PERFORMANCE WORK STATEMENT

For

Easement Restoration and Emergency Watershed Protection – Seedbed Preparation, Seeding, and Post Seeding Clippings

In

SOUTH DAKOTA

U.S. Department of Agriculture
Natural Resources Conservation Service
South Dakota

TABLE OF CONTENTS

C.1 General Information 3

C.1.1 Introduction and Background 3
C.1.1.1 General Information 3
C.1.1.2 Work Purpose 4
C.1.1.3 Location of Contract Services 4
C.1.1.4 Work by the Government 4
C.1.1.5 Layout of Section C 4
C.1.2 Contractor Management and Responsiveness 5
C.1.2.1 Contractor Responsiveness 5
C.1.2.2 Meetings, Conferences, and Briefings 5
C.1.3 Personnel 5
C.1.3.1 Key Personnel 5
C.1.3.2 Personnel Qualifications and Certifications 5
C.1.3.3 Subcontractors 5
C.1.3.4 Employment Limitations 6
C.1.3.5 Employee Roster 6
C.1.3.6 Conduct of Personnel 6
C.1.4 CONTRACTOR INTERFACES 7
C.1.4.1 Government Supervision of Contract Personnel 7
C.1.4.2 Inspection by Government Agencies 7
C.1.5 Compliance 7
C.1.5.1 Safety 7
C.1.5.2 Physical Security Access Compliance 8
C.1.5.3 Government Facility Compliance 8
C.1.6 performance 8
C.1.6.1 Quality Control 8
C.1.6.2 Performance Evaluation 8
C.1.6.3 Changes to Processes 9
C.1.7 Information 9
C.1.7.1 Data Criteria 9

C.2 Definitions 10

C.1.1 General 10
C.1.2 Acronyms 10
C.1.3 Definitions 11

C.3 Government-Furnished Property and Services 16

C.3.1 General 16

C.4 Contractor-Furnished Property and Services. 17

C.4.1 General 17
C.4.1.1 Removal of Contractor Property 17
C.4.2 Equipment 17
C.4.2.1 Maintenance and Repair 17
C.4.3 Services 17
C.4.3.1 Communication Services 17
C.4.3.2 Facility Area Maintenance 17
C.4.3.3 Personal Equipment 17
C.5 Specific Work Requirements 18
C.5.1 Manage Work Requirements 18
C.5.1.1 General Information 18
C.5.1.2 Work Tasking Receipt and Documentation 18
C.5.1.3 Work Tasking Approval & Authorities 18
C.5.1.4 Coordination and Scheduling 18
C.5.1.5 Work Task Reporting 18
C.5.1.6 General Task Performance 18
C.5.1.7 Tasks 19
C.6 Technical REFERENCE LIBRARY 25
C.6.2 Publications 25
C.7 Technical Exhibits 25
C.8 Reports and Deliverables List 27
Technical Exhibit 1.3-001 29
CONTRACTOR EMPLOYEE Qualifications 29
Technical Exhibit 1.3-002 30
Non-Disclosure Statement 30
Technical Exhibit 1.7-001 31
Performance Requirements Summary 31

C.1 GENERAL INFORMATION

C.1.1 INTRODUCTION AND BACKGROUND

C.1.1.1 General Information

C.1.1.1.1 Work Responsibility. Contractor shall plan, program, administer, manage, and execute the work necessary to provide the specified services. The Contractor shall comply with applicable Federal, State, and local laws, regulations, and directives to include applicable publications in Section C.6. The Contractor shall perform all work in accordance with the professional licensing and certification laws of the respective state where the work is performed.

C.1.1.1.2 Services Required. The Contractor shall provide Easement Restoration and Emergency Watershed Protection services to the US Department of Agriculture (USDA) Natural Resources

Conservation Service (NRCS) located in the state of South Dakota. The Contractor shall provide for all services, supervision, labor, tools, materials, equipment, and management necessary, unless otherwise specified (see Section C.3 and C.4), to administer and perform the specified wetland data collection and analysis services in accordance with the requirements specified in this PWS.

C.1.1.1.3 Contractor Direction. The Contractor shall perform services under the direction of the Contracting Officer (CO). The CO will designate specific technical representatives referred to as Contracting Officer's Technical Representatives (COR) for specific locations where services are to be performed in the state of South Dakota.

C.1.1.1.4 Contractor Authority. The Contractor shall not hold itself out as an employee or representative of the Federal Government.

C.1.1.2 Work Purpose

The Contractor shall provide Easement Restoration and Emergency Watershed Protection services to support the NRCS to meet its mission statement: "The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment."

C.1.1.3 Location of Contract Services

The Contractor shall provide Easement Restoration and Emergency Watershed Protection services for the NRCS within the area specified in this Contract and must have a working office with employees/staff based within the state of South Dakota. The Contractor shall perform services in both the field and office environment based upon the specific task(s) assigned.

C.1.1.4 Work by the Government

The Government reserves the right to utilize Government personnel or other contractors to accomplish the same type or similar work as stated in this Contract.

C.1.1.5 Layout of Section C

C.1.1.5.1 Section C Contents

The following areas contained in Section C of this PWS are structured as follows:

- C-1: General Information
- C-2: Acronyms and Definitions
- C-3: Government-Furnished Property (GFP) and Services
- C-4: Contractor-Furnished Property and Services
- C-5: Specific Tasks
- C-6: Publications and Forms
- C-7: Technical Exhibits
- C-8: Reports and Deliverables

C.1.1.5.1.1 Technical Exhibits. Technical Exhibits are used to provide supplementary information and can be in forms of text, tables, graphs, or maps. Technical Exhibits may be referenced from any part of the PWS. Technical Exhibits for Section C have a 5-digit number that links them to a designated PWS Section; e.g., Technical Exhibit 1.3-001 is the first Technical Exhibit referenced from Section 1.3. All Technical Exhibits are contained in Section C.7.

C.1.1.5.1.2 Reports and Deliverables. The Contractor shall compile data, prepare required reports, and submit information as specified by the Reports and Deliverables (RD) requirements. RDs in this Contract may be referenced from any part of the Contract. RDs for Section C have a 3-digit number which links them to a designated Contract Section, e.g., RD 103R001, is the first RD referenced in Section C.1.3. A listing of all RDs is located in Section C.8 of this Contract.

C.1.2 CONTRACTOR MANAGEMENT AND RESPONSIVENESS

C.1.2.1 Contractor Responsiveness

The Project Manager or designated representative shall return all calls from the COR or other GR within one working day unless during an emergency or otherwise specified herein.

C.1.2.2 Meetings, Conferences, and Briefings

C.1.2.2.1 The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the Contracted functions and services, as required by the Government, to provide effective communication and necessary information. The contractors shall conduct themselves as representatives of NRCS.

C.1.2.2.2 The Contractor shall participate in meetings with NRCS customers: Federal, State, and local agencies and their representatives; civic groups; land owners; tribal members; and other contractors as required by the Government. These meetings include both on-site and off-site meetings, and the frequency may be weekly, monthly, or as otherwise required. The contractors shall conduct themselves as representatives of NRCS.

C.1.2.2.3 Contractor employees shall participate in technical training sessions as directed by the COR.

C.1.3 PERSONNEL

C.1.3.1 Key Personnel

C.1.3.1.1 Supervision of Work. The Contractor shall supervise work performed by Contractor personnel to ensure that all Contract requirements are met. The Project Manager or designated alternate shall ensure that required supervision of Contractor personnel is provided whenever work is being performed.

C.1.3.2 Personnel Qualifications and Certifications

All Contractor personnel shall be fully qualified to perform the work to which they are assigned under this Contract prior to Contract start date or specialized task assignment.

Certifications. The Contractor shall provide a Project Manager who has the specific qualifications as required in this Contract. Specific required qualifications are identified in Technical Exhibit 1.3-001.

Non-Disclosure. Execution of the NRCS work required by this PWS will involve access to potentially sensitive information about governmental and landowner issues. The potential personal and sensitive nature of NRCS work requires that all Contractor personnel execute the non-disclosure statement provided in TE 1.3-002. The Contractor shall retain all completed non-disclosure statements on file for immediate review by the COR upon request.

C.1.3.3 Subcontractors

Subcontractors to be used in the performance of this Contract shall be submitted to the Contracting Officer for concurrence prior to performance of work or any change. Subcontractor personnel shall be subject to the same personnel requirements as specified herein. Subcontractor information shall include company names, contact names, addresses, and telephone numbers. (RD 103R001).

C.1.3.4 Employment Limitations

C.1.3.4.1 Employment of Aliens. The Contractor shall not employ any alien who is not lawfully employable in the United States.

C.1.3.4.2 Language Requirement. The Contractor shall employ only persons able to speak, read, write, and understand English fluently for those positions interacting with Government personnel and customers in the performance of this Contract, and where English is necessary to provide a service under this Contract.

C.1.3.4.3. Physical Fitness. The Contractor shall ensure that all Contractor personnel meet the physical requirements to perform the function(s) and task(s) to which they are assigned. At all levels, the work involves regular and recurring prolonged walking over fields and rough terrain, bending, lifting and stretching when setting up survey instruments and equipment.

C.1.3.5 Employee Roster

The Contractor shall provide the COR with a roster listing, by service area, of all employees, their job titles, and required clearances at least ten calendar days prior to the Contract start date. The Contractor shall update the roster at least one working day after a change. This updated roster shall be provided to the COR and CO. (RD 103R002)

C.1.3.6 Conduct of Personnel

The Contractor shall be responsible for the performance and conduct of Contractor and subcontractor employees at all times. Personnel employed by the Contractor in the performance of this Contract or any representative of the Contractor entering a Government facility, shall abide by the local security regulations and shall be subject to such checks by the Government as may be deemed necessary.

C.1.3.6.1 Personnel Removal. Government rules, regulations, laws, directives, and requirements which are in place or issued during the Contract term relating to law and order, NRCS administration, and security within Government facilities shall be applicable to all Contractor employees or representatives. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Such removal of employees does not relieve the Contractor from the requirement to timely perform Contract tasks.

C.1.3.6.1.1 Removal by Contracting Officer. The Contracting Officer may require the Contractor to remove from the work site any employee, working under this Contract, for reason of misconduct or security. Contractor employees shall be subject to removal from the premises upon determination by the Contracting Officer that such action is necessary in the interest of the Government.

C.1.3.6.1.2 Removal by Security Personnel. Contractor employees may be denied entry to Government facilities by local security personnel if it is determined that such entry may be contrary to good order, discipline, or Government security.

C.1.3.6.1.3 Appearance. Contractor employees shall be well groomed, neat in appearance, and appropriately dressed for the work to be done.

C.1.3.6.1.4 Alcohol, Firearms, and Drug Use. The carrying of firearms by Contractor employees is forbidden while in the performance of this Contract. The use of alcoholic beverages or illegal drugs by Contractor personnel is forbidden while in the performance of this Contract. The Contractor shall not allow any employee who has possession of or who is under the influence of alcohol or controlled substances to perform work under this contract.

C.1.3.6.1.5 Fraud, Waste and Abuse. Contractor personnel shall be alert to and report to the COR suspected allegations of fraud, waste, and abuse, or other intentionally dishonest conduct observed during or in the performance of this Contract.

C.1.4 CONTRACTOR INTERFACES

C.1.4.1 Government Supervision of Contract Personnel

The Contractor is responsible for the supervision of all Contractor personnel. The Government will, however, provide limited guidance and technical clarification regarding unique issues.

C.1.4.2 Inspection by Government Agencies

The Contractor shall be subject to inspections, audits, and work interruptions by other Government agencies. The Contractor shall provide access to Government-furnished facilities and Government-owned property and cooperate with visiting Government personnel conducting such activities. Inspections, audits, and similar activities may be made by agencies including, but not limited to: Occupational Safety and Health Administration (OSHA), General Accounting Office (GAO), and Inspector General (IG), and investigative agencies such as the Federal Bureau of Investigation (FBI). Such inspections, audits and work interruptions will not unreasonably delay the work.

C.1.4.2.1 Planned Visits. The Contractor shall notify the COR of planned visits, investigations, or corrective actions required by Federal, State, local or any Government safety agencies.

C.1.4.2.2 Unplanned Visits. The Contractor shall notify the COR or Government Representative within 15 minutes of unannounced arrival of any agents of any regulatory agency at Government facilities operated by the Contractor. The Contractor shall receive and cooperate with such agents unless otherwise instructed by the COR.

C.1.4.2.3 Inspection/Visit Report. The Contractor shall submit a written report to the COR, by close of business (COB) on the next duty day following completion of an inspection or visit, to include the name(s), identification number(s), agency(s) of the inspector(s), reason for visit, and any remarks made during the visit. (RD 104R001)

C.1.5 COMPLIANCE

The Contractor and Contractor employees shall comply with all applicable Federal, State, and local laws while engaged in the performance of this Contract.

C.1.5.1 Safety

C.1.5.1.1 Safety Procedures and Equipment. The Contractor shall develop procedures and practices that minimize accident risk, including internal safety directives and standard operating procedures. The Contractor shall provide all necessary personal safety equipment and gear necessary to meet regulatory requirements for the work being performed. The Contractor shall perform periodic inspections of safety equipment as required by Federal Occupational Safety and Health Administration (OSHA) and local safety standards. In addition, the Contractor shall inspect and survey Contractor work areas for potential safety hazards.

C.1.5.1.2 Safety Inspections. The Contractor shall perform periodic inspections of safety equipment as required by Federal Occupational Safety and Health Administration (OSHA) and local safety standards. In addition, the Contractor shall inspect and survey Contractor work areas for potential safety hazards.

C.1.5.1.3 Reporting Requirements. The Contractor shall prepare and submit or maintain the following reports and records:

C.1.5.1.3.1 Accident Reporting. The Contractor shall comply with OSHA and other regulatory agency requirements for record keeping and reporting of all accidents in the course of Contractor work that result in death, trauma, occupational disease, property damage, or environmental damage. The Contractor shall provide a brief written report to the COR within four hours of occurrence and a detailed written follow-up report within three operating days whenever an accident involving personal injury

occurs. The Contractor shall report serious accidents as defined by OSHA as soon as possible to the COR. (RD 105R001)

C.1.5.1.3.2 Third Party Accident Claims. If any claims are made by a third party against the Contractor as a result of an accident which occurs in connection with the Contractor's performance, the Contractor shall submit, by close of business on the first working day after the initiation of the claim, a full written report to the Contracting Officer and the COR. (RD 105R002)

C.1.5.2 Physical Security Access Compliance

C.1.5.2.1 Government Facilities. Personnel entering Government facilities shall comply with the security requirements for the respective facilities that they are assigned to work in. All vehicles and personnel are subject to search and seizure of contraband or unauthorized Government property. Contractor vehicles (Contractor-owned and personal), Contractor employee vehicles, and their personal property shall be subject to searches upon entering and leaving and while on the Federal property.

C.1.5.2.2 Private Property. Personnel entering private property shall comply with the landowner's rights for the respective areas that they are assigned to work in. The Contractor shall obtain permission from the landowner prior to work being performed. The Contractor shall secure all gates on private property, including the closure of gates to preclude the release or entry of livestock. The Contractor shall perform all work in a manner that protects the rights of the landowner.

C.1.5.2.3 Disease Prevention. The Contractor shall wash vehicles following entry into lands that contain potentially infectious animal or plant diseases before transiting into non-affected areas or lands.

C.1.5.2.4 Access Control. Personnel entering Government facilities shall comply with the security requirements for the respective facilities that they are assigned to work in. All vehicles and personnel are subject to search and seizure of contraband or unauthorized Government property. Contractor vehicles (Contractor-owned and personal), Contractor employee vehicles, and their personal property shall be subject to searches upon entering and leaving and while on the Federal property.

C.1.5.3 Government Facility Compliance

C.1.5.3.1 Smoking. The Contractor shall comply with NRCS and local policies for controlling smoking in Government buildings and facilities in accordance with Department Regulation USDA No. 4400-6 General Manual 360 Part 420.

C.1.5.3.2 Fire Prevention. The Contractor employees will be subject to the same rules and regulations that apply to NRCS and other USDA agencies.

C.1.6 PERFORMANCE

C.1.6.1 Quality Control

The Contractor shall be responsible for the quality of products and services provided under the terms of this Contract, to include those products and services provided by subcontractors. The Contractor shall re-perform work that does not meet Contract requirements, unless it is of a nature that re-performance is not possible or otherwise directed by the COR. To ensure that the requirements of this Contract are met, the Contractor shall implement an effective Quality Control Program (QCP).

C.1.6.2 Performance Evaluation

C.1.6.2.1 Performance Evaluation Meetings. The Project Manager shall meet with the COR and the Government Quality Assurance Evaluator (QAE) to review Contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the COR and the Contractor will discuss Contractor's performance as viewed by the Government and any problems being experienced. The COR will take appropriate action

to resolve outstanding issues. A mutual effort shall be made by the Contractor and COR to resolve any and all problems identified.

C.1.6.2.1.1 Meeting Frequency. These meetings will be held monthly during the first 60 calendar days of the Contract and thereafter as directed by the COR. The Contractor may also request performance evaluation meetings.

C.1.6.2.1.2 Meeting Minutes. The Government may keep an electronic recording or written report of these meetings.

C.1.6.2.2 Government Quality Assurance. The Government will inspect for compliance with Contract terms throughout the Contract period.

C.1.6.2.3 Performance Requirement Summary. Evaluation will be based on the Contractor's compliance with the requirements set forth in the Performance Requirement Summary (PRS). The Government intends to monitor the Contractor's performance under this Contract by performing checks as contained in Contract administration surveillance plans. Typical procedures include random sampling, planned sampling, scheduled inspections, observations, and validated customer complaints.

C.1.6.2.4 Inspection Reports. When the Contractor's performance is unsatisfactory, a Contract Discrepancy Report (CDR) may be issued. The Contractor shall reply in writing within ten calendar days from the date of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence (RD 106R001).

C.1.6.3 Changes to Processes

C.1.6.3.1 Throughout the period of this Contract the Contractor can expect to receive Government directed changes to the manner in which processes are being performed. Directives may be received in the form of, but not limited to, changes to USDA Publications, Messages, and Memoranda, and other informal means of communication. The Contractor shall analyze NRCS requirements for new work or changes to current processes at the direction of the COR. The Contractor shall provide an assessment of the changes as they impact on the current processes and customers NLT one duty day prior to the suspense date established by the COR. (RD 106R002)

C.1.6.3.2 The Contractor shall immediately implement changes to processes approved by the COR that result in a decrease to or no change in the Contract price. Prior to implementing any process change that may result in an increase in Contract price the Contractor shall submit a price change proposal to the Contracting Officer and obtain approval by Contract modification. Said price proposal shall be submitted within 30 calendar days from the date the Contractor receives notice of the process change giving rise to the increase in cost of performance. Changes in the Contract price due to process change shall be considered under the "Changes" clause. Failure of the Contractor to submit a price proposal within 30 calendar days from the date of receipt of any such change shall entitle the Government to performance in accordance with such change at no increase in Contract price.

C.1.7 INFORMATION

The Contractor shall generate, maintain, and provide the programmed, unprogrammed, and other data and information requirements contained below.

C.1.7.1 Data Criteria

C.1.7.1.1 Files. Government-furnished classified and unclassified files in existence at the Contract start, and those generated under this Contract, shall be maintained as directed by the COR. All official files shall be maintained in the respective NRCS office available for use by NRCS and/or other contractor personnel as specified by the COR. All such records and files shall immediately be made available for review by any agency or individual authorized access by the COR. All files maintained by

the Contractor under the provisions of this Contract are the property of the Government and shall be returned to the Government upon expiration or termination of this Contract.

C.1.7.1.2 Regulations, Manuals, Technical Documents and Procedural Information. Regulations, manuals, and technical documents applicable to this Contract are listed in Section C.6.

C.1.7.1.3 Response for Information. The Contractor shall provide information requested by Government personnel performing official duties, to include but not limited to, monitoring Contract compliance, responses to Government and other Contractor personnel conducting information and communication systems site surveys, information systems fielding, and other communications as required by the Government.

C.1.7.1.4 Access to Data and Information. The Contractor shall ensure that all Contractor generated technical records, reports, files, and other documentation are made available to the COR and other authorized NRCS representatives during the performance of this Contract.

C.1.7.1.5 Case File Confidentiality. The Contractor shall maintain confidentiality of case files of clients and not release information without the approval of the COR.

C.2 DEFINITIONS

C.1.1 GENERAL

C.1.2 ACRONYMS

ALP	Acceptable Level of Performance
CDR	Contract Discrepancy Report
CFE	Contractor-Furnished Equipment
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
CP	Contract Performance
DC	District Conservationist
eFOTG	Electronic Field Office Technical Guide
NRCS	Natural Resources Conservation Service
RD	Reports and Deliverables
RDL	Reports and Deliverables List
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan or Program
TE	Technical Exhibit
USDA	United States Department of Agriculture

C.1.3 DEFINITIONS

The definitions set forth below are those unique to this Contract. Definitions for technical terms or words that are included in this Contract can be found in the technical documents referenced in the individual functional areas of the Performance Work Statement (PWS). The definitions provided below are oriented to the NRCS Contract services environment. In addition to the list of general definitions that apply to all services, additional definitions are provided for most services. In many cases definitions are situation specific. The total listing of definitions is not all-inclusive, but it has been derived from official publications, e.g., regulations, technical manuals, when available.

Acceptable Level of Performance (ALP): Maximum percent defective (or maximum number of defects per hundred units) that can be considered as a satisfactory performance average. The Government will normally accept the services provided the percent defective (or defects per 100 units) does not exceed the ALP. However, the Contractor shall not intentionally perform in a defective manner and shall re-perform any service found to be defective whenever possible. Decisions as to the necessity for re-performance shall be made by the COR.

Accountability: Accountability is the obligation to keep accurate and complete records of property, documents, or funds. Important data elements may include, but not limited to, identification data, gains, losses, due-ins, due-outs, and balances on hand or in use.

Accurate: Precise and factual information. Includes information concerning Government Policy and information pertaining to soldiers, family members, retirees, and military organizations. The term applies to information maintained in databases, entered on forms, recorded in other mediums of communication for official purposes, and to the information provided directly to customers.

Alien: Any person not a citizen or national of the United States of America.

Analysis: The interpretation of vegetative and physical inventory data collected during the field inventory process in relation to the client's desired resource management goals. In the case of grazing land inventories, this most commonly involves the interpretation and conversion of vegetative inventory data, including annual production and grazing animal preferences, into animal unit months.

Annually: Each year.

As Directed, As Required, As Permitted, Approved, Acceptance: Where these words or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise.

As Shown: Where these words or words of similar import are used, it shall be understood that reference is made to the drawings, tables, or narrative comprising this PWS, unless stated otherwise.

Case File: The record of resource information, decisions, and technical assistance for a specific client. A case file is established and maintained in the NRCS field office for each client where NRCS is providing continuing technical assistance on a planning unit. The case file will be maintained electronically. Information not amenable to electronic format will be maintained in hard copy under the client's name.

Certification: One who has received a certificate or license stating he or she has met the minimum requirements for performing the services required in this Contract in accordance with the State of issue.

Check: To inspect or test the performance, condition, or safety of something.

Contract: A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instructions, contracts include, but are not limited to,

awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications (See FAR 2.101).

Contract Award: The time at which the Contracting Officer signs the Contract.

Contract Discrepancy: A failure of the Contractor to perform in accordance with contract requirements and specifications. A contract discrepancy may result from 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 standards.

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

Contracting Officer (CO): A person with the authority to enter into, administer, modify, and/or terminate contracts, and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the CO.

Contracting Office: The office that is responsible for awarding, executing, and administering a contract for supplies or services and performing post-award functions.

Contracting Officer's Representative (COR): An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer. The COR does not have the authority to modify the contract. See Section H, entitled Contracting Officer's Authority.

Contract Start: The calendar date at which the Contractor takes over the service and begins work performance.

Contractor: The Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, or any entity with which the Contractor may have merged or any individual or entity that assisted or advised the Contractor in the preparation of its proposal under the solicitation resulting in this contract.

Contractor Acquired Property (CAP): Property acquired or otherwise provided by the Contractor with funding provided in the contract and to which the Government has or is given title.

Contractor-Furnished Equipment (CFE): That equipment the Contractor is required to furnish in order to perform the requirements of the contract.

Coordinate: To communicate with others, both internally and externally, to accomplish a required task.

Correct: In accordance with the governing publication. The term applies to the manner in which actions are completed and to information provided directly to customers.

Corrective Action: Consists of those efforts required to correct deficiencies, determine that other products are not similarly defective; and ensure deficiencies do not re-occur.

Current: Information obtained from the most recent Government authoritative document, e.g., USDA.

Customer: Any person or organization authorized to secure support services of the NRCS.

Customer Service: Services provided directly to individual customers in response to problems and requests for information and assistance presented by individual customers to the Contractor.

Damage: Ineffective technical assistance that is not readily noticeable at the time of delivery of the technical service.

Dispose: To settle affairs, to give away, sell, or get rid of.

Disposition: The final status of materials. The last state they will remain in, e.g. destroyed or archived.

District Conservationist: Responsible NRCS official headquartered at the county level USDA Service Centers. These individuals are responsible for all aspects of NRCS administration and operations within assigned field office boundaries.

Documentation: Providing a record of an event or transaction (e.g. written, computerized or video recorded) for retrieval at a later date.

Operating hours: Those routine hours designated by the assigned Local NRCS office for organizations and activities to coordinate and conduct business with Government activities of the NRCS.

Electronic Field Office Technical Guides (eFOTG): Field Office Technical Guides that are automated as data bases, computer programs, and other electronic-based materials to include many that are web-based pages at http://www.nrcs.usda.gov/technical/efotg/

Emergency: The reporting of sudden, urgent, usually unforeseen occurrences where life or property are in immediate danger and requires immediate action.

Environmental Protection: Formalized responsibilities, policies, and procedures established to preserve, protect, and restore the quality of navigable waters; near-shore, open, and any other surface waters; ground water; drinking water; land surface or subsurface area; and ambient air.

Equipment: All non-expendable items needed to outfit/equip an individual or organization. Clothing, tools, utensils, vehicles, and similar items are articles of equipment. Equipment is mobile, and considered personal property, as opposed to real property which is attached.

Equipment (As Used in Government-Furnished Property): An item of equipment owned or leased by the Government that is furnished to a Contractor for performance of contract requirements.

Expendable Items or Supplies: Items which are consumed during normal use (e.g., paint, field supplies, office supplies) or are merged into another entity when used for their intended purpose (e.g., nuts, bolts, construction materials, repair parts).

Facilities: Buildings or structures, in whole or in part, furnished by the Government and assigned to the Contractor for contract performance. All items of Real Property other than land.

Fair Wear and Tear: The loss or impairment of the appearance, effectiveness, worth, or utility of an item that has occurred solely because of the normal and customary use of the item for its intended purpose.

Federal Acquisition Regulation (FAR): A Federal regulation establishing uniform policies for acquisition by executive agencies.

Field Office Technical Guide (FOTG): Technical guides are the primary scientific references for NRCS. FOTGs contain technical information about the conservation of soil, water, air, and related plant and animal resources.

Fiscal Year (FY): The Government fiscal year begins every October 1st and ends the following September 30th. The fiscal year is designated by the calendar year in which it ends. For example, Fiscal Year 2003, abbreviated FY03, begins 1 Oct 2002 and ends 30 Sep 2003.

Functional Expert: An individual who has studied and digested the content of the governing publications associated with a specific NRCS function and is fully qualified to advise Landowners, producers, and community leaders.

Governing Publications: The complete range of Governmental guiding documents required to manage and perform functional work. Examples are public laws, regulations, pamphlets, circulars, messages, and memoranda.

Government: The term Government as used herein includes the Contracting Officer, the COR and other designated representatives.

Government-Furnished Equipment (GFE): A term used in this Contract to mean equipment in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

Government-Furnished Facilities (GFF): A term used in this Contract to mean facilities, buildings or structures, in whole or in part, furnished by the Government and assigned to the Contractor for contract performance. All items of Real Property other than land.

Government-Furnished Property (GFP): A term used in this Contract to mean property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

Government or NRCS-Unique Training: Training deemed necessary for performance of a Government or NRCS contract that is available only through Government or USDA schools, seminars, or conferences.

Government-Owned Property: A term used in this contract to mean property owned by or leased to the Government or acquired under the terms of the contract, and subsequently delivered to the Contractor for use by supported customers or on equipment of supported customers.

Government Publications: Publications adopted or published by the agencies of the United States Government.

Government Representative (GR): The Contracting Officer (CO), Contracting Officer's Technical Representative (COR), Property Administrator, and Quality Assurance Evaluators (QAE) or as appointed by the Contracting Officer. In most cases the Easement Support Specialist serves as the GR in the local NRCS office.

Herein: The word "herein" as used in this Contract shall mean "in the Contract".

His: The word "his", as used in this Contract, is intended to mean his or her in a generic sense. It is not intended to denote gender.

Input: Information transferred into the internal storage of data processing system, representing data to be processed for information to help control the process.

Inspect: Determination and identification of the condition, defects, or malfunctions of equipment, facilities, and systems with reference to established standards.

Instruct: To teach, inform, order, or direct.

Internet: A network connecting other networks, a large network of this type that covers the United States and extends to Canada, Europe and Asia, providing connectivity to databases at Governments, Universities, Corporate networks and hosts.

Invalid: Not having legal force, evidence or sound reasoning.

Inventory: The collection, assemblage, interpretation, and analysis of natural resource data for planning or other purposes.

Landowner: The legal holder of the property deed whether single or multiple persons.

Maintenance: The recurring day-to-day, periodic, or work to repair or maintain equipment, structures, and systems in a specified condition, or to restore systems or components to initial or usable condition by overcoming the effects of deterioration, wear and tear, damage or deterioration.

Material: Property that may be incorporated into or attached to an end item that may be consumed or expended in performance of work. It includes, but not limited to, clothing, raw and processed material parts, components, and installed equipment, and assemblies. The term includes small tools and supplies that may be consumed in normal use in performance of work.

May: Is permissive. However, the words "no person may…" mean that no person is required, authorized, or permitted to do the act described.

Offer: A response to a solicitation that, if accepted, would bind the offerer to perform the resultant contract. Responses to invitations for bids (sealed bidding) are offers called "bids" or "sealed bids;" responses to requests for proposals (negotiation) are offers called "proposals;" responses to requests for quotations (negotiation) are not offers and are called "quotes." (See FAR 2.101.)

On-Site: Services, investigation, analysis, and inspection performed at a customer's location.

Reports and Deliverable (RD): Data required to be submitted by the Contractor to the Government. A proper and correct submission of a RD is evidenced by the following criteria: completeness, accuracy of data, preparation in accordance with applicable mandatory publication or other prescribing document, signature or initials by the certifying official or area supervisor, and correct and timely turn-in or distribution.

Performance Requirements Summary (PRS): The PRS shows some contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement, the standard of performance, and the maximum allowable defect rate (MADR) for each work requirement.

Performance Work Statement (PWS): The PWS consists of the definitive or descriptive words identifying the subject matter of the contract referred to as the specifications or work statement.

Physical Inventory: Manually counting items located within an area, usually in a stockroom or warehouse.

Policy: A rule that governs the manner of performance.

Practice: An NRCS conservation practice as described in the Field Office Technical Guides.

Procedure: The step-by-step method or way that the policy or plan is to be carried out.

Process: A series of actions or operations that achieve an end or result.

Producer: Person(s) operating the land and making day-to-day decisions on the use of the land. May be operating multiple land parcels belonging to different landowners. Person(s) may be a land user or operator operating the land under a lease from the landowner. Based upon location may be referred to as a farmer, rancher, or producer. May or may not be operating the land for profit.

Project Manager: The single person responsible for the execution of the Contract responding to the Contracting Officer. The Project Manager may or may not be co-located with immediate project work site and may manage the Contract from a remote location i.e., corporate headquarters or regional office depending upon the scope of the Contract work.

Property: Terms "Real Property", "Government Property", and "Property" include all property under control of the USDA. Property includes, but not limited to, land, facilities, equipment, supplies, parts and accessories thereto, and alteration or installation of any of the foregoing. Not included is property accounted for and owned by a non-appropriated fund activity.

Provide: As related to a specified Contractor responsibility, this word means that the Contractor shall furnish and install the item or furnish the service.

Qualified Person: One having adequate knowledge, and thoroughly conversant in the installation, construction or operation of apparatus or equipment and hazards involved. One who possesses knowledge, skill, and ability to competently, effectively, and safely accomplish a task.

Quality: The composite of attributes or characteristics, including performance of an item or product.

Quality Control Program (QCP): Contractor's system to control the equipment, systems or services so that they meet the requirements of the contract.

Quality Management: A planned and systematic pattern of actions necessary to provide confidence that material, data, supplies, services, and products conform to established technical requirements and achieve satisfactory performance.

Rancher: See Producer and Landowner.

Receiving: The process of planning for the arrival and the handling of inbound supplies.

Reject: A unit of product that is determined by quality control inspection to be unacceptable for its intended use. Service that is not accepted by the customer or Government and that payment may be withheld or for which services may be required to be reperformed.

Responsible Individual: A person entrusted with possession of, or supervision over Government property.

Responsibility: The obligation of an individual to ensure Government property and funds entrusted to his or her possession, command, or supervision are properly used and cared for and that proper custody and safekeeping are provided.

Roster: A list, or series of names and numbers.

Shall: Denotes the imperative.

Technical Bulletins (TB): Publications containing information, procedures, and techniques of a technical or professional nature relating to equipment and general subjects.

Test: Procedure of obtaining, examining, analyzing and evaluating data to determine conditions or verify performance capability.

Transmission: To pass or transfer from one place to another.

Troubleshoot: To act or be employed in resolving, diagnosing, discovering, and eliminating trouble in any flow of work or equipment.

Validated Complaint: A validated complaint is one in which the COR or QAE has verified that the facts of the complaint are correct. Otherwise, if there is no merit to the complaint, it is just an allegation.

Vendor: One person or entity who offers services or goods for money.

Will: The word "Will", when used in connection with a Government action, is used to express a declaration of purpose on the part of the Government.

C.3 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.3.1 GENERAL

There will be no government furnished property or services. Certain working materials such as maps, forms and documents will be provided as needed to accomplish the work.

C.4 CONTRACTOR-FURNISHED PROPERTY AND SERVICES.

C.4.1 GENERAL

The Contractor shall furnish all property necessary to perform this Contract that is not specifically identified as Government-Furnished in Section C.3 of this Contract. Such property includes, but not limited to, furnishings, supplies, tools, vehicles, and office automation equipment.

C.4.1.1 Removal of Contractor Property

Within five duty days after expiration or termination of this Contract, the Contractor shall remove all Contractor-owned vehicles, equipment, tools, furnishings, supplies, materials and other items from the facilities. The Government shall not be responsible for any Contractor owned property left after Contract expiration or termination. If the Contractor does not remove said property from the facility within the stated time, the Government will dispose of the property at the Contractor's expense.

C.4.2 EQUIPMENT

The Contractor shall furnish all equipment and material, including motor vehicles, Automated Data Processing Equipment (ADPE), and administrative equipment, not furnished by the Government but required for performance of work required under this Contract at Contract start date. Equipment condition shall not relieve the Contractor of any responsibility to provide services as required in this Contract. Tools and equipment acquired by the Contractor at Contractor cost to supplement those provided as Government-furnished shall remain the property of the Contractor upon expiration or termination of the Contract, except as otherwise specified herein.

C.4.2.1 Maintenance and Repair

The Contractor shall maintain all Contractor-furnished Equipment (CFE) in a safe and serviceable condition suitable for its intended use. The Contractor shall not use any Government owned tools, materials, or parts to maintain CFE without prior written approval of the COR. The Contractor shall repair inoperable and unserviceable Contractor-furnished equipment or items. The Contractor shall remove from the facility equipment that is not repaired within 30 calendar days. The Contractor may request an extension when the delay is due to long lead-time for a replacement part that the Contractor has on order.

C.4.3 SERVICES

C.4.3.1 Communication Services

The Contractor shall obtain those communication services required to perform work specified in this Contract that are not Government-furnished. Contractor communication services shall be subject to standard monitoring requirements of the Government communication networks.

C.4.3.2 Facility Area Maintenance

The Government-furnished facility operated by the Contractor shall be maintained to include, but not limited to, routine police for debris.

C.4.3.3 Personal Equipment

The Contractor shall provide all badges and personal safety equipment required for use under this Contract.

C.5 SPECIFIC WORK REQUIREMENTS

C.5.1 MANAGE WORK REQUIREMENTS

C.5.1.1 General Information

The Contractor shall complete the work identified in this Contract and as tasked by the COR to support the NRCS. ***The Contractor tasks consist of seedbed preparation, purchase of seed mixes, seeding, post-seeding establishment clippings, and their associated tasks. Generally implementing easement restoration plans of operations including the development, procurement, and implementation of vegetation seeding (herbaceous forbs and legumes) plans and wetland restoration plans.*** All forms of communication i.e. written, oral, email will be done in a professional manner.

C.5.1.2 Work Tasking Receipt and Documentation

The Contractor shall receive individual tasking from the designated COR for the assigned area. Each task shall be documented in a Contractor log with the task description; date assigned, and required task completion date. The Contractor log shall be available to the COR for review upon request. Where technical guidelines allow for different approaches in completion of a task, the COR may designate which approach will be used.

C.5.1.3 Work Tasking Approval & Authorities

Receipt of the task will constitute the notice to proceed with the individual task assignment.

C.5.1.4 Coordination and Scheduling

The Contractor shall coordinate and schedule all work tasked by the COR to ensure completion times are met and the Contractor shall schedule field work and visit with Landowners/Producers as necessary to complete all work with minimal inconvenience to the customers.

C.5.1.5 Work Task Reporting

The Contractor shall maintain a record of the progress of each task for review by the COR. The contractor shall provide a bi-weekly (every 2 weeks) task update to the COR that identifies the current status of each task to include the dates received and completed or percentage completed. The report shall identify problems encountered, recommended resolutions, and actions taken.

C.5.1.6 General Task Performance

The Contractor shall perform all work described in this Contract in a timely and quality manner. The Contractor shall perform quality control on all work performed and work will be monitored for Quality Assurance by the Government based upon the following criteria:

C.5.1.6.1 Timeliness of Work. The Contractor shall perform work described in this Contract within the time specified for the respective classification of work. The Contractor shall manage and schedule the work described to meet the NRCS requirements and time schedules. The Contractor shall complete work based upon the priorities and the completion times of tasks assigned.

C.5.1.6.2 Work Quality. The Contractor shall perform all work in a manner meeting or exceeding standards specified in this PWS. **Legal and technical criteria, procedures and data to be used in completing tasks under this contract will follow the items listed in section C.5.1.7.1.1 below.**

C.5.1.6.3 Work Efficiencies. The Contractor is expected to work in an efficient manner for all items of work specified. Contractor efforts and lack of efforts to manage work efficiencies will be part of the Governments Quality Assurance Program.

C.5.1.6.4 Work Coordination. The contractor shall coordinate work scheduled and in-progress with the designated local COR. Coordination shall include contact information during periods of field work performance.

C.5.1.6.5 Customer Approach. The Contractor shall coordinate, schedule, and complete all work with minimal disruption and inconvenience to the NRCS customer. The Contractor shall adjust approach as necessary when working with confrontational clients or controversial issues. The Contractor shall notify the Government Representative in a timely manner when a confrontational problem arises, to determine appropriate actions to be taken.

C.5.1.7 Tasks

C.5.1.7.1 Tasks

C.5.1.7.1.1 Easement Restoration Plan of Operations Implementation

This is an overview of Deliverables. All Deliverables will be completed in accordance with the current versions of the following documents:

- Site specific Wetland Reserve Plan of Operations (WRPO)
- Agricultural Conservation Easement Program (ACEP) Manual, Subparts N, O, and P
- Standard Seed Mixes ("Seed Mixes 2018 and Newer Version 3.0.xlsx")
- Field Office Technical Guide SD, Section 4 – Practice Standards and Supporting Documents, Conservation Practice Standards & Support Documents, Herbaceous Weed Control (315)
- Field Office Technical Guide SD, Section 4 – Practice Standards and Supporting Documents, Conservation Practice Standards & Support Documents, Restoration and Management of Rare and Declining Habitats (643)
- Field Office Technical Guide SD, Section 1 – General Resource Reference, All Technical Notes, Range, i Range, Range Technical Note Number 4
- Field Office Technical Guide SD, Section 1 – General Resource Reference, All Technical Notes, b. Biology, Biology Technical Note Number 16
- Field Office Technical Guide SD, Section 2 – Natural and Cultural Resources Information, Statewide Soil and Site Information, 2. Rangeland…Interpretations, a. Ecological Site Description information.

The contractor is responsible for the following:

- Utilizing the various "Standard Seed Mixes" for the appropriate ecological site(s) found in the Excel Workbook titled "Seed Mixes 2018 and Newer Version 3.0.xlsx" or newer.
- If necessary, modify the "Standard Seed Mixes" to fit other ecological sites. The proposed modifications must be approved by the NRCS State Office (COR).
- Ordering, purchasing, and installing NRCS approved seed mixes.
- **Following the two SD NRCS Easement Seedbed Preparation Fact Sheets.**
- Successful vegetation stand establishment (according to NRCS requirements).
- **Seedbed preparation includes individual rock and debris removal to facilitate the proper seedbed** (but not items identified as Obstruction Removal on the plan map).
- Pre/Post emergence weed control (herbicide, mowing/clipping, etc.) through establishment period.
- Coordinate all activities with the COR and always work with the designated NRCS (ESS).
- Schedule all site visits and/or practice installation (e.g. seedbed preparation, pre- and post-emergence weed control, seeding, follow-up) through the COR.

Deliverables:

The NRCS representative will determine to what extent easement holder coordination will need to occur. If the contractor is denied access by the landowner/operator, then the contractor is to immediately document and report the denied access occurrence to the COR.

For all work tasks, the contractor shall provide before, during, and after photo documentation of work tasks (e.g. pictures of seeding, seedbed preparation, etc.) and description of what work is performed, including by whom, date, and acres, on each job to the government. Additionally, the contractor shall provide GPS generated maps documenting quantity of work task performed (e.g. seeding map from tractor showing the acres seeded, spraying map from sprayer showing the acres sprayed), as applicable.

A. Vegetation Mix Selection, Procurement, Installation, and Establishment

Task A1: Restoration Site Selection

The NRCS shall provide the contractor with the WRPO, WRPO map, and the designated NRCS representative's (Easement Support Specialist) recommendation concerning easement restoration. The contractor shall review the easement property, conduct field visits, and otherwise confirm which areas of the easement are proposed for restoration. If, in the contractor's professional opinion, the WRPO seeding plan should be modified then the contractor shall notify the COR for resolution.

Task A2: Vegetation Mix Selection

The NRCS shall provide the contractor the "Standard Seed Mix" file (the Excel Workbook titled "Seed Mixes 2018 and Newer Version 3.0.xlsx" or newer) containing the approved easement seed mixes (both wetlands and uplands).

- The contractor shall select the "Standard Seed Mix" appropriate to the Major Land Resource Area (MLRA) for the land's location.
- The contractor shall select one or more of the NRCS approved mixes appropriate for the project locations (e.g. upland, wetland, etc.).
- The contractor shall coordinate the selection of the seed mixes with the COR.
- The contractor shall apply the appropriate seed mix to the seeding areas identified on the plan map to determine mix quantities.

Task A3: Seed Mix Procurement

The contractor is responsible for the cost and purchase of all NRCS approved seed mixes.

- The contractor shall purchase the seed mix quantities based on Task 2.
- **The contractor shall provide clear and legible seed tag(s)/invoice/bill demonstrating seed mix meets all seed requirements, including seed test date.**
- The contractor shall meet the "Seed Requirements" section of Range Technical Note Number 4.
- The seed mixes include plant scientific nomenclature, all procurements (seed tags) shall be based on scientific name not common name. Any purchase of plant materials by common name is strictly forbidden and shall not be reimbursed.
- If plant materials are out of stock or a species substitution is otherwise recommended, then the contractor shall consult the COR for approved species substitutions. All species must be native to South Dakota.
- Origin of nonvarietal ('common') native grass seed is limited to North Dakota (ND), SD, Nebraska (NE), Montana (MT), Wyoming (WY), Minnesota (MN), and Iowa (IA).
- Nonvarietal ('common') native forbs will originate or be grown in ND, SD, NE, MT, WY, MN, IA, Idaho (ID), Washington (WA), Oregon (OR), Wisconsin (WI) in the United States and Alberta (AB), British Columbia (BC), Manitoba (MB), Ontario (ON), and Saskatchewan (SK), Canada.

Task A4: Installation (Seedbed Preparation and Seeding)
The contractor shall conduct the following minimum number of site visits, as determined for each job, for seedbed preparation and seeding (the actual number of trips will vary based on the contractor's equipment, staffing, and logistical setup):

- Chemical Seedbed Preparation – 4 site visits (Initial day, spray day, verification day(s)).
- Mechanical Seedbed Preparation – 3 site visits (Initial day, work day 1, work day 2).
- Seeding Operation – 3 site visits (Initial day, seed day 1, seed day 2).

The contractor shall follow most current version of Range Technical Note Number 4, Perennial Vegetation Establishment Guide, (RTN 4) for all aspects of upland vegetation installation. The contractor shall follow Biology Technical Note Number 16, Wetland Vegetation Establishment, for all aspects of wetland vegetation installation.

A. **Seedbed Preparation**
   - The contractor shall provide a firm seedbed so the seed is placed at the desired depth.
     - The seedbed shall be firm enough so that the boot heel of an average adult penetrates the soil to a depth of approximately ½ inch.
   - The contractor shall provide a seedbed is relatively level such that any uneven terrain does not inhibit good seed drill contact and seed placement.
     - Ensure the seedbed is free of clods and old grass clumps, and plant residue that may inhibit good seed drill contact and seed placement.
     - Ensure the seedbed is free of any rocks or debris on or near the soil surface may inhibit good seed drill contact and seed placement and/or damage seeding and seedbed preparation equipment.
     - Ensure the seedbed is weed free (e.g. actively growing plants are timely chemically treated with appropriate herbicide(s) and killed).

Seedbed Mechanical Treatments and Chemical Treatments and Timing –
The government provides the unit effort (e.g. 4 mechanical treatments and 4 chemical treatments) during the costing and plan development. The exact timing of the treatments for an individual job cannot be determined until the issuance of the Task Order (date). The contractor shall not deviate from these Options **without the expressed written approval (e.g. email) from the COR far enough ahead of time to prevent potential timing issues**.

- For sites that the government identifies as "Crop Residue Sites", the contractor shall select one of the following options:

Option 1 No Odd Areas
Year 1:
1. Mechanical Treatment 1(MT1) – Clip/stalk chop excess crop residue. Clip tall weeds.

2. Mechanical Treatment 2 (MT2) – Remove corn stalk matts or any other debris, fill in ruts reducing good seed to soil contact.

3. Chemical Treatment 1 (CT1) – spring, when herbicide is effective. Use non-selective herbicide at full label rate.

4. Chemical Treatment 2 (CT2) – late fall when herbicide is effective. Use non-selective herbicide at full label rate.

5. Mechanical Treatment 3 (MT3) – Roll if necessary.

Year 2:
Spring Seeding – early as possible after thaw

Option 2 With Odd Areas

Year 1:

1. Mechanical Treatment 1 (MT1) – clip odd areas (fence lines, corners, non-cropped areas). Clip/stalk chop excess crop residue. Clip tall weeds.

2. Mechanical Treatment 2 (MT2)
– Remove corn stalk matts or any other debris, fill in ruts reducing good seed to soil contact.

3. Chemical Treatment 1 (CT1) – spring, when herbicide is effective. Use non-selective herbicide at full label rate. Ensure all "odd areas" are sprayed as well.

4. Chemical Treatment 2 (CT2) – late fall when herbicide is effective. Use non-selective herbicide at full label rate. Ensure all "odd areas" are sprayed as well.

5. Mechanical Treatment 3 (MT3) – Roll if necessary

Year 2:
Spring Seeding – early as possible after thaw.

- For sites that the government identifies as "Sod Sites", the contractor shall select one of the following options:

Option 1

Year 1:

1. Vegetation removal to allow Mechanical Treatment 1. Contractor coordinates this with the Landowner, there is no funding for this unit effort.

Year 2:

1. Mechanical Treatment 1 (MT1) – heavy disc or chisel, after spring thaw but when drier.

2. Mechanical Treatment 2 (MT2) – heavy disc, 2-5 days after MT1, dirt clumps dried.

3. Chemical Treatment 1 (CT1) – when herbicide is effective. Use selective post emergence herbicide for control of annual & perennial grass.

4. Chemical Treatment 2 (CT2) – late fall during cool season active growing period.

Year 3:

1. Mechanical Treatment 3 (MT3) – disc far enough ahead of CT3 to be effective.

2. Chemical Treatment 3 (CT3) – nonselective, late spring during active growing season, before 6/30.

3. Mechanical Treatment 4 (MT4) – Roll.

4. **OR**, Mechanical Treatment 3- 4 A - if no need for MT3 and MT4 then mow annual weeds.

5. Chemical Treatment 4 (CT4)– fall during cool season growing period.

Year 4:
Spring Seeding – early as possible after thaw.

Option 2
Year 1:
1. Vegetation removal to allow Chemical Treatment 1. Hay (bale & remove). Contractor coordinates this with the Landowner, there is no funding for this unit effort.

2. Chemical Treatment 1 (CT1) – fall after vegetation removal, ensure a minimum of 4" regrowth. Use selective postemergence herbicide for control of annual & perennial grass.

Year 2:
1. Chemical Treatment 2 (CT2) – when herbicide is effective. Use nonselective herbicide at full label rate.

2. Mechanical Treatment 1 (MT1) – heavy disc or chisel, after CT2 has sufficient time to work.

3. Mechanical Treatment 2 (MT2) – heavy disc, vertical tillage with baskets, or rototill to break up remaining sod clumps, 1-2 weeks after MT1.

4. Mechanical Treatment 3 (MT3)– disc far enough ahead of CT3 to be effective.

5. Chemical Treatment 3 (CT3) – late fall during cool season active growing period.

6. Mechanical Treatment 4 (MT4) – Roll.

7. **OR**, Mechanical Treatment 3-4 A - if no need for MT3 and MT4 then mow annual weeds.

Year 3:
1. Chemical Treatment 4 (CT4) – spring prior to seeding.

2. Spring Seeding – early as possible after thaw and CT4

Option 3 – For Shallow, Gravel, Sandy, steep Sites

Year 1:
1. Vegetation removal to allow Mechanical Treatment 1. Hay (bale & remove). Contractor coordinates this with the Landowner, there is no funding for this unit effort.

Year 2:
1. Mechanical Treatment 1 (MT1) – disc, after spring thaw but when drier.

2. Mechanical Treatment 2 (MT2) – light disc, 2-5 days after MT1, dirt clumps dried.

3. Mechanical Treatment 3 (MT3) – Roll

4. Chemical Treatment 1 (CT1) – when herbicide is effective. Use selective post emergence herbicide for control of annual & perennial grass.

5. Chemical Treatment 2 (CT2) – late fall during cool season active growing period.

Year 3:
1. Chemical Treatment 3 (CT3) – nonselective, late
spring during active growing season, before 6/30.

2. Mechanical Treatment 4 (MT4)- mow annual weeds.

3. Chemical Treatment 4 (CT4)– fall during cool season growing period.

Year 4:
Spring Seeding – early as possible after thaw

B. **Seeding Dates** – The contractor shall seed the warm/cool season mix either in early spring prior to May 15, or November 1 (dormant) to spring thaw, see RTN 4 for additional dormant season requirements if that method is approved in writing by the COR. The Border Mix may have different allowable dates.

C. **Equipment** – the contractor shall use common native grass-seeding equipment (e.g. warm season grass drill) with seed boxes having the capability of seeding chaffy or awned grasses. The seeding equipment will be appropriately calibrated for the native grass/forb seeding. The drill must be properly calibrated such that the seed is not planted too deep.

Haying activities produce bales that can either be sold or otherwise utilized by the landowner. This contract does not cover the costs of haying including but not limited to cutting, raking, baling, stacking, loading, unloading, hauling, etc. However, the contractor is required to coordinate haying efforts with the Landowner to effectively implement the seedbed preparation activities.

Task A5: Establishment

The contractor is responsible for vegetation stand establishment during the entire establishment period. **The vegetation establishment period is two (2) full growing seasons after seeding. The contractor shall conduct at least 2 site visits (reconnaissance day, clip day) for each clipping task, as determined for each job.**

- The contractor shall clip weeds when 8-10 inches tall.
- The contractor shall control weeds that compete with sown seedlings for sunlight and/or moisture during the growing season of the stand establishment period.
- The first weed control operation is needed early in seedling development or prior to weed seed maturity. Properly timed clippings are critical.
- Repeat weed control operations during the growing season.
- **The contract shall always complete the first 2 clippings in full (e.g. Year 1 – Clip 1, Year 1 – Clip 2, Year 2 – Clip 1).**
- Should the contractor observe a clipping may not be necessary, or clip acres reduced (because of good stand growth and no/little weed pressure) then the contractor must obtain **expressed written approval (e.g. email) from the COR prior to the date when the clipping would otherwise be timely implemented.**
- Noxious weeds must be controlled in accordance with state law.
- Competitive weeds must be controlled either mechanically or chemically or by a combination of these methods.

<u>Mechanical.</u>

- The contractor shall control competitive weeds by clipping or mowing.
- Adjust the equipment to cut above the new (planted) seedlings (above the growing points of the grasses and forbs) and clip before the weeds set seed.
- The contractor shall promptly remove the clippings from the field when the clippings are dense enough to smother the new seedlings,

<u>Chemical.</u>

- The contractor shall select and apply appropriate herbicide(s) that do not cause stand failure and follow the manufacturer's label.
- The best control will generally be obtained when weeds are in the early stages of growth.
- Precautions should be taken to ensure that forb and grass seedlings are not injured by the selected herbicide(s).

Stand failure during the establishment period – The contractor is responsible for stand failure during the stand establishment period. If the NRCS determines the stand has failed due to improper seedbed preparation or seed installation then the contractor shall redo Task A3 and Task A4 above.

MEETINGS and SITE VISITS

The contractor shall coordinate with the designated NRCS representative continuously throughout the process. For each easement area, the contractor shall conduct at least one (1) site visit during the design phase of the project and will be onsite to install all practices and expected to meet with the NRCS and easement holder during the installation period.

The contractor shall conduct annual site visits to all seeded fields for two (2) full growing seasons after seeding to ensure stand establishment. The contractor shall provide written reports to the COR regarding stand establishment. If the NRCS determines the stand failed during the stand establishment period then additional site visits/meetings are required.

PROJECT SCHEDULE

Each schedule is based on the issuance of a Notice to Proceed (NTP) or issuance of task order(s) which each will have a specific period of performance. The term "days" refers to federal business days. The schedule below contains the general milestones for initiating tasks and submitting deliverables, if applicable. Contractor deliverable delays (schedule slippage) are allowed for adverse weather conditions delaying installation.

The contractor is required to attend the project kickoff meeting after the NTP is issued.

Milestone	Action
NTP + 2 days	Project kickoff meeting – NRCS State Office, Huron, SD
NTP + 10 days	Contractor coordinates and finalizes site visit schedule for all easements, with NRCS
NTP + 20 days	Contractor completes initial site visits to all easements
NTP + 120 days	Contractor submits any seed mix change recommendations
NTP + 150 days	NRCS reviews seed mix change recommendations and approves as appropriate
NTP + 160 days	Contractor orders/purchases seed mixes
NTP + 365 days + 365 days	Contractor completes all seedbed preparation and seeding
NTP + 365 days + 365 days	NRCS inspects all installed vegetation practices
NTP + 365 days plus	Contractor completes remaining tasks on sites delayed due to weather and/or site conditions
Seeding + 1 year	Stand Establishment Maintenance (2 mechanical treatments) Year 1
Seeding + 2 year	Stand Establishment Maintenance (2 mechanical treatments) Year 2

SUBMITTAL ADDRESS:

TBD at contract award.

C.6 TECHNICAL REFERENCE LIBRARY

C.6.2 PUBLICATIONS

Field Office Technical Guides South Dakota | Field Office Technical Guide | NRCS - USDA

C.7 TECHNICAL EXHIBITS

Technical Exhibit 1.3-001 Contractor Personnel Qualifications

Technical Exhibit 1.3-002 Non-disclosure Statement

Technical Exhibit 1.7-001 Performance Requirements Summary

C.8 REPORTS AND DELIVERABLES LIST

RD	PWS Paragraph	RD Title	Format	Required Date	Frequency	Distribution	Remarks
103R001	C.1.3.3	Subcontractor List	Written	Contract/task order start date and at least two duty days before any change.	Contract Start and As required	Contracting Officer	The list shall include company names, contact names, addresses, and telephone numbers.
103R002	C.1.3.5	Employee Roster	Written	1st: At least ten calendar days prior to the Contract/task order start date. Subsequent: Within one duty day following a change.	As Required	COR	The Roster shall list by service area, employees and their job titles, and required clearances.
104R001	C.1.4.2.3	Inspection/Visit Report	Written	By close of business on the next duty day following completion of an inspection or visit.	As Required	COR	Contractor's format. This shall include the names, identification numbers, agency of the inspector, reason for visit, and any remarks made during the visit.
105R001	C.1.5.1.3.1	Accident Reporting	Written	1st: Written report within four hours of occurrence. Subsequent: Written follow-up report within three duty days. Serious accidents reported as soon as possible.	As Required	COR	Comply with OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents.
105R002	C.1.5.1.3.2	Third Party Accident Claims	Written	Within one duty day after the initiation of the claim.	As Required	Contracting Officer, COR	Contractor's format.
106R001	C.1.6.2.4	Contract Discrepancy Report (CDR) Response	Written	Within 10 calendar days from the date of the CDR.	As Required	COR, QAE	Contractor's format. The CDR shall give the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

RD	PWS Paragraph	RD Title	Format	Required Date	Frequency	Distribution	Remarks
106R002	C.1.6.3.1	Changes to Processes	Written	NLT one duty day prior to the suspense date established by the COR	As Required	COR	Contractor's format
501R001	C.5.1.5	Bi-weekly (every 2 weeks) Task Report	Written	NLT 5th working day of each 2 week period	Bi-weekly, or as otherwise directed by COR	COR	Contractor's format based on CORs progress tracking spreadsheet.

TECHNICAL EXHIBIT 1.3-001

CONTRACTOR EMPLOYEE QUALIFICATIONS

All Contractor personnel shall be fully qualified to perform the work to which they are assigned under this Contract prior to Contract start date or specialized task assignment.

The Contractor must demonstrate basic knowledge of mechanical and chemical seedbed preparation including, but not limited to, preparation techniques and proper timing; native seeding mixes; native seedings, including but not limited to, drill calibration, seeding rates, seeding timing and proper seed placement; and post seeding stand establishment including, but not limited to, proper timing and approximate proper height.

In addition to the above, the Contractor shall provide a Project Manager with:

- A minimum of 2 years of field experience installing native grass and native forb seeding.

TECHNICAL EXHIBIT 1.3-002

NON-DISCLOSURE STATEMENT

I recognize that in the performance of this contract I will have access to sensitive and confidential information concerning the United States Government and individual citizens who are clients of the United States Department of Agriculture.

I recognize that some of this information is potentially protected by laws such as the Privacy Act and the Freedom of Information Act.

I will not release or cause to be released any information to anyone other than an authorized representative of the United States Government or an individual citizen being provided services under this contract without the prior approval of the Contracting Officer or Contracting Officers Technical Representative.

I recognize that unauthorized disclosure of protected information could subject me to criminal and/or civil penalties.

_____ _____

Contractor or Contractor Employee Date

TECHNICAL EXHIBIT 1.7-001

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY (PRS). The rights of the Government and remedies described in this PRS, which is a part of the contract, are in addition to other rights and remedies set forth in the contract. Specifically, the Government reserves their contractual rights under the Inspection of Services Clause and Default Clause. For services not included in the PRS, government quality assurance actions and remedies applied against deficiencies found during surveillance will be IAW the provisions of the Inspection of Services Clause. The purpose of this TE is to define performance evaluation and payment procedures. The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the Inspection of Services Clause and the Default Clause. This PRS:

- Lists (see column 1) those PWS required services, which are key performance indicators of the functions in this PWS. This column contains a brief summary of each required service to be provided by the SP and monitored by the Government.
- Lists (see column 2) the paragraph number(s) of the PWS that specify each required service.
- Lists (see column 3 and 4) the standard of performance by which the Government will measure contract performance. These standards are measurable and described in terms of quality and timeliness, so that distinction can be made between satisfactory and unsatisfactory performance.
- Shows (see column 5) the maximum allowable degree of Acceptable Level of Performance (ALP), from perfect performance, for each listed service that will be allowed by the Contractor.
- Describes (see column 6) the various methods of surveillance the Government will use to ensure the Contractor meets the standards at column 4.

Performance Requirements Summary

REQUIRED SERVICE	PARA	STANDARD	STANDARDS OF PERFORMANCE	ALP	METHOD OF SURVEILLANCE	Negative Incentive	Positive Incentive
All Tasks in Paragraph C.5.1.7	C.5.1.7	Timeliness	Task completed by scheduled due date 90 percent of the time.	10%	100% sampling	Poor performance evaluation	Good performance evaluation
		Quality	At least 99 percent of sampled data collections do not have a serious deficiency.	1%	100% Sampling	Rework at no additional cost to the government	Good performance evaluation

Final payment will be based a final product accuracy rate of 99%.