

PERFORMANCE WORK STATEMENT

SECTION C.1 GENERAL

C.1 SCOPE OF WORK. The Contractor shall furnish all labor, supervision, tools, materials, equipment, and transportation necessary to provide aerial herbicide spraying of noxious and nuisance weeds in locations identified by the Government to properly manage the installation's natural resources, enhance military training, and comply with Federal and State noxious weed laws on the Fort Riley Military Installation, Kansas. The Contractor shall provide the Government the service according to recommended rates, seasonal scheduling, and pesticide label requirements to provide optimum desiccation and mortality of broadleaf weeds, sericea lespedeza, and/or other non-desirable plant species.

C.1.1 Location: The Contractor shall provide aerial herbicide spraying services on designated locations on Fort Riley. The Government will be responsible for designating specific treatment areas.

C.1.2 Federal agencies are mandated by Public Law (Section 136r-1 of title 7, United States Code) to use Integrated Pest Management. The Contractor shall use best management practices and recognized industry standards for managing pests such as those established by national pest management organizations, and follow the guidance provided by State Pesticide Regulatory agencies and State institutions of higher learning. However, the Contractor shall be responsible for complying with all federal, Department of Defense (DoD), Army, State, and local laws, including but not limited to DoDI 4150.07 (26 December 2019), DoD Pest Management Program; PL 91-190, the National Environmental Policy Act of 1969; PL 92-516, the Federal Insecticide, Fungicide and Rodenticide Act of 1972, as amended; and AR 200-1 (13 December 2007), Environmental Protection and Enhancement. This Performance Work Statement (PWS) reflects current Army and DoD requirements, policies and practices, allowing bidders to submit bids and solutions to known requirements.

C.1.3 LICENSING AND CERTIFICATION.

C.1.3.1 The Contractor shall have a State of Kansas, Pesticide Business License and shall be licensed in the categories specified in this contract. The licensing and certifications shall be submitted with its bid. All work shall be performed by certified, responsible individuals, and in accordance with federal, state, local, and installation laws and regulations.

C.1.3.2 The Contractor shall ensure its employees who applies pesticides on Fort Riley shall be certified as a "Commercial Applicator" by the Kansas Department of Agriculture in the categories specific to this PWS and included services. Such certifications must be maintained current and valid throughout the duration of the contract. Neither "private applicators certification" nor "registered technician certification" are acceptable.

C.1.3.2.1 Categories required for this contract:

| <u>Category</u> | <u>Name</u> | <u>Description</u> |
|-----------------|--------------------|---|
| 1A | Agricultural Plant | Grasslands, non-crop agricultural lands, production of agricultural crops |

C.1.3.3 The Contractor pilots shall have current appropriate pilot license for the aircraft being operated.

C.1.3.4 The Contractor shall submit copies of all licenses and certifications required in

paragraphs C.1.3.1, C.1.3.2, and C.1.3.3 with its bid.

C.1.3.5 The Contractor shall provide proof of pest control business insurance and/or bonding and submit with its bid.

C.1.3.6 The Contractor shall provide the Contracting Officer (KO) or Contracting Officer Representative (COR) and the Integrated Pest Management Coordinator (IPMC) a copy of their Pesticide Business License, each applicator's certification card, and pilot's license at the start of this contract and yearly thereafter or when licenses and/or certifications are renewed or updated.

C.1.4 CONTRACTOR PERSONNEL.

C.1.4.1 Personnel Requirements. The Contractor shall provide a sufficient number of employees to render services in a timely manner and within the identified spray schedules.

C.1.4.2 Project Manager.

C.1.4.2.1 The Contractor shall designate a Project Manager (PM) as its on-site representative or employee who will be responsible for administering and delivering the services required and for maintaining liaison with the COR and/or Alternate Contracting Officer Representative (ACOR).

C.1.4.2.2 The PM minimum qualifications shall be documented and furnished to the KO prior to the start of contract performance. The PM shall be State of Kansas Certified in the appropriate pesticide categories and properly trained in pesticide application,

C.1.4.3 General Qualifications and Requirements of Contractor Employees.

C.1.4.3.1 Neither active duty military personnel nor Department of the Army civilians shall be employed by the Contractor as provider of any of these required services.

C.1.4.3.2 All Contractor employees shall be legal United States of America (USA) residents or have the appropriate work VISA for the task being performed. The Contractor shall immediately remove any employee that is not a legal USA resident or does not have the appropriate work VISA. The Contractor personnel shall be able to communicate clearly in the English language.

C.1.4.3.3 All Contractor employees shall abide by all Federal and Kansas state laws and DoD, Department of the Army, U.S. Army Forces Command, and Fort Riley regulations, directives, and policies.

C.1.4.3.4 Dress and Personal Appearance. Contractor employees shall wear all Personal Protective Equipment (PPE) required to apply pesticides in a safe manner. This PPE shall be that which is listed for such application by the pesticide labels, the Kansas Pesticide Law or the Safety Data Sheet (SDS).

C.1.4.3.5 Training. The Contractor is responsible for training all new employees in the correct use and application of pesticides according to State of Kansas certification requirements. No new employees shall perform under this contract until the certifications have been provided to the KO or COR and the IPMC.

C.1.5 QUALITY CONTROL PLAN. The Contractor shall establish a Quality Control Plan (QCP) to assure that all requirements of this solicitation/contract are met as specified within this contract and in accordance with applicable statutes, publications, regulations, and directives. The Contractor's QCP shall

be submitted at the pre-performance meeting for review and approval by the KO or COR. The Contractor's QCP shall include but not be limited to the following:

C.1.5.1 An inspection procedure covering services to be performed. The procedure must specify areas to be inspected on, either a scheduled, or unscheduled basis or the title of the individuals who will do the inspection. The Contractor's inspection procedure shall assure that services performed under this contract conform to contract requirements.

C.1.5.2 An in-process surveillance method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

C.1.5.3 A set of procedures to establish a file system of all inspections to be conducted by the Contractor and the corrective action to be taken. This documentation shall be provided to the Government within one (1) workday of the request

C.1.6 QUALITY ASSURANCE. The Government will monitor the Contractor's performance under the Inspection of Services clause used in this contract.

C.1.7 PERFORMANCE EVALUATION MEETINGS. The PM will meet with the KO and/or the COR as often as necessary as determined by the KO or COR.

C.1.8 ADDITIONAL REQUIREMENTS.

C.1.8.1 Vehicles and Equipment. The Contractor shall provide and maintain all vehicles and equipment required to fulfill the terms of the contract. All vehicles and equipment shall be in an operable condition and meet all Federal, State, and local safety requirements. Vehicles and equipment shall be marked as required by the State of Kansas laws.

C.1.8.2 Pesticides. The Contractor shall procure, handle, store, and apply pesticides in strict accordance with the United States Environmental Protection Agency (U.S. EPA) registered pesticide label. Only certified applicators shall operate pesticide application equipment. All pesticides shall be used in accordance with Federal, State of Kansas, and local laws, and DoD, Army, and Fort Riley regulations.

C.1.8.2.1 The Government will designate the chemical formulations to be applied by the contractor on each specific task. The Contractor shall procure pesticides that have the appropriate chemical formulation (see section C.5 for chemical requirements).

C.1.8.2.2 The Contractor shall submit a Pesticide Use Proposal (PUP) form (an electronic form, obtainable from the IPMC) to the KO or COR within 10 business days of award of this contract which lists the specific pesticide product the Contractor will use for each task. The Contractor shall also submit associated labels and Safety Data Sheets (SDSs) with the PUP. Thereafter, the Contractor shall submit a PUP and associated labels and SDSs whenever the Contractor change the product utilized. The Contractor shall ensure that all pesticides proposed for use on Fort Riley are U.S. EPA registered and registered with the Kansas Department of Agriculture.

C.1.9 APPLICATION CONDITIONS. Contractor chemical spray applications shall be performed during climatic conditions when no precipitation is expected during a 24-hour period before and after the expected or scheduled spraying operations. Forecasts of weather shall be sought the day prior to expected applications from local weather forecasters. Spray site wind speeds must be within label and installation guidance for the specified application.

C.1.9.1 The Contractor shall document the weather on a Government approved Contractor generated form. This form shall be attached with each submission of the Fort Riley Daily Pesticide Report Sheet.

C.1.9.2 The Contractor may be required to document spray droplet deposition patterns through the use of water sensitive card sampling transect line used perpendicular to the flight path of the spray mission. Cards shall be evaluated as to droplet size, volume and particle distribution. The Government will notify the Contractor prior to the specific application days when the requirement shall be made.

C.1.10 APPLICATION TIMING.

C.1.10.1 Tank Gunnery Ranges. The Contractor shall aerially spray the designated range areas between 1 May and 15 June. This work normally occurs over Memorial Day Weekend.

C.1.10.2 Sericea Lespedeza. The Contractor shall aerially spray for fall control of sericea lespedeza between 15 August and 30 September. This work normally occurs over Labor Day Weekend.

C.1.10.3 Miscellaneous Work. The Contractor shall aerially spray the designated pest during the designated period listed by the Government in the Task Order.

C.1.10.4 The actual date of application will be based on:

- a. When the areas and ranges are closed to military training and open specifically for the application;
- b. The weather conditions are appropriate for the application as based on contract specifications, the chemical label and the minimization of environmental effects from the application;
- c. The development of the target weeds to a physiological state that will allow them to be susceptible to control with the specified chemical at that period of plant development.

C.1.11 SPECIAL THREATENED AND ENDANGERED SPECIES (TES) PRESENCE NOTIFICATION AND PRECAUTIONS. Threatened and Endangered Species (TES) may occur near spray sites identified by the Government for control applications. At the time of this contract issuance, the TES of concern is the Topeka Shiner (*Notropis Topeka*), which is known to occur in streams on approximately the eastern one-half of the installation. The Contractor shall maintain no-spray buffer of at least 100 feet from such streams or woodland vegetation associated with these streams. In special cases, buffer areas may increase to greater distances. Such increases will be identified by the Government in task orders and shown on maps. The Contractor shall routinely contact the COR upon receipt of a delivery order to discuss special application requirements that must be performed due to TES management. Fort Riley Conservation personnel, including the COR, will perform informal collaboration with the U.S. Fish and Wildlife Service prior to development and issuance of delivery orders to the Contractor on for aerial spraying missions.

C.1.12 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State of Kansas, and Fort Riley laws, rules, and regulations concerning environmental protection, hazardous, and toxic materials, pesticide usage, pesticide spill, and pesticide fires.

C.1.12.1 The Contractor shall only apply pesticides according to the approved EPA label. Pesticide misuse is a violation of Federal Law. In accordance with DoD policy (DoDM 4150.07-M, Volume 2, DOD

Pest Management Program Elements And Implementation: Pesticide Applicator Training And Certification Program, 22 January 2020), the Government will record and report any instances of pesticide misuse and falsification of records by contractors to the State of Kansas. Furthermore, Government personnel will cooperate with the State of Kansas and the U.S. EPA in any subsequent investigation or actions.

C.1.12.2 The Contractor shall dispose of all wastes and empty material containers generated in the performance of this contract at an off-post location according to U.S. EPA guidelines.

C.1.12.3 See Attachment 5 – Safety and Environmental Requirements for additional information.

C.1.13 SAFETY. The Contractor shall conduct all work in a safe manner and in compliance with the Occupational Safety and Health Act, and all Federal, State of Kansas, Army, and Fort Riley safety requirements. See Attachment 5 – Safety and Environmental Requirements for additional information.

C.1.14 INSPECTIONS BY REGULATORY AGENCIES. The Contractor shall notify the KO and COR immediately of any inspection or visit by agent(s) of any regulatory agency. The Contractor shall cooperate with the inspector. The Contractor shall submit to the KO and COR, by close of business of the next business day, a written report regarding the inspection, including the name(s) of the inspector(s), the agency, and the reason for the visit. The Contractor shall attach a copy of any reports received from the agency to the written report.

C.1.15 CITATIONS. Citations for non-compliance are a matter for resolution between the Contractor, the KO, and the issuing authority. The Contractor shall immediately inform the KO and the COR when a citation is issued. The Contractor shall follow all terms and conditions of all citations issued.

C.1.16 SUBMITTALS.

C.1.16.1 Where to Submit. MICC Ft. Riley, BLDG #1792, 12th Street, Fort Riley, Kansas 66442, unless otherwise stated in this contract.

C.1.16.2 When to Submit. Unless otherwise noted herein, all submittals shall be completed and delivered to the address above within 15 calendar days after contract award.

C.1.16.3 What to Submit.

C.1.16.3.1 Safety Data Sheets and Sample Labels. The Contractor shall submit SDS and sample labels for each pesticide and pesticide associated chemical to be used on this contract **within 15 calendar days** of contract award. The Contractor shall submit updates and changes to the KO or COR **seven (7) calendar days** before the requested use date of a different chemical or label change.

C.1.16.3.2 License, Certifications, and Insurance. See paragraph C.1.3.

C.1.16.3.3 Quality Control Plan. See paragraph C.1.5.

C.1.16.3.4 Project Manager and List of Employees: See paragraphs C.1.4.

C.1.16.3.5 Anti- Terrorism Awareness Training. See paragraph C.1.17.1. NOTE: There are multiple submissions under this paragraph.

C.1.16.3.6 Pesticide Usage Reporting Forms:

C.1.16.3.6.1 Pest Management Records and Reports. The Contractor shall prepare, submit, and maintain daily pest management records and reports for each pest management service provided to include pest surveillance and monitoring activities. The Contractor shall use a Government provided electronic reporting spreadsheet (available from the IPMC). Records shall be accurate and complete.

C.1.16.3.6.1.1 The minimum requirement for pesticide record keeping include:

- (1) Date of application or service.
- (2) Application site.
- (3) Target pest.
- (4) Pesticide used and its EPA registration number and active ingredient.
- (5) Amount of pesticide concentrate used for mixing.
- (6) Final concentration applied.
- (7) Applicator name and certification number.
- (8) Any additional information approved by the Armed Forces Pest Management Board Council.

C.1.16.3.6.1.2 USAG Fort Riley may have additional reporting requirements that will be included in the spreadsheet provided by the IPMC.

C.1.16.3.6.2 All pest management records shall be submitted electronically (via compact disk or email attachment) to the COR and the IPMC by the fifth (5th) business day of the following month through the term of this contract. The contractor does not need to submit a report if no work was performed in the preceding month.

C.1.16.3.6.3 Records rejected by the COR due to inadequate or incorrect information shall be corrected and returned to the COR and IPMC at no additional cost to the Government within five (5) business days.

C.1.16.3.6.4 During the course of this contract, the report method may change. The IPMC will inform the COR and KO, who will in turn inform the Contractor in advance of a change to the reporting method.

C.1.16.4 The Contractor shall maintain a file of all records prepared during the execution of this contract. The Contractor shall allow the KO and/or COR to inspect this file upon request.

C.1.17 SECURITY.

C.1.17.1 Fort Riley is a military installation. The security measures utilized on Fort Riley changes as needed to meet the current security threat in the nation (the below paragraphs are subject to change). The KO or COR will keep the Contractor informed of any security or Threat Condition level changes as they apply to the Contractor. The Contractor shall follow the security measure in place.

- AT Level I training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable, and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT level I

awareness training is available at the following website:

<https://ikodirect.iten.mil/Atlas2/faces/page/login/Login.seam>

- Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

- For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

- iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 5 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

- For contracts that require OPSEC Training. Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. OPSEC Awareness for Military Members, DoD Employees and Contractors is available at the following website:

<http://www.cdse.edu/catalog/operations-security.html>

C.1.17.2 The Contractor shall refer to the Armed Forces Pest Management Board Technical Guide Number 7 (See Attachment 6 – Technical Guide No. 7 Installation Pesticide Security) for additional security measures that may or will be in effect during the duration of this contract.

C.1.18 RESERVED

C.1.19 IDENTIFICATION OF CONTRACTOR EMPLOYEES: All contract personnel attending meetings and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. This includes dependent, retiree and reservist DOD members working on behalf of any contractor.

C.1.19.1 Within 14 working days after contract award, the Contractor shall provide the KO and COR with a list of all personnel currently employed. The list shall be updated within one (1) working day

when any change in employee status occurs during the contract period.

C.1.19.2 Contractor personnel shall wear Contractor issued identification badges while on the installation and when they will not interfere with the assigned task being performed.

C.1.19.2.1 When Contractor issued badges are issued, they shall be worn in plain sight above the waistline of the employee.

C.1.19.2.2 Contractor and sub-contractor personnel shall be responsible for all Badges/Passes or Identification badges issued to them.

C.1.19.3 Contractor issued Identification shall be provided by the Contractor at its own expense and shall contain at the minimum the following: Photograph of Employee; Name of Employee; Name of Contractor; Phone# of Contractor; and Contract Number.

C.1.20 US DEPARTMENT OF LABOR WAGE DETERMINATION: Refer to Attachment 4 – Wage Determination KS.

C.1.21 SERVICE CONTRACT REPORTING (SCR). Not Required.

SECTION C.2 DEFINITIONS AND ACRONYMS

C.2.1 DEFINITIONS

Acceptable Quality Level (AQL) - The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot that can be considered satisfactory on the average; the allowable leeway or variance from a standard before the Government will reject the service. It implies that if defective performance does not exceed the AQL, the Government will not reject the service. However, the Contractor must re-perform the defective service when directed.

Administrative Contract Specialist (CA) – A person who administrates the contract from the time it is awarded to its conclusion.

Contract Discrepancy - A failure of the Contractor to perform IAW contract requirements and specifications, e.g., a failure of the Contractor to provide, or provide on time, the required contract products or services; or it may result because delivered products or services do not meet specific contract requirements.

Contract Discrepancy Report (CDR) - A report used to document other than satisfactory Contractor performance. The CDR requires the Contractor to explain, in writing, why performance is other than satisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

Contractor - A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer (KO) – A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

Contracting Officer Representative (COR) – An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Deficiency - A shortcoming in the quality or state of service performed.

Deliverable - Anything that can be physically delivered; can include non-manufactured things, such as meeting minutes or reports.

EPA – Environmental Protection Agency – The federal agency delegated authority to enforce the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Global Positioning System (GPS) – a satellite-based navigation system made up of a network of 24 satellites placed into orbit by the U.S. Department of Defense.

Government - As defined by this contract means only Fort Riley, employees of the U.S. Army at Fort Riley and facilities and property within the boundaries of Fort Riley, Kansas.

Government-Furnished Property (GFP) - Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government Property - All property owned or leased by the Government. Government property includes both Government-furnished property and Government purchased Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Hazardous Material - A substance or material, including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated.

Inspection - The critical examination of a facility, structure, mechanism, system or procedure to discover and remedy problems, discrepancies and/or inefficiencies.

Integrated Pest Management Coordinator (IPMC) – The individual designated by the installation commander to oversee the installation pest management program.

Non-Personal Services - The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government IAW FAR 37.104, under general contracting authority, and do not require specific statutory authorization.

Noxious Weed – Any plant which has been designated by the State Board of Agriculture, State of

Kansas as a noxious weed and listed within the Kansas Noxious Weed Law, Kansas Statutes Annotated (K.S.A.) Article 13, Chapter 2-1314 to 2-1333.

Pest Management – The prevention and control of disease vectors and pests that may adversely affect the DoD mission or military operations; the health and well being of people; or structures, material, or property.

Pesticide – Any substance or mixture of substances, including biological control agents, that may prevent, destroy, repel, or mitigate pests and are specifically labeled for use by the EPA. In addition, any substance or mixture of substances used as a plant regulator, defoliant, desiccant, disinfectant, or biocide.

Pesticide Applicator – Any individual who applies pesticides or supervises the use of pesticides by others and who has been authorized to do so by successfully completing a training program approved by the EPA, followed by formal certification by DoD or State Certification Officials.

Pesticide Use Proposal (PUP) – an electronic form, obtainable from the IPMC, which lists the specific pesticide product the Contractor will use for each task.

Personal Protective Equipment (PPE) – Specific clothing and/or equipment that Contractor employees shall wear that is required to apply pesticides in a safe manner. (see para. C.1.4.3.4)

Project Manager (PM) – A Contractor designated person as the on-site representative or employee who will be responsible for administering and delivering the services required and for maintaining liaison with the COR or ACOR.

Quality Assurance (QA) – A structured program used by the Army to monitor the actions of a contractor to ensure that conditions of the performance work statement (PWS) are met.

Quality Assurance Evaluator (QAE) – A person designated by the KO to monitor Contractor performance. May also be designated PMQAE (Pest Management QAE).

Quality Control Plan (QCP) – Contractor's written plan to assure that all requirements of the solicitation/contract are met as specified within the contract and in accordance with applicable statutes, publications, regulations, and directives.

Safety Fan – A no-entry zone associated with a firing range during times of weapon firing.

Sericea Lespedeza – A State of Kansas noxious weed.

Standard - An acknowledged measure of comparison. In general, a comparison made to an acceptable level of performance.

Subcontract - Any contract, other than the prime contract, entered into by a prime contractor or subcontractor calling for services required for the performance of any one or more prime contracts

Subcontractor - One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Submittal - Anything that can be physically submitted or delivered, but may include non-manufactured things such as meeting minutes or reports

Surveillance – Thorough inspections or surveys made before and after pest management treatments to determine the presence and prevalence of pest or disease vectors.

Threatened and Endangered Species (TES) – Plants or wildlife that are protected under the laws and regulations of the US or the State of Kansas.

Universal Transverse Mercator (UTM) Coordinates – A series of six or eight numbers identifying one ground location on the earth. Furnished coordinate maps provide identification of ground locations and associated coordinate numbers.

C.2.2 ACRONYMS

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| A or AC | – Acre |
| ACC | – Army Contracting Command |
| ACOR | – Alternative Contracting Officer Representative |
| AR | – Army Regulation |
| AT | – Anti-Terrorism |
| ATCTS | – Army Training Certification Tracking System |
| ATO | – Anti-Terrorism Officer |
| COR | – Contracting Officer Representative |
| DES | – Directorate of Emergency Services |
| DoD | – Department of Defense |
| DPW | – Directorate of Public Works |
| EPA | – Economic Price Adjustments |
| EPA | – Environmental Protection Agency |
| FIFRA | – Federal Insecticide, Fungicide, and Rodenticide Act. |
| FPCON | – Force Protection Condition |
| GPS | – Global Positioning Satellite |
| HQDA | – Head Quarters Department of the Army |
| IA | – Information Assurance |
| IPMC | – Integrated Pest Management Coordinator |
| IWA | – In Accordance With |
| KO | – Contracting Officer |
| MISC | – Miscellaneous |
| NTP | – Notice to Proceed |
| OPSEC | – Operations Security |
| PM | – Project Manager |
| PPE | – Personal Protective Equipment |
| PUP | – Pesticide Use Proposal |
| PWS | – Performance Work Statement |
| QA | – Quality Assurance |
| QAE | – Quality Assurance Evaluator |
| QCP | – Quality Control Plan |
| SCLS | – Service Contract Labor Standards |
| SDS | – Safety Data Sheets |
| TES | – Threatened and Endangered Species |
| UTM | – Universal Transverse Mercator |

SECTION C.3

GOVERNMENT FURNISHED PROPERTY

C.3.1 Pest Management Records spreadsheet (Microsoft Excel format) for recording pest management operations performed during this contract (see paragraph C.1.14.3.6).

C.3.2 Pesticide Usage Proposal spreadsheet (Microsoft Excel format) (see paragraph C.1.8.8.2).

NOTE: The Government will provide the Contractor revisions of each spreadsheet as they become available.

NOTE: The Government may change the report method during the course of this contract. The Government will provide the Contractor information regarding the changes when they become available.

C.3.3 Maps, Global Positioning Satellite (GPS) data, and directions to locate spray zone. The GPS data will be Esri™ standard format. Each Esri™ shape file consists of at least three physical files with the extensions of .shp, .shx, and .dbf. The Government uses the projected coordinate system UTM WGS84, Zone 14N.

C.3.4 The Government may provide the Contractor access to a gravel strip. If available, the Contractor shall be responsible for providing ground support, including all materials necessary to complete the spraying operations.

C.3.4.1 If the gravel strip is available, the Government will provide the Contractor a location they may fill a transport tank with water for the spray operation. The Contractor will provide a backflow device and all connections necessary to attach to the water supply. Water will normally be drawn from a fire hydrant.

C.3.5 The Government may provide staging areas for rotary wings operations. The locations will be coordinated with the Contractor based on treatment locations, surrounding terrain, and training impacts. If available, the Contractor shall be responsible for providing ground support, including all materials necessary to complete the spraying operations.

SECTION C.4

CONTRACTOR FURNISHED EQUIPMENT AND SERVICES

C.4.1 The Contractor shall furnish all plant, facilities, vehicles, equipment, fuel, materials, and services except those designated herein as being Government furnished.

C.4.2 Contractor Spray Equipment: The Contractor shall use spray equipment appropriate to the application being performed. All spray equipment shall be maintained in good working order and be free of leaks. Spray equipment shall be calibrated as needed to maintain accuracy. The Contractor shall provide the Government record(s) of calibration upon request.

C.4.3 **Global Positioning Satellite Equipment.** The Contractor shall provide GPS equipment that can accept input in the form provided by the Government.

C.4.4 **Communication Equipment:** The Contractor shall comply with all applicable DoD, Army, Ft Riley, and Federal Communications Commission regulations pertaining to the operation of radio frequency transmitting or receiving devices while on the Ft. Riley installation. If the Contractor wishes to use radios for communication purposes that are of restricted usage by the Government, then the Contractor shall request written approval from the Government through the KO or COR operate them on the Fort Riley

Installation.

Pesticides: The Contractor shall use only pesticides that are registered with the EPA and the State of Kansas and that are included on the annual pesticide use proposal that is submitted by Fort Riley to the US Army Environmental Center for review and validation.

C.4.5 Protective Clothing and Devices. The Contractor shall furnish all PPE and personal protective devices for application of pesticides to meet the requirements stated elsewhere in the PWS.

SECTION C.5

SPECIFIC TASKS AND STANDARDS

C.5.1 WORK MANAGEMENT. The Contractor shall plan, program, coordinate, estimate, and schedule for all levels of work as specified.

C.5.2 LOCATION IDENTIFICATION. All noxious and nuisance weed control requirements for Contractor performance will be identified as to location by means of maps, UTM (UTM is a planar coordinate system that identifies locations on the face of the earth.) coordinates, narrative site identification information, GPS references, and/or flagging of site areas. The Government will be responsible for identification of the areas to be sprayed.

C.5.3 SPECIFIC TASKS:

C.5.3.1 Broadleaf Weed Control on Tank Gunnery Ranges: The Contractor shall use a tank mixture of 3,6-dichloro-2-methoxybenzoic acid (Dicamba) applied at 0.5 pounds of active ingredient per acre and metsulfuron methyl (e.g., Escort®) at 0.03125 pounds of active ingredient per acre plus a non-ionic surfactant at the recommended rate to control broadleaf weeds within the designate range areas.

C.5.3.1.1 The Contractor shall aerially spray the designated range areas between **1 May and 15 June**. This work normally occurs over Memorial Day Weekend.

C.5.3.1.2 Attachments 1 – DMPRC Screening Range, 2 - DPTMR, and 3- Range displays the specific Tank Gunnery Range locations that shall be treated. The Government will provide GPS data for each range approximately ten (10) business days prior to the treatment annually. This allows for minor corrections due to changes in watercourses and specialized range equipment.

C.5.3.1.3 The Contractor shall submit GPS data to the COR within ten (10) business days of completing the work as proof of coverage.

C.5.3.2 Fall Sericea Lespedeza Control: The Contractor shall use metsulfuron methyl (e.g., Escort®) at 0.03125 pounds of active ingredient per acre plus a non-ionic surfactant at the recommended rate within the designated tracts.

C.5.3.2.1 The Contractor shall aerially spray for fall control of sericea lespedeza between **15 August and 30 September**. This work normally occurs over Labor Day Weekend.

C.5.3.2.2 The Government will provide the Contractor maps and GPS data for the treatment areas approximately one month prior to treatment date. However, due to military training, the exact treatment area is subject to change up to the date of treatment. The Government will keep the

Contractor informed of any changes and will provide maps and/or written descriptions of the changes.

C.5.3.2.3 The Contractor shall submit GPS data to the COR within ten (10) business days of completing the work as proof of coverage.

C.5.3.3 Miscellaneous (MISC) Work: The Contractor shall aerial spray the designated areas for the specific non-desirable vegetation within the timeframe provided by the Government.

NOTE: The Service Contract Act (SCA) may apply to some MISC work. The applicable local SCA wage rates shall be used by the Contractor for all project-estimated costs.

NOTE: Upon receipt of a MISC Work Order request for proposal, the Contractor shall submit to the COR, within ten (10) business days, for review and acceptance, a price proposal to perform the described work. The price proposal shall include proposed timeline for completion. Upon Notice to Proceed (NTP) for each Task Order issued, the Contractor shall submit to the COR a separate schedule that reflects the MISC Work Order's timeline from NTP to completion. The Contractor shall acknowledge receipt of request for proposal thereby initiating the start of Contractor reaction times for submission of Contractor proposal.

C.5.3.3.1 Scope: The Government will provide the Contractor a detailed Task Order for each project. The Contractor shall provide all labor, tools, equipment and materials to perform additional aerial spraying work. Miscellaneous Work Task Orders may or may not be ordered.

C.5.3.3.1.1 Each Task Order will contain:

- The approximate treatment location map(s) and approximate acreages.
- The pesticide(s) and adjuvant(s), along with their specific rates, the Government desires the Contractor to utilize. The Government may also specify the minimum or maximum application rate of the carrier.
- The Government may provide the Contractor the base pesticide(s). The Contractor shall utilize appropriate adjuvant(s) with the base pesticide and shall bill the Government for the adjuvant cost.
- The Government may have the Contractor provide all pesticides and adjuvant(s) for the project. The Contractor shall use the pesticide(s) and adjuvant(s) at the rates specified by the Government in the Task Order. The Government will reimburse the Contractor for the pesticide(s) and adjuvant(s).
- The Contractor shall submit labels of any products, pesticides and adjuvants, to be used in the completion of the project by the date designated within the Task Order.
- Any pre-treatment requirements of the Contractor.
- The Contractor may be required to ground-truth the location several months prior to the actual treatment. The Task Order will specify if ground-truthing is required and, if possible, the dates the potential treatment area(s) will be available for the contractor to complete the work. If ground-truthing is required, the Contract shall provide the Government a written statement of completion, including any discrepancies noted verse the Government requests.
- If there is a restriction on the type of aircraft that may be utilized in the completion of the

project.

- Certain treatment locations may only allow rotary-winged aircraft to operate. The Contractor shall have the capability to provide rotary-winged aircraft for treatment, even if by sub-contracting the work.

C.5.3.3.1.2 Sample Task Orders are at Attachment 7 – Sample Task Orders.

C.5.3.3.2 The Contractor shall aerially spray the designated areas within the spray window designated on the Task Order. The work could occur anytime during the year conditions are appropriate for aerially spraying and the control the Government desires. The Government will normally order the work at least one month prior to the desired application date. The work may occur during any day of the week, including weekends.

C.5.3.3.3 The Government will provide the Contractor maps and GPS data for the treatment areas at the time the Task Order is submitted. However, due to military training, the exact treatment area is subject to change up to the date of treatment. The Government will keep the Contractor informed of any changes and will provide maps and/or written descriptions of the changes.

C.5.3.3.4 The Contractor shall submit GPS data to the COR within ten (10) business days of completing the work as proof of coverage.

C.5.3.3.5 Examples of MISC Work include treating four (4) fifty (50)-acre tracts with glyphosate and non-ionic surfactant to control cool-season grasses, treating 600 acre of forestland for bush honeysuckle utilizing rotary-winged aircraft, and treating 10 small arms ranges within the Impact Area for field bindweed.

C.5.4 QUALITY CONTROL STANDARDS

C.5.4.1 Broadleaf Weed Control on Tank Gunnery Ranges: Contract chemical spray applications shall attain a control of 90% of targeted weeds in each acre that control applications were performed. When chemical applications do not kill, desiccate, and eliminate noxious weeds to a level of 90% of targeted weed plants, re-treatment of the area shall be performed again until that level of response is obtained, without additional cost or charge to the Government.

C.5.4.2 Fall Sericea Lespedeza Control: Contract chemical spray applications shall attain a control of 90% of targeted weeds in each acre that control applications were performed. When chemical applications do not kill, desiccate, and eliminate noxious weeds to a level of 90% of targeted weed plants, re-treatment of the area shall be performed again until that level of response is obtained, without additional cost or charge to the Government.

C.5.4.3 Miscellaneous Work: The designated area shall be treated utilizing current industry standards. The Contractor shall assure the area(s) designated are treated with the listed chemicals. The Contractor will NOT be responsible for level of control achieved.

C.5.5 RE-APPLICATION OF NONCOMPLIANCE/NONCONTROL AREAS. The Contractor shall re-spray areas only during the periods of authorized application. If any areas are deemed to not have the required level of control, the contractor may reapply only during the spray time criteria listed in paragraph 1.10. If the need for reapplication is determined, due to lack of control by the Contractor's application, and notification of control comes outside the spray period, as identified in paragraph 1.10, then a deduction in payment will be made by the Government for the application.

Section C.6

Applicable Publications

Federal and State Laws

The Federal Insecticide, Fungicide and Rodenticide Act (PL 100-460, 100-464 to 100- 526, and 100-532).
<https://www.epa.gov/laws-regulations/summary-federal-insecticide-fungicide-and-rodenticide-act>

Title 40, Code of Federal Regulations, Parts 150-189, Pesticide Programs.
<https://www.govinfo.gov/content/pkg/CFR-2019-title40-vol26/pdf/CFR-2019-title40-vol26-chap1-subchapE.pdf>

Kansas Pesticide Law, Article 13 KSA 2-2438 to KSA 2-2481, amended March 2019 and KAR 4-13-1 to 4-13-65. https://agriculture.ks.gov/docs/default-source/statutes-pesticide-fertilizer/pesticide.pdf?sfvrsn=e1bc7e22_18

Army Regulations, DoD Instructions, DoD Directives, and DoD Manuals

AR 200-1, Environmental Enhancement and Protection, 13 December 2007.
https://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/r200_1.pdf

DoDI 4150.07, DoD Pest Management Program, 26 December 2019.
<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/415007p.pdf?ver=2019-12-26-104614-100>

DoDM 4150.07, Volume 1, DOD Pest Management Program Elements And Implementation: Structure And Operation, 22 January 2020.
https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/415007_vol1.pdf?ver=2020-01-22-132922-467

DoDM 4150.07, Volume 2, DOD Pest Management Program Elements And Implementation: Pesticide Applicator Training And Certification Program, 22 January 2020.
https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodm/415007_vol2.PDF?ver=2020-01-22-132922-573

DoDD 4715.1E, DoD Environment, Safety, and Occupational Health, 19 March 2005.
<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/47151Ep.PDF?ver=2019-12-30-141505-590>

DoDI 4715.03, Natural Resources Conservation Program, 18 March 2011.
<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/471503p.pdf>

Fort Riley Regulations and Plans

Integrated Pest Management Plan for Fort Riley, Kansas, October 2016 (electronic only).

Technical Guides and Publications

TM 5-629, Weed Control and Plant Growth Regulation, 24 May 1989.
https://www.wbdg.org/FFC/ARMYCOE/COETM/tm_5_629.pdf

Armed Forces Pest Management Board Technical Guide No. 7, Installation Pesticide Security, August 2003.
(Available from Installation Pest Management Coordinator)

Armed Forces Pest Management Board Technical Guide No. 14, Personal Protective Gear and Equipment for Pest Management Personnel, August 2020.
<https://www.acq.osd.mil/eie/afpmb/docs/techguides/tg14.pdf>

Armed Forces Pest Management Board Technical Guide No. 15, Pesticide Spill Prevention and Management, August 2009.
<https://www.acq.osd.mil/eie/afpmb/docs/techguides/tg15.pdf>

Armed Forces Pest Management Board Technical Guide No. 16, Pesticide Fires: Prevention, Management, and Clean-up, January 2019.
<https://www.acq.osd.mil/eie/afpmb/docs/techguides/tg16.pdf>