been met.

The Contractor shall take on-site weather observations, with approved weather instruments, hourly during ignition phase, every four hours during mop-up phase, and every six hours between 0800 hours and 1800 hours during patrol phase, at sites representative of burn unit location. If the weather conditions outlined in the Spot Weather Forecast Requirement Exemption have been met (refer to section C.3.1), the timing and frequency of these on-site weather observations can be adjusted by the Burn Boss, upon request of the Contractor. Both parties need to agree to the new terms and document what has been changed and how long these changes will be in effect.

The Contractor shall record, as a minimum, the following observations: air temperature, relative humidity, 10-hour fuel moisture stick weight, wind speed, and wind direction.

(D) The Contractor, between 0800 and 0830 each day, shall inform the Burn Boss and/or Forest Service of: what units are planned to be burned with estimated acreage; what anticipated burning would occur the following day; what burning was accomplished the prior day; and status of all previously burned units in this contract.

(E) Permission to burn will be based on daily and predicted local Air Quality Restrictions, Fire Restrictions, current local fire weather conditions, Forest Service Burn Boss availability, and compliance with the Go-No-Go Checklist and will be agreed upon by both the Burn Boss and Agency Administrator.

Personnel Skills, Qualifications Requirements. All personnel who participate in this contract must meet or exceed the training and experience requirements displayed in FSH 5109.17 and be approved by the Contracting Officer.

The Contractor will provide one Prescribed Fire Burn Boss commensurate with the determined Complexity as stated in the Prescribed Fire Burn Plan. Should the Contractor have the opportunity to burn more than one unit simultaneously, the Contractor and/or Forest Service might need to provide additional qualified Prescribed Fire Burn Boss(s) for additional units ignited.

The Contractor will provide one qualified Ignition Specialist per unit ignited, when burning multiple units, or in compliance with the Burn Plan.

The Contractor will provide Single Resource Bosses, qualified lighters and holders (FFT2) to conduct the pile burn in accordance with the approved Burn Plan, per unit ignited.

5.2 Firing and Holding.

Burn Pile Consumption Specifications. Expect to have flexibility in pile consumption as dictated by the COR and Forest representatives. In WUI areas and along road systems more complete consumption is desirable and will require chunking passes. In more remote locations large scale acre production may be prioritized. In general, 80% biomass consumption should be achieved. Chunking may or may not be required based on the strategic location of piles. The Plumas has been moving more toward a “light them and leave them approach” valuing acre production over consumption in more remote areas. A ring of unburned pile material up to 1 foot tall is acceptable.

Burn Pile Creep. This Burn Plan and prescription are intended for use on “piled” materials under saturated fuel conditions. It is expected that radiant heat from pile burning could lead to some creeping. In practice, “creeping” would be described as smoldering or a very low intensity surface fire with flame lengths under 6 inches and a very slow rate of spread. However, under saturated conditions, creeping is minimal and usually goes out after the radiant heat from the pile diminishes. No action should be taken to promote the spread of fire between piles but active creeping that is determined not to be a threat to containment is acceptable. Should fire become free burning throughout the unit, a decision needs to be made to suppress the free burning fire

pile burning occurs only when fuel moisture is high enough that fire should not become free burning through a pile burn unit. Significant amounts of precipitation must occur prior to ignition with a reasonable expectation that periods of wet weather will occur following ignition. Pile burning under wet conditions, when point source fires (piles) would not be readily conducive to fire spread beyond the piled area, greatly reduce the chances of an escape. Snow and/or saturated fuel conditions would exist within and outside of the project area. Even under these conditions, on-site weather observations could reach the high end of the prescription with little or no threat of escape.

Firelines. A fireline shall be constructed completely around each spot fire and around all slopovers.

Spot Fires. The Contractor shall flag all spot fires with flagging, and establish an inter-visible flag line from each spot to the related burn unit boundary. The Contractor will map all such spots and slopovers and report the Burn Boss daily.

Fire exceeding Prescription. When the fire exceeds the prescription or burn unit boundaries, the Contractor shall promptly report (within 15 minutes) to the Burn Boss and immediately control any fire(s) outside the control line of the burn unit. The Contractor shall take suppression action in accordance with the Holding and Contingency elements of the Burn Plan to return the fire to prescription and/or control escapes, at the direction of the Burn Boss or Incident Commander (IC) of the escape.

Not meeting Objectives. During the ignition phase of the burn, if the Contractor is not meeting the resource management and/or prescribed burn objectives, as stated in the Burn Plan, the Forest Service Burn Boss and/or Contracting Officer can stop or suspend operations, at no cost to the government. Failure to meet the stated objectives as a result of the Contractors operational procedures will be a cause for suspension. The Contractor can return to burning when they can demonstrate that their revised operations will meet the stated objectives.

Multiple Burn Units. Should the Contractor have the opportunity to burn more than one unit simultaneously, and geographical separation of units exists, then the Forest Service Burn Boss must approve this operation prior to ignitions. The Burn Boss may require additional Prescribed Fire Burn Bosses, Ignition Specialists, or qualified Single Resource Boss's to proceed with multiple ignition operations.

Smoke. Should smoke from prescribed burning impact a Smoke Sensitive Area, the Contractor will comply with contingency actions required in the approved Smoke Management Plan.

Mop-up. Contractor may be required to mop-up burn units as needed and requested by the Forest Service.

Patrol. Contractor may be required to patrol burn units as needed and requested by the Forest Service. Duration of patrol is weather dependent and may be extensive. The Burn Boss will be responsible for determining when patrol can be concluded.

Escape. Contractor may be required to control fires that escape unit boundaries as needed and requested by the Forest Service.

Equipment to Accomplish Work. The Contractor shall provide everything necessary to arrive on Forest based in Quincy, CA and burn piles under appropriate conditions according to the burn plan. This includes all equipment, supplies, transportation, labor, and supervision necessary to complete the project.

Personal Protective Equipment. The use of personal protective equipment (PPE) and safety equipment is required. The Contractor shall provide a copy of the inspection report on personnel's PPE and safety equipment to the Contracting Officer prior to the burn operation.

Transportation and Maintenance. The Contractor will be responsible for transporting all personnel and equipment to, from and between the worksites. All fuel, oil, parts and service necessary to operate, repair and maintain equipment will be provided and delivered to the sites by the Contractor.

Wetting Agents. The Contractor may use only approved wetting agents, retardants or foams.

Prior Notice. The Contractor shall provide personnel and equipment for the firing, holding, mop-up, and patrol of designated burn unit(s) within 72 hours of the burn unit coming into prescription upon request by the Contracting Officer.

6. RESTRICTIONS ON WORK

Work may be performed at any time during the period of the contract except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:

1. Authority to Burn. The Prescribed Fire Burn Plan constitutes the authority to burn. No one has authority to burn without an approved plan and in a manner not in compliance with the approved plan. The Contractor will be held liable for damages from actions taken which are not in compliance with the approved plan, regardless of the outcome of the burn. The same level of authority required to approve the Prescribed Burn Plan is required to amend the plan. Prescribed burning conditions established in the plan are firm limits.
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. Limited Operating Periods (LOP) for wildlife habitat may apply to some units. These will be provided on site specific maps.

7. INSPECTION AND ACCEPTANCE

7.1 Inspection Procedures – Pile Burning

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 District at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. The cost associated with the inspection attempt may be charged to the Contractor if the work is not ready for inspection at the time specified by the Contractor.

Disputed Inspection.

The Contractor may request reinspection without rework if the results are unacceptable. Reinspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Reinspection 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 reinspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If reinspection results are greater than five percentage points above or below the first inspection, the reinspection results will be used.

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

Reinspection 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. Reinspection 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 reinspection at the time specified by the Contractor will not be reinspected, and the results of the first inspection will be final.

8. ESTIMATED CONTRACT START AND TIMING OF WORK

Estimated Start Date: December 1, 2022

Estimated Completion date May 1, 2023

9. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within three (3) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than May 1, 2023.

Pre-work conference - Before work begins on service contracts, a pre-work conference is 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.

The length of workday shall not exceed 10 hours per day and no later than 5:00 p.m. with no work on Sundays or holidays unless agreed upon by the Contracting Officer.

10. CONTRACTOR FURNISHED PROPERTY

On site Weather Observations. The Contractor will provide approved weather observation equipment and take required on-site weather observations.

- Belt Weather Kit
- 10-hour fuel moisture stick
- Fuel moisture meter or scale

Communications.

- (A) The Contractor will provide one programmable radio per unit ignited, capable of communicating on Forest Service frequencies as well as one cell phone, in order to maintain communications with the Forest Service Burn Boss and/or Quincy ECC during ignition, holding, mop-up, and patrol operations. Communications to the Burn Boss and/or Quincy ECC after hours will be made through the emergency phone procedure.
- (B) Communications between the Contractor's crews, both on and between the burn units, will also be required during all work operations and must be able to be established within 15 minutes.

11. DISTRICT FURNISHED PROPERTY

Weather Forecasts. The Forest Service will provide a spot weather forecast prepared by the Reno Fire Weather Office or Sacramento National Weather Service depending on that days burn location, prior to daily ignitions. This forecast will be based on Contractor provided on-site weather observations. A spot weather forecast is required for each burn day, unless the following conditions are met, which allows for an exemption from a daily Spot Weather Forecast:

There is no threat of escape due to seasonal weather.

To ensure the lack of an escape during burning operations, this exemption is only allowed when one of the following conditions exists:

1. There is a minimum of 2 inches of snow on the ground covering at least 80 percent of the unit.
2. The project area has received a minimum of ½ inch of rain within the seven days preceding ignition.
3. Fuel moisture in the 10-hour fuel sticks is at least 14 or greater.

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When spot weather forecasts are exempted, the general weather forecast must be reviewed daily (unless the local line officer directs a less frequent review) until the prescribed burn is declared “out” to prevent the burn from escaping the burn unit and to ensure smoke management requirements are met.

Equipment: The Forest Service may provide a 10-hour fuel moisture stick.

12. SAFETY

In addition to the inherently hazardous conditions associated with working in the woods, e.g.: sharing the road with log trucks, private and District vehicles; ticks, snakes, and bees; the planting blocks burned by wildfire contain standing dead trees that are susceptible to wind throw which could lead to serious injury or loss of life. A Job Hazard Analysis (JHA) and the Plumas National Forest Safety Plan for Post-fire Reforestation and Release Projects is included as District Furnished Property. District employees will not be allowed to work in the field when the Contracting Officer (or their designated representative) has determined that hazardous conditions make fieldwork an unacceptable risk. (See the Plumas NF Safety Plan for Post-fire Reforestation and Release Projects for details.) The Contractor shall provide a full time Project Safety Officer and Crew Safety Officer who shall be responsible for enforcing the Contractor's safety plan. If there is only one crew working on the project, the Project Safety Officer and Crew Safety Officer requirement may be served by one individual. The Project Safety Officer is responsible to get input from the Crew Safety Officers and the District's Inspectors and to consult with the Contracting Officer's Representative on any and all issues related to safety. The Project Safety Officer shall remove the Contractor personnel from the field when conditions are unsafe.

13. GENERAL CONDITIONS

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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).

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

14. PAYMENT

A. 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.

B. 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

C. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor on a unit per work 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.

D. 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)

15. AMENDMENTS

A. 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.

B. 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.

C. 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. Contactor 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.

16. 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.

The contractor shall obtain the insurance and licenses listed here.

MSPA Card (Form WH510): This contract [] does [X] does not require the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

17. 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.

18. BIDDING REQUIREMENTS

Evaluation Criteria: Please keep bid proposals to a maximum of 5 pages not including references. Prospective bidders are to include the following within their bid:

1. Bid template for price per acre and per work item of pile burning.
2. Business address.
3. Technical approach to each work item including:
 - a. work method (approach to efficient completion of the work, ensuring all areas of work units are planted/treated, crew size, crew organizational structure and leadership, etc.)
 - b. schedule of items (projected pace - expected acres per day completed, and expected number of days from work commencement to completion)
 - c. approach to quality control (compliance with 80% biomass consumption within piles)

4. Experience in pile burning, and other related projects with reference contact information.
5. Safety record, training, and plan. The safety plan shall address, among other things, a communications plan, egress of injured workers, a traffic control plan for roads, and protection of the public, District, and Government personnel.

Contractor awarded bid items must certify, in writing, that all employees working on the Moonlight Reforestation Project have been “E-Verified” to legally work in the United States. Please refer to the website <https://www.e-verify.gov/>

Bid Date:

The contractor shall provide a bid for the individual bid items no later than **December 1, 2022** at 5:00 pm.

Bids shall be received:

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

19. AWARD OF CONTRACT

The District will award 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.

20. CONTRACTING OFFICER

Name: Michael Hall
Telephone Number: (530) 927-5299
Email: mhall@frrcd.org

21. LIST OF ATTACHMENTS

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

TITLE	DESCRIPTION
A) Maps	Maps of Units to be Burned
B) Response to Evaluation Factors	Response to Evaluation Factors
C) Bid Sheet	Sheet for Filling Out Contractors Pricing
D) Experience Questionnaire	Questionnaire to Evaluate Past Experience
E) Mitigation Measures	Environmental Compliance Requirements