

**Performance Work Statement (PWS)**

**Siskiyou County Invasive Weed Control Good Neighbor Authority (GNA)**

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### Section 1.0 Background on the Government's Requirement

The Bureau of Land Management (BLM), Northern California District (NorCal), Applegate Field Office (AGFO) is contracting for chemical treatments of noxious and invasive weeds on selected sites within AGFO lands in Siskiyou County, California. The work consists of applying herbicides to or physically controlling noxious and invasive weed sites located on AGFO administered lands, and inventorying the weeds found and treated using GPS technology. These treatments are part of BLM's ongoing efforts to prevent the introduction and spread of, and/or eliminate, legally designated noxious weeds.

As part of this Performance Work Statement (PWS), the following attachments are also included as separate documents for reference and/or required use related to the project requirements:

- Attachment 2- Siskiyou Noxious Weed Project Location Map
- Attachment 3- BLM Pesticide Application Record Template
- Attachment 4- Applegate Integrated Weed Management Plan Programmatic Environmental Assessment DOI-BLM-CA-N020-2017-0017-EA
- Attachment 5- California BLM Pesticide Use Proposal CAN020-22-001-P
- Attachment 6- BLM Infestation Record Template

### Section 2.0 General Scope of Work

Invasive weed infestations throughout the AGFO lands throughout Siskiyou County may be treated under this contract using ground equipment and approved herbicides control work specified in this contract throughout the entire growing season as funding permits. Treatment records and georeferenced infestation location data will be completed for all treatments.

The Contractor shall not chemically treat targeted noxious weeds species, which have exceeded the prescribed biological treatment window and are producing seed, unless otherwise directed to do so by the Contracting Officer Representative (COR), Devin Snyder ([dlsnyder@blm.gov](mailto:dlsnyder@blm.gov) or [530] 233-7932).

Contractor must hold a current California Commercial Pesticide Applicator license and upon request be able to furnish it. All weed control measures shall comply with the provisions set forth in the the Applegate Integrated Weed Management Plan Programmatic Environmental Assessment DOI-BLM-CA-N020-2017-0017-EA 2018; Attachment 4), and all federal, state, and local regulations. **Approved Herbicides:**

The prescribed herbicides and surfactants used on BLM-managed lands are limited to those found on the attached California BLM Pesticide Use Proposal CAN020-22-001-P (2022; Attachment 5). Blue marker dye must be used to mark areas sprayed. Advance notification of treatment, preferably no less than 24 hours in advance, must be given to BLM Applegate Field Office personnel; Devin Snyder will serve as the primary point of

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contact for this and other COR responsibilities and his contact information is included above.

### **Access:**

Use of un-surfaced roads during wet months should be minimized to avoid damage. Vehicles shall not operate off system roads, nor shall they by-pass any officially blocked road with motor vehicles (barriers, locked gates, posted signs, rock/log/dirt, etc.) without approval of the Contracting Officer Representative (COR).

All roads (public and private) damaged or opened by the Contractor shall be restored at no cost to the Government to their condition prior to commencement of work. Gates shall be left in the position they are found in, if open they shall be left open, if closed, they should be re-closed as soon as the Contractor's vehicle(s) have gone through.

**Private Lands** – If the only access to a treatment site on BLM lands is across private lands, the Contractor shall obtain permission to travel over private lands unless the Government has already obtained permission. Otherwise, the Contractor may be required to provide the COR with a written statement or written documentation of a verbal approval given by a named person with a phone number on a stated date and time that the Contractor has been granted permission for access. If the Contractor is unable to secure permission, the Contractor will let the COR know immediately and the COR will attempt to coordinate access with the Landowner. The Contractor shall not trespass across private lands. If the Contractor is not able to access an area, that unit may be exchanged for a similar unit or dropped.

**Mechanized Equipment and Vehicle Washing** – Prior to entering BLM lands, equipment and vehicles shall be washed to remove all dirt, grease, and plant parts that may carry noxious weed seeds or vegetative parts. Chemically contaminated surfaces on vehicles shall be periodically cleaned of residues. Equipment shall be inspected by COR or Project Inspector at any time and access to public lands may be restricted if the vehicle is contaminated with material. Vehicles and equipment shall be washed at least once per month.

**Sensitive, Endangered or Threatened Species (plant or animal)** - If sensitive, endangered, or threatened species (plant or animal) are discovered within the treatment area immediately notify the COR. The Government may issue a suspend work and/or partially terminate any portion of the work due to discoveries of sensitive, threatened, endangered species or archeological sites during contract operations.

Whenever a specification, either by Agency, State, or Federal law, or label direction, has a contradiction, the most stringent interpretation shall take precedence.

A 500-foot unsprayed buffer strip shall be left next to inhabited dwellings unless waived in writing by the resident. A buffer strip of 100 feet shall be left next to croplands and barns. Boom sprayers shall not be used within 25 feet of water bodies.

Spot treatments with vehicle mounted handguns or with backpacks shall not be applied within 10 feet of water, unless using an aquatic labeled herbicide, found on the attached

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California BLM Pesticide Use Proposal CAN020-22-001-P (2022; Attachment 5).

Wind velocities for chemical applications of herbicides must be 10 mph or less in all instances.

### **Place of Performance:** **Big Tablelands Allotment**

**Location of project** – The herbicide treatment site is approximately 10 miles southeast of Dorris, California. See project location map for additional specific treatment site locations (Siskiyou Noxious Weed Project Location Map, Attachment 2). Current known infestations are in parts of:

Township 46 North, Range 2 East, Mount Diablo Base and Meridian Section 3

Township 47 North, Range 2 East, Mount Diablo Base and Meridian Sections 21, 27, 28, 33 & 34

Additional location information will be provided upon request.

**Description of Work** - This treatment area includes approximately 2,000 acres on the Siskiyou Big Tablelands Allotment. Medusahead infestations cover approximately 100 acres scattered throughout the entire project area. Treatment crews will use truck sprayers, backpack sprayers and/or UTV/ATV mounted sprayers to treat approximately 100 acres of medusahead (*Taeniatherum caput-medusae*) using low rates of glyphosate or other herbicides approved in the California BLM Pesticide Use Proposal CAN020-22-001-P (Attachment 5). Some small infestations of yellowstar thistle have been identified in the project area and will be treated also – using labeled rates of aminopyralid or clopyrlyd formulations. All application will be by ground equipment only - no aerial application will be made. All work at this site shall take place once site access is possible in the early spring (most likely in the month of April), once new growth is apparent.

**The Contractor shall contact the authorized BLM Contractor Officer Representative or Project Inspector (COR/PI) 72 hours prior to implementing any work specified in this contract. The Contractor shall complete the attached BLM Pesticide Application Record Template(Attachment 3) no later than 24 hours after applying a chemical herbicide specified in this contract.**

Additional sites throughout BLM AGFO-managed lands in Siskiyou County may be treated under this contract using ground equipment and approved herbicides control work specified in this contract throughout the entire growing season as funding permits. If the Contractor discovers any infestation during the growing season that would require more than one day or more than 100 gallons of herbicide to treat, the COR must be notified in advance and give authorization before any treatment takes place on an infestation of this size.

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### Section 3.0 Overall Objective(s)

The objective of this work is to reduce and eliminate noxious and invasive weeds on BLM managed lands within Siskiyou County, using ground control methods as part of an ongoing early detection rapid response method focused on improving forage quality and habitat for wildlife and will allow for increased native plant diversity at sites that are otherwise being compromised by non-native invasives.

### Section 4.0 Specific Tasks

**Task 1:** A pre-work conference will be held between the Contractor and AGFO prior to work starting, to ensure a clear understanding of the scope of the contract, the sequence of work, timing and type of progress reports required, submission times for Pesticide Application Records (PAR), documentation requirements, inspection, and payment schedules. Clarification of work items and procedures will be addressed as needed by all parties. The COR may revise forms as needed, but they will be comparable to the forms included as attachments. If forms are revised, the COR shall provide the Contractor with the new forms in electronic and hard copy forms at the pre-work for each task order.

**Task 2:** The Contractor shall provide an electronic GPS collection device (i.e., tablet, smart phone, Trimble, Garmin, etc.) to record treatment site location information. Upon request the BLM shall provide the ArcGIS S1 Collection tool and training at no charge. Preferably all documentation will take place using the BLM's Vegetation Management Action Portal (VMAP) protocol, using the S1 collection application on a smartphone or tablet.

GIS Infestation data will be provided to the Applegate Field Office before October 31<sup>st</sup> of each year. can be used as an additional non-electronic record of the recorded infestation. At a minimum all the following fields will be collected for each site using GIS collection methods:

- Species name
- Number of plants in infestation
- Phenology (primary) of plants in infestation
- Size of infestation (in square feet). – sites over 3 acres must be a polygon feature
- Density of infestation (< 1%, 1 to 5%, 5 to 25%, 25 – 100%)
- If a line feature is used, the buffer width of infestation line in feet
- Name of collector
- Role of collector, i.e., contractor
- Date of inventory
- Type of site use – i.e., domestic grazing, wildlife habitat, urban development, etc.
- Type of device used for collection

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**Task 3:** The Contractor shall complete any herbicide treatment within the parameters detailed in the Pesticide Use Proposal (PUP) and all Pesticide Application Records (PARs) will be completed for every herbicide application **within 24 hours of a treatment**, as specified in California State Revised Statutes, and other tasks as identified under this contract using government provided forms (Attachment 3), (or an approved form created by the contractor). Completed PARs will be given to the COR by October 31<sup>st</sup>. of each calendar year. The Contractor shall submit the map or aerial photo issued by the BLM with each PAR. Maps will generally be at a scale of 1:12,000. The Contractor shall delineate area(s) on the map that were treated with pesticide. More than one weed species may be included on one map, but populations of different species shall be drawn on the maps and marked with the species' name(s). Treatment areas shall be drawn on maps so that they are distinguishable on a black and white copy. Treatment sites need to be relocatable either by accurate mapping, flagging, or with UTM coordinates. Forms and maps shall be paper attached to each other. The Contractor shall review all forms and maps prior to submitting to the COR to ensure that all required forms are properly filled out and all information is clean, clear, and legible.

**Task 4:** For roadside treatments the Contractor shall hang Noxious Weed flagging to indicate where they have sprayed pesticides at the center of treated areas. The Contractor shall write the date(s) of treatment on the flagging.

**Task 5:** The Contractor shall be competent at reading topographic and transportation maps and aerial photos and using GPS units to locate sites. They shall also be competent using GPS units to collect coordinates for documenting sites on Report forms.

**Task 6:** Non-aquatic pesticides shall not be sprayed within 25 feet of water (springs, creeks, rivers, ponds, lakes) using backpack sprayers or within 25 feet using vehicle mounted sprayers. Aquatic pesticides may be applied to noxious weeds or invasive species (as directed) using a backpack sprayer or wicking/wiping methods within the 10-foot buffer. Wicking or wiping may only be done with attachments to backpack sprayers or tools specifically designed for this method of pesticide application. The contractor shall not wash out spray tanks in or near streams. Mixing and loading operations shall not occur in any area where an accidental spill would contaminate an aquatic body. During weed treatments, the Contractor shall not rinse equipment on private lands (other than their own property). Rinsate shall only be poured on untreated noxious weeds where no damage would occur to non-target species or in non-vegetated areas, such as gravel pits, where it will not run-off or enter any water body.

**Task 7:** Do not spray on BLM lands within 500 feet of any residence, unless written permission has been obtained from the landowner or as directed by the COR.

**Task 8:** All equipment, backpack sprayers, Off Highway Vehicle (OHV) and vehicle-mounted nozzles, sprayers, and hoses will be in good working order. Nozzles shall be free of dirt, with tight fittings and seals in place to prevent leaking.

**Task 9:** Pesticides shall be securely transported to avoid all leaks or damage to containers. Transporting shall follow label requirements.

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**Task 10:** The capacity of the Contractor, his method of operation and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the CO shall have the right to select the sequence in which the individual work will be completed.

**Task 11:** If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

### Section 5.0 Delivery / Performance Schedule

- A pre-season meeting will be scheduled post-award, preferably less than two weeks after award notification at a time that is convenient for both the BLM and Contractor. Preferably this meeting will take place at the contractor's base location, but virtual meetings can take place if necessary due to Covid restrictions or for other extenuating circumstances.
- Survey and weed abatement work (spraying, digging, pulling) will take place during the active growing season and once the contractor has brought on seasonal employees for the season. Typically, this would be anywhere between April to September.
- Pesticide Application Records (PARs) will be completed within 24 hours of any chemical treatment on BLM lands and will be submitted to the BLM COR either electronically or hard copy by no later than **October 31<sup>st</sup>** post season.
- GIS data collected by the contractor will be submitted to the BLM COR no later than **October 31<sup>st</sup>** post season.

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### Section 6.0 Government-Furnished Property, Materials, Services

#### **General:**

The Contractor shall furnish all personnel, materials, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the work tasks defined in this Performance Work Statement, except for those items specified as government furnished.

#### **Materials:**

The Government shall furnish the below materials to assist the Contractor in meeting the requirement of this contract,

Required forms including Pesticide Application Record Templates (Attachment 3) and a current California BLM Pesticide Use Proposal CAN020-22-001-P (Attachment 5) that authorizes herbicide application on BLM lands will be provided by the BLM. All equipment and materials other than this would be furnished by the contractor.

#### **Equipment:**

Not applicable, see above.

#### **Services**

The Government will provide training on how to complete the required PARs if needed, as well as training on how to collect data using the S1 tool if the contractor doesn't already have a comparable system in place to collect georeferenced data.

#### **Facilities** *N/A*

#### **Utilities** *No utilities will be furnished by the government.*

The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish the work.

#### **Applicable Publications (Current Editions)**

As previously noted on Page 2 of this Performance Work Statement (PWS), the following attachments are also included as separate documents for reference and/or required use related to the project requirements:

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### Section 7.0 Security and Administrative Matters

#### **Regular Work Hours:**

The performance period established for this contract is based upon all work being conducted at the discretion of the contractor as long as it is half an hour after sunrise and half an hour before sunset.

COR and CO are only available during regular working hours between 7:00am and 3:00pm, Monday through Friday, excluding government holidays and consistent with working hours for the COR. If the Contractor desires to carry have COR or CO outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contracting Officer in sufficient time to allow satisfactory arrangements to be made for access to the work site.

#### **Communications:**

“Time” for communications received after 3:00pm, after 12:00 pm locally on Fridays, or after 12:00 pm locally prior to a holiday will not start until the next business day. All times are local Pacific Standard Time.

#### **Federal Holidays:**

The following Federal Legal Holidays are observed:

New Year’s Day	Martin Luther King, Jr. Day
President’s Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day
Juneteenth Day	

#### **Environmental**

The CO, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

#### **Fire Danger Season:**

If the Contracting Officer Representative (COR) allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

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### **Endangered Species**

The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

### **Wildlife Resource Protection**

Some of the treatment sites in this contract are in areas of critical wildlife concern. Nest sites for Bald Eagles, Herons, Raptors, or other species could be identified within or adjacent to treatment sites by wildlife biologists during the course of the performance period. **Work activity adjacent to nest sites will be restricted during the active nesting period (March 1 - September 30).** Treatment sites that are adjacent to active nest sites may be dropped from the required treatment areas, the treatment area adjusted, or work activity on these sites may be delayed until after the active nesting period. Buffer distances for nests range from ¼ to 1 mile depending on the species. The COR will notify the contractor of any nesting concerns if they are identified and as they become available.

### **Botanical Resource Protection**

Endangered or sensitive species of plants or areas of critical habitat concern could be identified within or adjacent to treatment sites during the course of a task order. Work activity adjacent to identified sites could be restricted, modified, delayed, or eliminated depending on the circumstances. Treatment sites or portions of treatment sites could be affected. Government botanist recommendations would be used to determine the course of action.

### **PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES**

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historic or prehistoric ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

### **SUBCONTRACTS**

No contractor shall subcontract any work defined in this contract.

### **RESTORATION OF RESOURCES**

Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

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### Section 8.0 Technical Exhibits and Definitions

#### Standard Definitions:

##### Physical Condition

The Physical appearance of Federal equipment or facilities that considers cracks, chips, dents, abrasions, rust, corrosion, general cleanliness, vibration, operating temperature, and discoloration and other items as identified by the COR..

Physical condition may be determined by visual as well as diagnostic means.

##### Contracting Officer (CO)

The Secretary of the Interior or designated authorized representative who is the only agent capable of signing a federal award or obligating funds.

##### Contracting Officer's Representative (COR)

The COR's authorities and responsibilities are defined in the COR's Delegation of Authority Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

##### Project Inspector (PI)

"Project Inspector (PI)" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor. The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

##### Quality Assurance (QA)

Surveillance of Contractor performance to determine performance requirements are met. Performance Requirements Summary (PRS) (see Technical Exhibit below)The PRS identifies the key performance indicators of the Contract that will be evaluated by the Government to assure Contract performance standards are met by the Contractor.

##### Quality Control (QC)

Those actions taken by the Contractor to control the production of goods or services so that they meet the requirements of the performance work statement.

#### Technical Definitions:

AGFO- Applegate BLM Field Office

BLM- Bureau of Land Management

PAR – Pesticide Application Record

PI- Project Inspector

PUP- Pesticide Use Proposal

VMAP- Vegetation Management Action Portal

#### Technical Exhibits:

EX 1: Performance Requirements Summary/Quality Assurance Surveillance Plan

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### EXHIBIT X: PERFORMANCE REQUIREMENTS SUMMARY (PRS)

<b>Work Tasks to be Performed</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>	<b>Consequences, Remedies, and/or Deduction(s)</b>
Pre-Season Meeting	<i>BLM and Contractor will meet in person or virtually sometime between Jan 1<sup>st</sup> and May 1<sup>st</sup> before any field work commences.</i>	<i>COR will document discussion points from meeting and send e-mail report to CO.</i>	<i>Failure to communicate with CO and COR will result in termination of the contract.</i>
Task(s) Inventory for invasive weeds	<i>Any site treated for weeds will have associated GIS data available for that location. GIS data will be provided by the contractor no later than October 31<sup>st</sup> post season, but preferably sooner.</i>	<i>COR or PI will inspect a minimum of 10% of the treatment locations to ensure that treatments are effective and that provided GIS data is accurate.</i>	<i>For 1 unsatisfactory inspection, the COR will document this and inform the Contractor what must be improved. For 2 unsatisfactory inspections, a 5% deduction from the invoice for that Period of Performance. For 3 unsatisfactory inspections, a 10% deduction.</i>
Task(s) Treat invasive weeds	<i>Invasive plant locations discovered on BLM managed lands in Siskiyou County will be treated as outlined in the BLM Pesticide Use Proposal provided to the Contractor.</i>	<i>COR or PI will inspect a minimum of 10% of the treatment locations to ensure that treatments are effectively reducing the target species.</i>	<i>For 1 unsatisfactory inspection, the COR will document this and inform the Contractor what must be improved. For 2 unsatisfactory inspections, a 5% deduction from the invoice for that Period of Performance. For 3 unsatisfactory inspections, a 10% deduction.</i>
Complete Pesticide Application Records (PARs)	<i>Any herbicide treatment that takes place under this contract will have a PAR completed within 24 hours of treatment. All PARs will be provided to the COR by October 31<sup>st</sup> post season.</i>	<i>COR will review and compile treatment records provided by the Contractor</i>	<i>Not providing these documents in a timely manner without communication with the CO and COR will result in not exercising the next option year.</i>