Ex. 1

Contents

Section 2	2 – Clauses and Contract Administration	4
I. CLA	AUSES	4
	203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality reements (DEVIATION 2015-02) (FEB 2015)	4
52.2	217-8 Option to Extend Services. (Nov 1999)	4
52.2	217-9 Option to Extend the Term of the Contract. (Mar 2000)	5
AU'	THORITIES AND DELEGATIONS (SEP 2011)	5
	ECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING ATFORM (April 2013)	6
CO	NTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)	7
MIN	NIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JANUARY 2015)	8
II. CO	NTRACT ADMINISTRATION	14
A.	GSA FEDERAL SUPPLY SCHEDULE	14
B.	PERIOD OF PERFORMANCE	14
C.	PLACE OF PERFORMANCE	14
D.	MODIFICATIONS	14
F.	PAYMENT	15
G.	CONTACTS	16
H.	ADDITIONAL REQUIREMENTS	16
1.	Variation in Mileages - Overages	16
2	Traval	16

Section 2 – Clauses and Contract Administration

I. CLAUSES

52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02) (FEB 2015)

- (a) The contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

52.217-8 Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 calendar days prior to its expiration.

(End of clause)

52.217-9: This clause may be used in the BPA Calls when appropriate.

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

AUTHORITIES AND DELEGATIONS (SEP 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories

defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

[76 FR 50142, Aug. 12, 2011]

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice per Section II Contract Administration, F. Payments (page 5):

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the

IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Template)

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without

comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

- (f) The following guidelines apply concerning your use of the past performance evaluation:
- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JANUARY 2015)

(a) Definitions. As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

- (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
- (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
- (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,
- (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (b) Executive Order Minimum Wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

The applicable published E.O. minimum wage is incorporated by reference into this contract.

- (3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
- (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
- (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker:
- (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
- (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
- (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

- (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
- (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
- (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- (e) *Payroll Records*. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.
- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the

Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- (j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

II. CONTRACT ADMINISTRATION

A. GSA FEDERAL SUPPLY SCHEDULE

This BPA is subject to the terms and conditions of the contractor's GSA Federal Supply Schedule contract under the Schedule 899-1 for Environmental Services.

B. PERIOD OF PERFORMANCE

This BPA will be issued for a period of five (5) years. The period of performance for the BPA calls will be established with each call.

C. PLACE OF PERFORMANCE

The place of performance for BPA calls may be in any of the Western BLM states. These include: Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. The specific place of performance will be identified with each BPA call.

D. MODIFICATIONS

- 1. This BPA or BPA calls may be modified provided the changes are within the scope of the BPA and are subject to bilateral agreement.
- 2. If a change is needed, the contractor will be requested to provide a quote for the change. The quote must address the work is being removed and what work is being added. The quote must be based on the original price and the discounted GSA rates established at the time of award and show the detail to arrive at the revised price. The change will be issued as a firm fixed price modification.
- 3. Modifications to BPA call will be discounted at a rate equal or greater than the discounted quoted in the response to the original BPA.

E. ISSUANCE OF BPA CALLS

- 1. Each BPA holder will be provided a fair opportunity to be considered for each BPA Call (order) that exceeds the micro-purchase threshold. An order may consist of one or more Tasks.
- 2. The initial solicitation pre-competed the potential tasks for the initial 12 months. The fair opportunity requirement was satisfied with the BPA solicitation and award. If and when during the first 12 months of the BPA, any of these tasks are

- determined to be needed by the BLM and funding has been secured, they shall be awarded based on the original pre-competition pricing. They may be awarded by the project or by the individual task.
- 3. Projects and/or tasks not on the original pre-competition list shall be competed within the BPA holders.
- 4. Following the expiration of the initial 12 months, all projects and/or tasks not awarded must then be competed within the BPA holders prior to an award.
- 5. The request for a quote will be issued via email to each BPA holder. The BPA holder will be required to submit a response within ten (10) calendar days unless stated otherwise in the request.
- 6. To the maximum extent possible, the contractor is encouraged to research the site prior to the submission of the BPA call pricing.
- 7. BPA Calls shall be subject to the terms and conditions of this BPA and the vendor's GSA Federal Supply Schedule.
- 8. Special requirements, when needed, will be specified per BPA Call. These requirements are not included in the standard Task requirements.
- 9. Each request will contain:
 - a) Description of the project, to include miles.
 - b) Tasks to be completed.
 - c) Any applicable special requirements.
 - d) Project location.
 - e) Period of performance.
 - f) Maps.
 - g) Any other pertinent information.
- 10. The evaluation of quotes may be based on one or more of the following:
 - a) Technical this would typically include any special requirements or qualifications that would be specific to this project or area.
 - b) Price total firm fixed price per task included in the BPA call.
 - c) Price per mile for the overage rate.
 - d) GSA Schedule labor rates and discount.
 - e) Past performance with BPA calls under this BPA.

F. PAYMENT

- 1. The services for BPA calls will be firm fixed price by Task within each BPA call.
- 2. Payments may be made by Task or Deliverable within the BPA call.
- 3. A copy of each invoice must be attached to the IPP invoice submission (electronic) and also emailed to the BPA call COR.
- 4. Final payment may be made per Task once the Task is completed, accepted and upon submission of an acceptable invoice.
- 5. Any proposed changes to this schedule must be approved by the Contracting Officer (CO).

G. CONTACTS

For the BLM:

Contracting Officer Michelle Elliott Contracting Officer 303-236-6402 melliott@blm.gov

Bureau of Land Management Denver Federal Center, Building 50 OC-663 P.O. Box 25407 Denver, CO 80225-0047

Contracting Officer's Representative: TBD

For the Contractor: TBD

H. ADDITIONAL REQUIREMENTS

- 1. Variation in Mileages Overages
 - a) The mileages in the BPA calls in most cases are estimates and should be very close to the actual miles. The firm fixed price of each call includes a 10% variation.
 - b) However, if the miles in a given BPA call will exceed 10% of the estimate, the Contractor may request an adjustment to the total price and may be paid an additional amount for miles in excess of 10% over the estimate.
 - c) This request must be <u>in advance</u> of the performance of any additional work (defined as over the 10% of the estimate for the BPA call) and is at the discretion of the BLM to approve.
 - d) If approved, a bilateral modification must be executed prior to the performance of the additional work.

2. Travel

- a) Any travel costs are to be included in the fixed price BPA and BPA call pricing. The Contractor shall bear all travel expenses related to this BPA.
- b) Travel costs are subject to the Federal Travel Regulation (FTR). The electronic FTR is available at ecfr.gpoaccess.gov/.
- 3. Special Requirements

Specific special requirements that are task specific will be identified on the BPA Call. The pricing will be included in the fixed price per project or Call.

PERFORMANCE WORK STATEMENT

ROUTE INVENTORY, EVALUATION AND PLANNING FOR TRAVEL AND TRANSPORTATION PLANNING

DEPARTMENT OF THE INTERIOR
THE BUREAU OF LAND MANAGEMENT

TABLE OF CONTENTS

1. Section I General Information	3
1.1 Background	3
1.2 Scope	4
1.3 Quality Control	4
1.4 Format	6
Section 2 Definitions/Acronyms	7
Section 3 Government-Furnished Items and Services	9
Section 4 Contractor-Furnished Items and Services	10
4.1 The Contractor's General Responsibilities	10
4.2 Contractor-furnished Services	11
4.3 Deliverables	14
Section 5 Tasks	
5.1 Task 1 – ROUTE INVENTORY	15
5.2 Task 2 – ROUTE EVALUATION	19
5.3 Task 3 – Travel Management Plan	23
Section 6 Applicable Publications and Forms	
Section 7 Technical Exhibits	
<u>Technical Exhibit 1 Table of Deliverables</u>	31
Technical Exhibit 2 Performance Requirements Summary (PRS)	35

1. Section I General Information

The BLM is applying a route evaluation protocol that is currently utilized bureau-wide in its land use planning process as part of its comprehensive travel and transportation management planning (TTMP). It is a process that has been utilized to evaluate over 100,000 (out of an estimated total of 500,000+) miles of routes in the BLM's system of Public Lands over the past 10 years. The BLM is committed to a consistent process for analyzing its route network. There are various inventory and planning activities closely related to the effective management of the BLM's travel network.

The BLM is required to identify route designations, develop travel networks, and complete comprehensive travel and transportation plans as part of their land use planning. These plans ensure that the public lands are managed in accordance with the intent of Congress as stated in the Federal Land Policy and Management Act (FLPMA) (43 U.S.C. 1701 et seq.), under the principles of multiple use and sustained yield.

1.1 Background

Resource Management Plans (RMP) are completed or nearing completion in the majority of the BLM Districts/Field Offices. Additionally, implementation level plans, or TMP, continue to be developed in the BLM Districts/Field Offices, within various Travel Management Areas (TMAs), which are geographical sub zones. Area allocations in the RMP level of planning are determined to be "open, closed, and limited" to off-road vehicles according to the BLM regulations (43 CFR 8340, et seq.). The specific route designations within those area allocations are implementation-level decisions. The BLM requires that the administrative record of a TMP include a database that documents the analytical process of evaluating its travel network. Documentation of this process fulfills a regulatory requirement under the 43 CFR 8340 regulations. Currently, 25% of the BLM's transportation system is evaluated. Approximately 20% of these lands are covered by TMPs. TMPs are the process by which the BLM completes its route designation process.

Courts have ruled that Federal land management agencies, including the BLM, must intensively document its route analytical and data collection process in a detailed manner. The BLM needs to utilize a route evaluation process that documents the analytical process in compliance with 43 CFR 8342.1.

The BLM must apply a systematic route evaluation process (known hereafter as "process") for travel management. The contractor will apply software that adequately documents the route inventory and or evaluation and planning processes. Software has been used for the collection and organization of route data, options criteria and area overview information, as well as other activities such as reporting and data analysis. This information will allow the BLM to identify route designations and develop travel networks as part of land use planning. Process software from the contractor will compile the

administrative records, as necessary, in accordance with court orders. Process has been utilized thus far to evaluate and analyze the BLM transportation network in various states.

1.2 Scope

This Performance Work Statement (PWS) covers three (3) tasks, the route inventory, evaluation process, and TMP. The BPA calls may include one or more of the three tasks

The work of this BPA and subsequent BPA call is to provide transportation linear feature inventory and evaluation (including planning) services necessary to update and complete, Comprehensive Travel and Transportation Management Plans (CTTMPs). The Contractor will conduct comprehensive travel route inventories, prepare comprehensive route evaluations, and/or prepare the the TMP, as required by the BLM's Manual and Handbook, requirements of 43 CFR 8342.1, Chapter IV in the <u>BLM NEPA</u> Handbook H-1790-1, and other BLM policies guidance.

1.3 Quality Control

1.3.1 Quality Control Plan

The Contractor shall develop a Quality Control Plan (QCP) to maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS.

- 1.3.1.1 The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.
- 1.3.1.2 The plan shall specifically address the contractor's strategy to provide quality workmanship, continual process improvement and correction of deficiencies as required. The Contractors QCP is the means by which he assures himself that his work complies with the requirement of the contract.
- 1.3.1.3 The Contractor's complete quality control program must include, at a minimum, the following: The Contractor shall provide the name of a quality control manager and an alternate(s) who is responsible for the quality performance of this contract. It is the quality control manager's responsibility to inform the BLM regarding significant data deficiencies.
- 1.3.1.4 The quality control program shall consist of the plans, procedures, monitoring and inspection to ensure that the work of the PWS is compliant with the data standards in the PWS.
- 1.3.1.5 The initial QCP shall be submitted within 10 days of contract award. If needed, the BLM will discuss at the Post Award Conference. The Contractor will then have 10 days to revise and submit the final Quality Control Plan.

- 1.3.1.6 Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 days prior to effective date of the change. The QCP shall be subject to the Governments review and approval.
- 1.3.1.7 The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer.
- 1.3.1.8 The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 15 days from receipt of notice that QCP is found "unacceptable."

1.3.2 Quality Assurance Surveillance Plan (QASP)

The Government shall monitor the Contractor's performance under this contract in accordance with the Government's QASP.

1.3.2.1 Inspection of Services

According to the Inspection of Services clause FAR 52.212-4(a) Commercial Items-Inspection/Acceptance, the government will evaluate the contractor's performance under this contract. The Performance Requirements Summary (PRS), (Technical Exhibit), lists only those tasks that will receive quality assurance surveillance. The CO and COR will follow the methods of surveillance specified in the PRS.

1.3.2.3 Surveillance of Other Tasks or by Other Methods

Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the inspection of Service clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. An action taken by the CO as a result of surveillance will be in accordance with the terms of this BPA or BPA Call.

1.3.2.4 Corrective Actions

The following corrective actions shall be implemented, as needed, to insure the BLM receives the required services. If any of the services do not conform to the contract requirements, the government may require the contractor to perform the services again in conformity to the contract requirements with no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may:

- i. Require the Contractor to re-perform the services at no additional cost to the government;
- ii. Require the contractor to take necessary action to ensure that future performance conforms to contract requirements;

- iiv. Require the contractor to reimburse the BLM, via deduction to the contract, if the BLM has to re-procure the services;
- v. Terminate the BPA Call or individual Task for cause.

1.3.2.5 Performance Evaluation Meetings

The CO may require the contractor's point of contact to meet with the CO and COR as deemed necessary. The contractor may request a meeting with the CO when he or she believes such a meeting is necessary. Written minutes of any such meetings must be recorded in the contract and signed by the contractor and the CO or contract administrator. If the contractor does not concur with any portion of the minutes, such non-concurrence must be provided in writing to the CO within 5 calendar days following receipt of the minutes.

1.3.2.6 Performance Assessment

All products produced, or related services performed by the Contractor shall meet the good performance assessment. The Contractor's performance will be assessed by the COR throughout the BPA or BPA Call. Performance measures will be established by the government. For the annual reporting of performance in the contractor Performance Assessment Reporting System (CPARS), the Contractor is rated according to the following categories:

- 1. *Excellent*. Exceptional strength resulted in achieving all Task Order requirements (can exceed Task Order requirements).
- 2. Good. Effective performance, with minor issues, that did not impact achievement of all Task Order requirements for this element. Element is in compliance with applicable law, regulation and policy identified for this task.
- 3. *Fair*. Ranges from performance supported achievement of most Task Order requirements to weakness compromised achievement of Task Order requirements.
- 4. *Unsatisfactory*. Task Order requirements have not been achieved for this element. Element is not in compliance with applicable law, regulation and policy identified for this task or element. The ratings of excellent, good, fair, and unsatisfactory, for each element, shall take into account: quality, cost control, timeliness of performance, responsiveness, application of requirements and guidance, planning, staffing, communications, teamwork and cooperation.

1.4 Format

1.4.1 The Contractor shall ensure that any proposed electronic processes (needed or developed as part of the Contractor's proposed protocol) will be compatible with the current suite of Microsoft software, including ACCESS, WORD, and EXCEL, so that its database can produce outputs that are useable by the BLM with access to Microsoft (2010) programs. Programs and processes must also be compatible with ESRI Geographic Information Systems (ArcGIS) software (Version 10.1 or most recent version)

for GIS analysis. Produce all documents in a user-friendly, searchable database that is compatible with the suite of Microsoft software with GTLF Route Identifiers connected to spatial route information.

1.4.2 Provide all documents in a BLM -approved media using appropriate software. All electronic communications shall be in formats accessible to agency personnel.

Section 2 Definitions/Acronyms

The following definitions are used in this document:

- 1. ACEC Area of Critical Environmental.
- 2. <u>Administrative Record</u> Records created by the inventory and analysis processes that demonstrate the BLM decision-making process and that support the BLM official decisions. Such records include, but not limited to, route inventory data, route analysis data, public comments, the BLM response to public comments, Federal Register notices, NEPA Handbook, and correspondence. (H-1790-1 NATIONAL ENVIRONMENTAL POLICY ACT HANDBOOK (Public) BLM MANUAL Rel. 1-1710 Supersedes Rel. 1-1547 01/30/2008)
- 3. <u>BLM</u> Bureau of Land Management, an agency within the Department of Interior.
- 4. <u>Contractor</u> The company performing work under contract for the BLM.
- 5. <u>Corrective Action</u> The action the government may take to correct deficient or poor performance.
- 6. COR Contracting Officer's Representative.
- 7. Days Days are calendar days, unless otherwise specified.
- 8. <u>Decision Record</u> (DR)—the BLM document associated with an EA that describes the action to be taken when the analysis supports a finding of no significant impact.
- 9. <u>Defective Service</u> A service output that does not meet the standard of performance requirement specified in the BPA or BPA Call for those services.
- 10. <u>Deliverable</u> Anything that can be physically delivered but may include non-physical tasks such as documenting meeting minutes.
- 11. District Office A BLM unit that has Field Offices under its jurisdiction
- 12. EA Environmental Assessment.
- 13. ERMA Extensive Recreation Management Area
- 14. ESA-refers to the Endangered Species Act
- 15. <u>Evaluation</u> The selection of roads, primitive roads, and trails derived from existing route inventory, available for motorized use, within 'Limited to Designated' areas. Determine which non-motorized trails are to be managed for use.
- 16. FAMS refers to Facility Asset Management System.
- 17. FGDC refers to the Federal Geographic Data Committee.

- 18. <u>Field Office</u> -A unit of the BLM organizational structure that is directly responsible for preparing and implementing land use and implementation-level plans.
- 19. FLPMA Federal Land Policy Management Act of 1976
- 20. GIS Geographic Information System.
- 21. GISS Field Office GIS Specialist
- 22. GHA Greater Sage Grouse General Habitat Area
- 23. Government When this term is used, it means the BLM.
- 24. GPS A Global Positioning System unit.
- 25. <u>GTLF Route Identifiers</u> The designed primary key that will uniquely identify a single occurrence of the entity. Ground Transportation Linear Feature dataset. The BLM geospatial standard for transportation and other linear disturbances.
- 26. <u>IDT</u> Interdisciplinary Team
- 27. <u>Inventory</u> Route inventory process as defined in *Travel and Transportation Management: Planning and Conducting Route Inventories.* Technical Reference 9113-1.
- 28. NEPA National Environmental Policy Act.
- 29. NHPA refers to National Historic Preservation Act
- 30. NSDI National Spatial Data Infrastructure.
- 31. OHV Off-highway vehicle is synonymous with off-road vehicles (ORV). ORV is defined in 43 CFR 8340.0-5 (a): —Off-road vehicle means any motorized vehicle capable of, or designed for, travel on or immediately over land, water, or other natural terrain, excluding: 1) any non-amphibious registered motorboat; 2) any military, fire, emergency, or law enforcement vehicle while being used for emergency purposes; 3) any vehicle whose use is expressly authorized by the authorized officer, or otherwise officially approved; 4) vehicles in official use; and 5) any combat or combat support vehicle when used in times of national defense emergencies.
- 32. <u>Performance Requirement</u> The point that divides acceptable and unacceptable performance of a task according to the Performance Requirements Summary (PRS) and the Inspection of Services clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.
- 33. <u>PRS</u> Performance Requirements Summary— A listing of the service outputs under the BPA and the BPA Calls that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.
- 34. Process The Contractor's Evaluation Process.
- 35. Process Software The Contractor's Process-specific Software.
- 36. PPA Greater Sage Grouse Protection Priority Area
- 37. <u>PWS</u> Performance Work Statement This is the statement that describes the requirement in terms of measurable objectives. The government states what needs to be accomplished but does not state how to do it.
- 38. <u>Quality Assurance</u> Quality assurance refers to actions by the *government* assurance functions for contracted services. A planned and systematic pattern of all government actions necessary to

- provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved.
- 39. <u>Quality Control</u> –Those actions taken by a *contractor* to control the production of outputs to ensure that they conform to the BPA or BPA Call requirements.
- 40. RA Greater Sage Grouse Restoration Area
- 41. <u>Reclaimed Route</u> Has not been used enough so that there is intact woody vegetation growing in it that would be damaged by the passage of a vehicle. Erosion and vegetation may block way, cause vehicle to get stuck and/or cause damage to vehicle.
- 42. Regulations refers to 43 CFR Part 8340 Off Road Vehicles
- 43. RMP Resource Management Plan
- 44. RMZ Recreation Management Zones
- 45. Route Multiple roads, trails, and primitive roads, a group or set of roads, trails and primitive roads that represents less than 100 percent of the BLM transportation system. Generically, components of the transportation system are described as "routes".
- 46. Route Inventory Same as inventory. See "Inventory" for definition.
- 47. SRMA Special Recreation Management Areas.
- 48. TMA Travel Management Area
- 49. <u>TMP</u> Travel Management Plan. This includes all aspects of the process, inventory, evaluation and planning.
- 50. TPA Travel Planning Area, as determined by the Bureau of Land Management.
- 51. TR Technical Representative.
- 52. <u>TTM</u> Travel and Transportation Management is the on-the-ground management and administration of travel and transportation networks (both motorized and non-motorized_ to ensure that public and administrative access are met, resources are protected, and regulatory needs are considered.
- 53. WA refers to the Wilderness Act of 1964
- 54. Working Days Working days are typically Monday Friday, however, holidays and other Federal closures are not included in working days.

Section 3 Government-Furnished Items and Services

BLM Responsibilities

The BLM shall:

- a) Assign a Contracting Officer Representative (COR) assigned for the base BPA and each BPA Call.
- b) Provide the components for the Data Dictionary to be utilized by the Contractor for Route Inventory and Evaluation. Final decision on data collection rests with the BLM.

- c) Provide the route inventory data collected previously for the TMA to the Contractor in both Excel and PDF and all spatial formats for the route evaluation tasks. The BLM will provide any specific data formats for the specific BPA call.
- d) Provide an Interdisciplinary Team (IDT) in order to effect route analysis and TMP development. Prepare existing condition reports and conduct environmental effects analysis.
- e) Provide Interdisciplinary Team (IDT) participation, which will be scheduled to the mutual agreement of the Contractor and the BLM, at least 14 days in advance of the facilitated meeting at the BLM provided venue. The IDT will-provide necessary resource information based on the agreed upon schedule
- f) Provide planning guidance, criteria, goals and objectives to guide the development of the travel route network.
- g) Plan, prepare, and conduct public meetings.
- h) Develop alternatives and apply specialist data and analysis to route evaluation process to designate routes.
- i) Provide information from public scoping meeting, and comments from draft decision documents into logical categories of major issues, unless some or all of this requirement is added to BPA Call.
- j) Prepare draft decision documents for printing and public review.
- k) Edit and prepare final decision documents(s).
- 1) Provide the template for Draft Finding of No Significant Impacts
- m) Be responsible for providing public notice and the letter announcing availability of document for review.
- n) Make additions to the Administrative Record (if necessary) and review the final Administrative Record provided by the Contractor.
- o) Provide FAMS data, if applicable, to the evaluation process.
- p) If not elsewhere stated, review periods for the BLM will be 28 days.
- g) The BLM will provide any technical protocols necessary for BPA calls.

Section 4 Contractor-Furnished Items and Services

4.1 The Contractor's General Responsibilities

- 4.1.1. In order to effectively complete the tasks described in this PWS, the Contractor must be familiar with all laws, policies and guidelines related to the development of TMPs.
- 4.1.2. The Contractor shall meet with the BLM Contracting Officer's Representative (COR) or Project Inspector (PI) and other BLM Personnel on a regular basis. Consistent communication is vital to producing acceptable documents.

4.2 Contractor-furnished Services

- 4.2.1 The Contractor shall furnish all labor, equipment, supervision, transportation, travel, materials, supplies, and incidentals, except those indicated as government-furnished, to perform all work necessary for completion of the awarded BPA Calls, and deliverables in accordance with BPA Calls issued against this BPA.
- 4.2.2 All data, analyses, documents, official records and other materials generated by the Contractor under BPA Calls under this BPA become government property and shall be provided to the BLM in a project record that meets the administrative record requirements of the agency prior to completion of the BPA Call.

4.2.3 Post Award Conference Calls

- 4.2.3.1 For the BPA and all BPA Calls, the contractor and the BLM will participate in a post award conference call. This call will be scheduled within 10 days from award at a date and time mutually agreed upon.
- 4.2.3.2 At a minimum, the Contractor's Project Manager, the BLM Contracting Officer and the BLM Contracting Officer's Representative designated for that award will be on the call.
- 4.2.3.3 The initial Post Award Conference Call will be to introduce all parties, define roles and responsibilities (Government/Contractor), discuss contract administration, the process for issuing BPA calls, Contractor's Quality Control Plan, answer any technical questions.
- 4.2.3.3 The Post Award Conference Calls for each BPA Call will be to introduce all parties, define roles and responsibilities (Government/Contractor), discuss contract administration, discuss the BPA call requirements and answer any technical questions.

4.2.4 Task Schedules

The Contractor will provide a workable task schedule 15 days following the post award conference.for all BPA Calls. This schedule will be reviewed by the BLM within 15 days of receipt. Any changes will be discussed and the Contractor will provide a final schedule to the BLM within 15 days of the receipt of the BLM comments. These dates will be used for all calls, unless stated otherwise in the call.

4.2.5 Facilitate Planning Workshops (Evaluation/Planning)

4.2.5.1 For each new BPA Call for Evaluation (Task 2) or Planning (Task 3), the Contractor will facilitate a planning workshop at the BLM Field Office with the BLM. The purpose will be to host an overview/training session on their entire process for the awarded tasks. This will be by conference call and at the BLM Field Office depending on the Tasks involved.

4.2.5.2 This will include; introduce the BLM on the development and goal-setting for Travel Management Areas (TMA) (overview on the travel planning process); the existing route inventory data and evaluation process. During this facilitation on site, the Contractor will facilitate the evaluation process from data collected. This training and coordination at the field office with the BLM to familiarize them with the process and determine how to maximize resource input. This initial meeting will also encompass the development of a workable task schedule for completion during the life of the contract and start on the various tasks associated with the decision process.

4.2.6 Administrative Record

The Contractor is responsible for creating and maintaining the Administrative Record. The Administrative record must conform to the following: H-1790-1 – National Environmental Policy Act Handbook- (Public), BLM Manual 1-1710 Supersedes Rel. 1-1547 1/30/2008 and WO IM No. 2006-225.

The Contractor is responsible for creating and maintaining the Administrative Record.

4.2.6.1 Items to Include in the Administrative Record (H-1790-1 - NATIONAL ENVIRONMENTAL POLICY ACT HANDBOOK)

4.2.6.2 The administrative record needs to demonstrate all of the factors considered and the process used in reaching a decision. The record must also document public involvement in the process.

4.2.6.3 General Information

- Federal Register Notices
- Interdisciplinary Team or Project Team Membership
- Preparation Plans
- Contract Information (if the project is contracted)

4.2.6.4 Public Information

- Public Involvement Plans
- Public Information Documents (letters, notices)
- News Reports and Clippings
- General Correspondence
- Meeting and Workshop Records (attendance lists, announcements)
- Scoping Report
- BLM Responses to Comments (if not included in the environmental document)
- Protests or appeals and the BLM's responses
- Mailing Lists
- Public Comments (from all phases of the project)

4.2.6.5 External Communications

- Other Federal Agencies
- Cooperating Agencies
- Tribes
- State Agencies
- Local Agencies

- Elected Officials (Governor, County commissioners, city officials, and so forth)
- Organizations
- Individuals
- Freedom of Information Act (FOIA) Requests and Responses (maintained by the FOIA Officer)

4.2.6.6 Internal Communications

- Project Management Correspondence
- Interdisciplinary Team–Project Team Correspondence (meeting notes, agendas)
- FOIA exempt documents
- Quality Assurance Determination

4.2.6.7 Background Material/Supporting Information

- Data
- Data Standards
- Metadata
- References
- Analyses (of alternatives, environmental consequences)
- Appendixes
- Special Reports (ACEC Report, Reasonably Foreseeable Development Scenarios, Mineral Assessments, Wild and Scenic River Suitability Assessments)
- Biological Assessments or Opinions
- Section 106 Consultation

4.2.6.8 Environmental Documents

- Draft EIS
- Final EIS
- Record of Decision or Decision Record
- 4.2.7 The Contractor shall ensure Route Inventory, Route Evaluation and the TMP processes will comply with BLM TTM, 43 CFR 8340 regulations relevant to the travel and transportation planning process as outlined and clarified in the BLM Manual 1626 and the BLM Handbook 8342.
- 4.2.8 Process should capture data for proposed route designations and is readily queryable as part of the process for use in thorough, quantifiable impact analysis in such a way that is compliant with the requirements of NEPA. Analytical process will meet the requirements of various Federal State and local environmental statutes, codes and regulations that agencies must be in compliance in this type of planning: including but not limited to NEPA, FLPMA, Endangered Species Act (ESA), Regulations, Wilderness Act of 1964 (WA), National Historic Preservation Act (NHPA).
- 4.2.9 All GPS receivers will be Mapping Grade with 1 meter or better horizontal accuracy, using either real time or post processed differential correction. The GPS data will be converted to a feature class appropriate to the type of feature collected (ie. point, line or polygon) and stored in an ESRI file or personal geodatabase. The geodatabase will be compatible with ArcMap 10.2.

- 4.2.10 The Contractor shall not share what activities they are performing for the BLM, to include social media, during the life of the contract with parties outside the BLM that are not directly related to the performance of the order. If the Contractor has a need to share with other parties, they may request permission from the Contracting Officer. Permission may or may not be granted.
- 4.2.11 To protect site information from unauthorized disclosure, the contractor must keep all site location and **content** information in strictest confidence. The contractor shall make the information available only to the Contracting Officer's Representative (COR) and Project Inspector (PI) and must take whatever internal measures are necessary to ensure that confidential material is protected. All site specific records, photographs, and maps generated in the course of this contract, including original field maps and notes, are the BLM property and must be turned over to the COR upon completion of the project. The contractor's Contract Manager will be responsible for ensuring that all excess site specific documents, maps, site forms, etc., (i.e., those not submitted as deliverables, internal review drafts, etc.) are properly disposed of upon completion of the project. All BLM Cultural Use permit stipulations will be followed and the contractor will read and sign a copy of the permit stipulations acknowledging an understanding of the provisions and requirements.

4.3 Deliverables

If not otherwise stated in the BPA Call order, the requirements in this PWS apply to deliverables for the BPA and all BPA Calls. Deliverables for the BPA or BPA call shall be submitted to the designated BLM COR.

- 4.3.1 Post Award Conference Calls within 10 days of award.
- 4.3.2 Task Schedule BPA Calls Draft and Final.
 - 4.3.1.1 Draft due 15 days following the post award conference.
 - 4.3.1.2 Final due 15 days after receipt of the BLM's comments.
- 4.3.3 Facilitate Planning Workshops (Evaluation/Planning) delivery date to be determined per call.
- 4.3.4 Administrative Record Provided at least 20 days prior to the BPA call completion date, unless stated otherwise in the BPA Call.

Section 5 Tasks

5.1 Task 1 – ROUTE INVENTORY

5.1.1. Route Inventory Process

The Contractor shall provide the following services for completing the travel route inventory process:

- 5.1.1.1 Pre-inventory photogrammetric analysis of route inventory/data collection areas will be delivered in the format specified in the BPA Call to the BLM at least 5 days prior to scheduled Contractor on-site work for the BLM review and approval.
- 5.1.1 Before the route inventory starts, there will be an introductory meeting at the the BLM Office for Task 1 when the field crew arrives covering: review project area, access, geography, inventory strategy, safety, review the data dictionary, review Contractor's protocols and Communication.
- 5.1.1.3 Route inventory crew (Crew) consisting of no less than two persons. Supply, vehicle(s), fuel and maintain appropriate motor vehicles necessary to perform inventory on motorized OHV routes and non motorized routes. Supply personal safety equipment associated with use of motor vehicles and all radio/devices needed for communication. Supply GPS units, digital cameras, GIS Software and laptop computers.
- 5.1.14 Conduct 100% route verification and inventory of motorized and non-motorized routes, according to the BLM's <u>Planning and Conducting Route Inventories</u>, <u>BLM Technical Reference 9113-1</u>, or the most recent/relevant route inventory policies and guidelines, of no more than xxx miles per contract of travel routes and total in the combined Task. Specific route information will be depicted on various project maps by the Contractor. Identified areas on the maps are meant to assist the BLM and the Contractor focus work priorities on certain areas within the Field Office but are not meant to delineate hard boundaries for the on-the-ground work.
- 5.1.1.5 Inventory shall consist of route and related data captured in GPS with manufacturer's advertised accuracy equal to one meter or better horizontal accuracy. All accuracy data would be required as well as attributes added to the data and populated. All data will be collected with NAD 83 projections via the GPS units. This data will be differentially corrected and processed, then converted to a Geodatabase format which is compatible with ESRI's ArcMap and ArcPad software. Variation from GPS units or data delivery must have prior approval of the BLM.
- 5.1.1.6 The Contractor shall as a follow up to the BLM calls to adjacent private landowners; coordinate with, and acquire permission from, adjacent landowners (private, local, state, federal, etc.) with telephone calls to access the BLM routes and conduct inventory work, as necessary.

- 5.1.1.7 The Contractor shall report to the BLM and/or Geographic Information System Specialist (GISS) *at least* once per week, orally or by email. A written draft summary of work will be due within 14 days following field task completion.
- 5.1.1.8 The Contractor shall conform to any restrictions in areas with sage grouse habitat as defined in the specific BPA Call. Disruptive activities would include any data collection activities other than a one-time, slow speed pass with a passenger vehicle. Use of ATVs, UTVs or motorcycles, prolonged stops, and activities outside of the passenger vehicle would not be permitted during this time frame. The BLM will provide GPS point locations of known active sage-grouse leks prior to on-the-ground data collection.
- 5.1.1.9 Activities shall not be performed during periods when the soil is too wet to adequately support vehicles. If vehicles create ruts in excess of 4 inches deep, activities must cease as the soil will be deemed too wet to adequately support vehicles.

5.1.2 BLM Furnished Services:

- 5.1.2.1 Coordinate with adjacent landowners (private, local, state, federal, etc.) to access the BLM routes and conduct inventory work, as necessary. As representatives of the Federal government, the BLM will initiate telephone contact with landowners for permission to access those private lands needed to access the BLM parcels.
- 5.1.2.2 The BLM shall, if needed by the Contractor, secure the Contractor's equipment due to the Contractor absence at no charge. Storage shall not exceed thirty (30) days. The Government accepts no liability for anything in storage—the contractor accepts all risk.

5.1.3 Contractor Furnished Services:

- 5.1.3.1 A standard BLM approved Data Dictionary shall be utilized and shall consist of the following: Route data, Point Site data, Hazard data, locations of route markers and other data deemed necessary by agreement between the Contractor and the COTR. Route data attributes shall be submitted to the Contractor using the data schema provided by the BLM GISS. This standard will serve as the minimum required values; the contractor may collect additional route attributes during the data collection process, subject to CO or COTR approval. Data schema will be provided in GIS geodatabase format by the BLM to the contractor.
- 5.1.3.2 Photo Data shall be collected and captured as Photo Points.
- 5.1.3.3 All photo points shall be captured according to the BLM's standard inventory format, and shall be geo referenced to the route linear feature At least one photo shall be taken per mile. Other photos

shall be taken per agreement between the Contractor and the Photos shall be no less than 5 megapixels. In the event routes identified by photo interpretation cannot be accessed because of denial of access by private landowners or such landowners cannot be located in a timely fashion during route inventory such routes on the BLM will be digitized utilizing the best available information. This will enable those routes that are known or suspected to exist on the BLM lands, but were not accessed during the route inventory phase due to access restraints to be evaluated and designated during the subsequent route evaluation phase.

- 5.1.3.4 Additionally, reclaiming routes as defined by the BLM will be identified by the Contractor as they are encountered as a point in the data dictionary to be digitized into the data set as reclaiming. The Contractor shall verify reclaiming status by identifying beginning and ending points of reclaiming route. Definition of reclaiming route shall be established in Data Dictionary. These reclaimed routes will not be driven so as to not cause resource damage or to encourage further use if they are in a reclaiming mode (as defined by the BLM). This may require a site visit with the BLM to distinguish what the field's interpretation of a naturally reclaiming route looks like.
- 5.1.3.5 All signage data and all photos (both film and digital) taken as a part of route inventory/signage efforts will be compiled, organized and set up as a point layer in the Geodatabase with the photos hyperlinked to the points to be incorporated into the state's Statewide GIS layer.
- 5.1.3.6 All data shall be provided to the BLM in custom Albers projection, Datum NAD83, and coordinates in Meters which will be provided to the contractor.
- 5.1.3.7 All deliverable requirements will comply with GIS Contract Guidelines for GIS Data and Services: Spatial Data Projection, Scale, Precision and Tabular Data Format Standards. Programs and processes must also be compatible with ESRI Geographic Information Systems (GIS) software (current version in use by the BLM) so the databases can be joined for map production and GIS analysis.
- 5.1.3.8 All Contractor-supplied geospatial deliverables shall comply with applicable national and federal geographic information standards, particularly those determined by the Federal Geographic Data Committee (FGDC) as supporting the National Spatial Data Infrastructure (NSDI).
- 5.1.3.9 Route data will be delivered to the BLM following completion of route inventory at least 20 days prior to the BPA call completion date, unless stated otherwise in the BPA Call.
- 5.1.3.10 The data gathered during the route inventory process will be used as the principal component in route evaluation and/or travel management planning, and thus shall be in compliance with applicable FGDC content standards. Topology shall be "cleaned" and error-free. Accuracy statements reported by the Contractor shall be completely and thoroughly substantiated by Metadata. The National Standard for Spatial Data Accuracy provides guidelines in Section 3.2.3, Accuracy Reporting, for reporting

positional accuracy in Metadata.

- 5.1.3.11 Product will be delivered in geodatabase format with features and domain values of the data standard schema approved by the BLM State Office Transportation Data Steward. Current implementation of GTLF data standard as per the BLM Instruction Memorandum No. 2015-061. Ground Transportation Linear Geodatabase (gdb) and map topologies will be established to relate the active feature classes together, to maintain feature geometry, and to aid in the editing of features.
- 5.1.3.12 The Contractor shall ensure that the metadata delivered to the BLM is compliant with the FGDC Standard, and topology shall be "cleaned and error-free. Metadata received from the Contractor shall be delivered in the same package as the geospatial data and shall, at the BLM's discretion, be subject to inspection prior to acceptance.
- 5.1.3.13 Metadata received from the Contractor must be capable of being imported and processed by ArcGIS (10.1 or latest version). Acceptable metadata formats include FGDC Classic & FGDC ESRI.
- 5.1.3.14 The route data collected and organized through the inventory process should be in both Excel and PDF formats and will be delivered electronically to the BLM in these formats that allows it to be accessible for joining with the BLM GIS and FAMS databases and querying.
- 5.1.3.15 Contractor will update the BLM regarding project maps, which will be updated once per week or as agreed upon in writing (or orally followed by written agreement) between the BLM and the Contractor.

5.1.4 Special Requirements

These are requirements that are not included in the basic Task description above. If these are needed, they will be identified on the request for the quote for the BPA Call.

5.1.4.1 Create Geodatabase

The BLM will provide data standards so that the Contractor will create a specified geodatabase and populate, edit, and/or update, using GTLF Standards.

5.1.4.2 Create Data Dictionary

Provide the components for the Data Dictionary to be utilized by the Contractor for Route Inventory and Evaluation. Final decision on data collection rests with the BLM.

5.1.4.3 Other Special Requirements

If the BLM has a special requirement not on this list that is within the scope of this BPA that is needed for this Task, the specific requirement will be identified with the request for pricing for the call.

5.1.5 Deliverables

- 5.1.5.1 Pre-inventory photogrammetric analysis of route inventory/data collection areas will be delivered to the BLM 5 days prior to scheduled contractor field work.
- 5.1.5.2 Complete Geospatial route data, with error-free topology, to include all metadata requirements including but not limited to spatial components, attribute descriptions, data collection methods and accuracy assessment.
- 5.1.5.3 Signage data and photos.
- 5.1.5.4 Special Requirements Create Geodatabase (5.1.4.1).
- 5.1.5.5 Special Requirements Create Data Dictionary (5.1.4.2).
- 5.1.5.6 Special Requirements Other Special Requirements. Will be specified on the individual BPA calls (5.1.4.3).

5.2 Task 2 – ROUTE EVALUATION

The Contractor shall provide the BLM with a comprehensive travel and transportation route evaluation from the TPA route inventories identified by the maps provided for each BPA Call.

- **5.2.1. Route Evaluation Process:** Create a route database, created within the contractor's Process software procedures that have been customized to meet the BLM site-specific needs and is ready for subsequent on-site work sessions related to route evaluation and designation.
- 5.2.1.2 Create a criteria table for specific route evaluation criteria by topic (e.g., sensitive resource concerns, commercial, administrative and private property uses, and recreational uses) to be deliverable at the conclusion of this phase. Database preparation will be complete by the start of route evaluation.
- 5.2.1.3 Route reports generated from the Contractor's Process software will be due within 25 days of the date in which the BLM project lead has indicated that input and modifications regarding route data by the BLM have been completed. Contractor will respond to the BLM comments regarding route reports within 20 days of receipt of such comments or as mutually agreed upon by both parties (the recipient BLM/State Office Project Lead and Contractor).
- 5.2.1.4 Produce individual route evaluations that are logical, legally defensible, and offer a suite of

proposed designations that are compliant with NEPA and the regulations.

- 5.2.1.5 Route Evaluation data (including reports and photos) should be in a BLM compatible software and will be delivered electronically to the BLM in a format that allows it to be accessible for joining with the BLM GIS databases.
- 5.2.1.6 The final evaluation process shall be in a BLM compatible software and delivered to the BLM in a format to join with the BLM GIS databases as well as in a database capable of easily producing hardcopy route evaluation summaries. A negative declaration must be included in applicable spots.

5.2.2 BLM Furnished Services:

- 5.2.2.1 Provide no less than 4 critical interdisciplinary team members from each field office available for duration of route evaluation session. When the Contractor has a scheduled meeting, adjustments to the route evaluation schedule must be bilaterally approved by all.
- 5.2.2.2 Identification of principal issues (as they relate to travel management and/or solution evaluation/designation).
- 5.2.2.3 Systematic development of travel management criteria (open, closed and limited) and goals as previously included in the RMP.
- 5.2.2.4 Developing desired future conditions and management goals.
- 5.2.2.5 The BLM will provide Sign Data Standard, if applicable per State.
- 5.2.2.6 The BLM will provide any FAMS data if applicable to the evaluation process.
- 5.2.2.7 If the TMP is concurrent with the development of the RMP, the BLM will identify goals and objectives needs as they relate to route evaluation.

5.2.3 Contractor Furnished Services:

- 5.2.3.1 The Contractor's Process software's data download shall be compatible with ESRI Geographic Information Systems (ArcGIS) software (ArcGIS 10.1). The *process software is not being purchased as part of this RFQ*.
- 5.2.3.2 Utilize the Contractor's Software Process, on-site at the BLM and from remote locations, as applicable, to develop individual route evaluations and designations.
- 5.2.3.3 In conjunction with the BLM, development of the route evaluation criteria for specific BLM

needs and planning issues. Pre-loading of route inventory data provided by the BLM into Contractor's prepared software to assist with evaluation of site-specific route data.

- 5.2.3.4 Evaluate individual routes with input from the BLM, with the goal of utilizing local knowledge of individual routes, the area surrounding those routes, and the greater planning area.
- 5.2.3.5 Establish logical, reasonable protocols for the evaluation process.
- 5.2.3.6 Provide on-site and off-site support in furtherance of the route evaluation data quality review and data updates.
- 5.2.3.7 Contractor in facilitation with the BLM will rectifying data deficiencies, i.e. to the extent that it does not require additional field work or significant additional office work or research that is not defined in this PWS. Preliminary development of criteria, thresholds and sideboards for alternative route network options.
- 5.2.3.8 The Contractor will link the route evaluations with GIS data so that data can be displayed graphically and accurate analysis can be performed. The Process software shall be compatible with ESRI Geographic Information Systems (ArcGIS) software (ArcGIS 10.1).
- 5.2.3.9 The Contractor will link the route evaluations with GIS Data to generate reports, either for individual routes, a selection of multiple routes, or the entire route network. Output must be compatible with MS WORD, ACCESS, and/or EXCEL (2007 or later). At least one electronic format sent to the BLM will have all route analysis sent in an Excel format that enables the BLM to query data.
- 5.2.3.10 Assist the BLM with the formulation and development of desired future conditions and management goals for the planning areas.
- 5.2.3.11 The route data collected and organized through the inventory process should be in both Excel and PDF formats and will be delivered electronically to the BLM in these formats that allows it to be accessible for joining with the BLM GIS and FAMS databases and querying.
- 5.2.3.12 Created within the contractor's process software procedures that have been customized to meet the BLM site-specific needs and is ready for subsequent on-site work sessions related to route evaluation and designation.
- 5.2.3.13 A route evaluation criteria by topic (e.g., sensitive resource concerns, commercial, administrative and private property uses, and recreational uses) may also be a deliverable at the conclusion of this phase. Database preparation will be complete by the start of route evaluation.
- 5.2.3.14 Route reports generated from the process software will be due within 25 working days of the

date in which the BLM project lead has indicated that input and modifications regarding route data by the BLM staff have been completed.

- 5.2.3.15 Contractor will respond to the BLM staff comments regarding route reports within 20 working days of receipt of such comments or as mutually agreed upon by both parties (the recipient BLM Field Office/State Office Project Lead and Contractor).
- 5.2.3.16. In the event new BLM Guidance or Court decisions after award result in a required change to route evaluation, the BLM may require a change to the BPA Call to comply with these new requirements. This change would be done via a bilateral modification to the BPA or BPA Call.

5.2.4 Special Requirements

These are requirements that are not included in the basic Task description above. If these are needed, they will be identified on the request for the quote for the BPA Call.

5.2.4.1 Facilitate Public Meetings For Route Evaluation

The Contractor shall send the BLM developed letter/postcard for the preliminary public scoping meeting to the recipients provided by the BLM (due at a time to be determined by the BLM and the Contractor). The Contractor shall schedule, prepare materials for, and facilitate a preliminary public scoping meeting (in a location determined by the BLM and Contractor) with the goals of identifying resource concerns.

5.2.4.2 Legal Defense

In critical cultural and habitat areas (desert tortoise/sage grouse, etc.), in order to withstand intense legal defense, more intensive documentation of the BLM's NEPA, Administrative Record and travel planning criteria is necessary. This is a level above the BPA standard.

5.2.4.3 GIS Support

Individual BPA Calls will identify any GIS support required by the Contractor including but not limited to: maps, tables, overlays, etc,

5.2.4.4 Other Special Requirements

If the BLM has a special requirement not on this list that is within the scope of this BPA that is needed for this Task, the specific requirement will be identified with the request for pricing for the call.

5.2.5 Deliverables

- 5.2.5.1 Route Evaluation Criteria
- 5.2.5.2 Route Data
- 5.2.5.3 Route Evaluation Report

- 5.2.5.4 Special Requirements Facilitate Public Meetings For Route Evaluation
- 5.2.5.5 Special Requirements Legal Defense
- 5.2.5.6 Special Requirements GIS Support
- 5.2.5.7 Special Requirements Other

5.3 Task 3 – Travel Management Plan

The Contractor is required to produce a travel route network document, including the application of criteria processed to ultimately provide the BLM a comprehensive TMP. This document will be the materials and information that will provide the final authorized route network upon signature of the BLM.

5.3.1 BLM Furnished Materials and Services

5.3.1.1 National, State, and District Program Specific Guidance, as it is updated. Access to other, non-proprietary data housed at the Field Office, to develop a range of reasonable alternatives; to adequately prepare a description of the Affected Environment; and to assess impacts

alternatives; to adequately prepare a description of the Affected Environment; and to assess impac (direct, indirect, short, long-term, and cumulative) related to the proposed action and alternatives.

- 5.3.1.2 All project-related maps.
- 5.3.1.3 Existing Documents, including previous plans (RMP/EA).
- 5.3.1.4 List of all necessary easements (including description and maps).
- 5.3.1.5 The BLM shall develop and prepare a letter/postcard for the preliminary public scoping meeting.
- 5.3.1.6 Compilation of all public and agency comments, feedback to date and as they occur during the project.
- 5.3.1.7 Descriptions, location, maps, management goals and objectives on any proposed Technical Vehicle Areas or Sites, Extensive Recreation Management Areas (ERMAs), SRMAs, RMZs (OHV, Natural Scenic areas), trails, facilities, etc. that are not described or described inadequately in the existing documents.
- 5.3.1.8 All such data and materials deemed necessary for the refinement of these documents shall be available to the Contractor for use offsite at the Contractor's facilities and shall be returned to the BLM as soon as possible or until such materials are no longer needed for the completion of this project.

- 5.3.1.9 The BLM (Program Specialist on the IDT) staff will be made available to provide resource information, but it is expected that the contractor will conduct analysis and provide for review to the BLM specialists limited to the two revisions described below.
- 5.3.1.10 Field support in writing critical environmental sections with required BLM language and policy (ie: sage grouse), as needed.
- 5.3.1.11 BLM NEPA Handbook H-1790-1 and the EA Template.
- 5.3.1.12 The BLM will provide for timely review, comment, and turnaround on all admnistrative draft Contractor deliverables. Review documents and processes for consistency with applicable laws including NEPA, FLPMA, and the BLM regulations.

5.3.2 Contractor Furnished Services:

- 5.3.2.1 The Contractor will follow Chapter IV in the <u>BLM NEPA Handbook H-1790-1 in developing</u> the Environmental Assessment (EA).
- 5.3.2.2 Work with other land management agencies, State Departments of Game and Fish, State Parks Departments and other interested governments in preparing the TMP.
- 5.3.2.3 Follow the Bureau's H-8342-1 Travel and Transportation Management Handbook and the MS-1626 Travel and Transportation Manual.
- 5.3.2.4 Meet with the BLM staff, in an initial project meeting, to discuss requirements of a Project Management Plan for the EA. Government and Contractor will mutually determine and agree upon level of input from staff. This plan should include general schedule of project, roles and responsibilities, and timeframes for reviews. Project Management Plan is to be completed within 21 days (or other mutually agreeable time frame) of Initial Project meeting.
- 5.3.2.5 If the TMP is to be concurrent with the RMP development process, more "iterations" of alternative development are required. Planning steps are more complex than a stand-alone a (deferred TMP produced after the RMP is completed) TMP process. The plan will be attached as an Appendix of the RMP.
- 5.3.2.6 If the TMP is a "stand alone" or deferred, the TMP will consist of an EA with the goals and objectives from the current RMP with the following components as described in the NEPA Handbook H-1790.

The Contractor shall produce the EA document consistent with the BLM and NEPA regulations and requirements. Individual chapters must be submitted for the BLM review and comment. The EA template will be provided by the BLM. The EA document shall include at least: 1) Table of Contents; 2) Purpose and Need; 3) Land Use Plan Conformance; 4) Description of Alternatives; 5) Affected Environment; 6) Environmental Consequences (including cumulative impacts); 7) Public & Agency Coordination; 8) References; 9) List of Preparers; 10) Other Appendices; 11) List of Acronyms and Abbreviations.

5.3.2.6.1 Chapter 1: Purpose and Need:

- a. Include introduction, inventory evaluation, benefits based recreation management, scoping and public participation, and clear issues for analysis.
- b. Draft Chapter 1: Purpose and Need. If not specifically stated, review periods for the BLM will be 28 days.
- 5.3.2.6.2 Chapter 2: Proposed Action and Alternatives: Proposed action and alternatives should include:
 - a. All components of the BLM TMP including, but not limited to: route network, sign component, education strategy, enforcement strategy, rehabilitation component, road maintenance intensities with best management practices, route management objectives, recreation - both non-motorized and motorized, OHV activities, OHV recreation permits, and monitoring/adaptive management component as described in the BLM Handbook H-8342-1.
 - b. Route designation table containing the following decision information for each route: Analysis number, Asset type, maintenance intensity, rationales for opening, closing or limiting individual routes and final on-the-ground number decision.
 - c. Describe "alternatives considered" but removed from detailed analysis.
 - d. Formulate and develop the desired future conditions and management goals for the planning areas for the BLM review and concurrence.
 - e. Draft Chapter 2: Proposed Action and Alternatives. If not specifically stated, review periods for the BLM will be 28 days.

5.3.2.6.3 Chapter 3: Affected Environment

a. Revise affected environment to include at least one resource impact indicator to measure

impacts of each alternative. Government and Contractor will determine and agree on level of input from staff.

b. Draft Chapter 3: Affected Environment. If not specifically stated, review periods for the BLM will be 28 days.

5.3.2.6.4 Chapter 4: Environmental Impacts

- a. Revise analysis of impacts to resources for each component of each alternative Resources to be analyzed include: Air Quality, Cultural Resources, Fish and Wildlife, Fire/Fuels Management, Lands and Realty, Livestock Grazing, Minerals, Recreation, Riparian Areas and Wetlands, Socioeconomic Resources, Soils, Special Status Species, Travel Management, Water Resources, Vegetative Communities, Visual Resources.
- b. Draft Chapter 4:Environmental Impacts. If not specifically stated, review periods for the BLM will be 28 days.

5.3.2.6.5 Chapter 5: Consultation and Coordination

a. Draft Chapter 5: Consultation and Coordination. If not specifically stated, review periods for the BLM will be 28 days.

5.3.2.6.6 Chapter 6: References and Glossary

a. Draft Chapter 6:References and Glossary. If not specifically stated, review periods for the BLM will be 28 days.

5.3.2.6.7 Appendix

- a. Draft Chapter 7: Appendix. If not specifically stated, review periods for the BLM will be 28 days.
- 5.3.2.8 Contractor shall utilize written input received on the chapters from the BLM in order to prepare the preliminary TMP and EA. The BLM will have 28 days to review the preliminary TMP & EA.
- 5.3.2.9 Contractor will develop Final BLM TMP and EA and incorporate the BLM's final comments from the preliminary TMP and EA within 28 days of receiving the BLM's final comments on the preliminary TMP and EA. The BLM will have 28 days to review the Final BLM TMP and EA submitted by the Contractor. The Contractor will complete the final version of the TMP and EA after incorporating the BLM's final review.

- 5.3.2.10 Develop a Finding of No Significant Impact (FONSI) for the final TMP if the EA determines no significant impacts.
- 5.3.2.11 The Final TMP, EA and FONSI documents (including all maps) shall be delivered as follows:
 - a. 2 printed copies (including all maps),
 - b. 2 electronic copies in 508-compliant PDF format (including all maps),
 - c. 2 electronic copies of the text (only) delivered as a MS Word file,
 - d. Copy of all GIS data used to create the maps for the EA.
- 5.3.2.12 The Decision Record should include:
 - a. Decision Record Index.
 - b. Present materials for the public notification process: meetings, news releases, public comment period, scoping comments, or other forms of public outreach that have been enacted.
 - c. Draft versions of all documents showing significant changes or comments (summarize comments) leading to significant changes. Explain why other alternatives were not selected.
 - d. Final versions.
 - e. All forms of internal and external comments (email, comment forms, letters, emails, etc.).
 - f. Supporting materials and references (professional papers, website information, etc.).
 - g. Maps and GIS data/metadata.
 - h. Meeting notes.
- 5.3.2.13 End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- 5.3.2.14 Support services for products shall accommodate the communication needs of end-users with disabilities.
- 5.3.2.15 The tests the BLM national communications officials use to ensure ADA compliance and acceptance of PDF files are those built into Adobe Acrobat Pro. They can be found in the document's menu bar: Advanced/Accessibility/ Ouick Check and Full Check.
- 5.3.2.16 All deliverables shall reside in the public domain and be in full compliance with the BLM security requirements. All materials, digital files, manuals, guidance, and working documents provided or created under this task must be returned to the BLM upon the completion of this task.
- 5.3.2.17 All materials, digital files, paper copies, guidance, and working documents provided or created under this task are the property of the BLM and will not be released or used by the contractor for any other purpose.

5.3.3 Special Requirements

These are requirements that are not included in the basic Task description above. If these are needed, they will be identified on the request for the quote for the BPA Call.

5.3.3.1 Facilitate Public Scoping Meetings For TMP & EA Requirements

The Contractor shall send the BLM developed letter/postcard for the preliminary public scoping meeting to the recipients provided by the BLM (due at a time to be determined by the BLM and the Contractor). The Contractor shall schedule, prepare materials for, and facilitate a public scoping meeting (in a location determined by the BLM and Contractor) with the goals of identifying resource concerns, and alternatives.

5.3.3.2 Other Special Requirements

If the BLM has a special requirement not on this list that is within the scope of this BPA that is needed for this Task, the specific requirement will be identified with the request for pricing for the call.

5.3.3.3 Environmental Impact Statement (EIS). (Added in Amendment 2)

An Environmental Impact Statement (EIS) would be needed if an Environmental Assessment (EA) determined there would be significant impacts to a resource (i.e., if the BLM could not issue a FONSI - Finding of No Significant Impact). The Planning Handbook (H-1790-1) also lists actions that normally require preparation of an EIS (e.g., approval of RMPs, certain coal approvals, mining operations over 640 acres, etc.). Therefore, if a Finding of No Significant Impact (FONSI) cannot be reached during the RMP, or a court order requires BLM to amend the Travel Management portion of the existing RMP, an EIS may be required to designate routes for Task 3.

This will include but not limited to: (1) Scoping Report, (2) Analysis of the Management Situation, (3) Draft EIS, (4) Final EIS, (5) Administrative Record, and (6) Record of Decision/to go with an existing RMP.

The Contractor will only perform an Environmental Impact Statement (EIS) as an amendment to an existing Resource Management Plan (RMP). The amendment will only deal with designation criteria for the Travel Management Section of an existing RMP. The Contractor will follow the steps as outlined in the H-1601-1 Land Use Planning Handbook in alternatives for managing public lands within the planning area (including the preferred alternative), the environmental impacts of those alternatives, and the consultation and coordination in which the BLM engaged in developing the plan. See Appendix F 1-5 In H-1601-1 for requirements necessary to complete an EIS.

http://www.blm.gov/style/medialib/blm/wo/Information_Resources_Management/policy/blm_handbook.Par.38665.File.dat/h1601-1.pdf

Any changes to or additional requirements will be provided with the information to compete future

BPA calls.

5.3.4 Deliverables

- 5.3.4.1 Draft of individual chapters.
- 5.3.4.2 Preliminary Draft TMP and EA Document with all internal comments incorporated for review by the BLM.
- 5.3.4.3 Final TMP and EA.
- 5.3.4.4 Final FONSI, if required per the PWS 5.3.2.10.
- 5.3.4.5 The Decision Record.
- 5.3.4.6 Facilitate Public Meetings for TMP & EA Requirements
- 5.3.4.7 Special Requirements Other
- 5.3.4.8 Environmental Impact Statement per 5.3.3.3. (Added in Amendment 2)

Section 6 Applicable Publications and Forms

- 6.1.1 Links to applicable documents:
- 6.1.1.1 Instructional Memorandum No. 2015-061 Ground Transportation Linear Features Data Standard (GTLF)

 $http://www.blm.gov/wo/st/en/info/regulations/Instruction_Memos_and_Bulletins/national_instruction/2\\ 015/IM_2015-061.html$

6.1.1.2 "Content Standard for Digital Geospatial Metadata", FGDC-STD-001-

1998. http://www.fgdc.gov/metadata/geospatial-metadata-standards.

6.1.1.3 Federal Trail Data Standards (schema)

 $\underline{http://www.fgdc.gov/standards/projects/FGDC-standards-projects/trail-data-standard/trail-data-standards}$

6.1.1.4 BLM's EGIS Portal (for spatial data and trails)

https://egisportal.blm.doi.net/portal/home/index.html

6.1.1.5. "43 Code of Federal Regulations Part 8342"

http://www.gpo.gov/fdsys/search/searchresults.action?st=8342

6.1.1.6 "1626 – Travel and Transportation Manual (Public)"

http://www.blm.gov/style/medialib/blm/wo/Information_Resources_Management/policy/blm_manual.Par.38105.File.dat/1626.pdf

6.1.1.7 "8342-1- Travel and Transportation Management Handbook http://www.blm.gov/style/medialib/blm/wo/Information_Resources_Management/policy/blm_handbook.Par.34786.File.dat/8342.pdf

6.1.1.8 "Executive Order No. 11644, February 8, 1972" http://www.archives.gov/federal-register/codification/executive-order/11644.html

6.1.1.9 "Executive Order No. 11989, May 25, 1977" http://www.archives.gov/federal-register/executive-orders/1977-carter.html

6.1.1.10 "National Management Strategy for Motorized Off-Highway Vehicle Use on Public Lands (BLM 2001)"

6.1.1.11 "BLM's National Management Strategy for Motorized Off-Highway Vehicle Use On Public Lands"

http://atfiles.org/files/pdf/ohvBLMstrategy.pdf

6.1.1.12 "H-1601-1 — LAND USE PLANNING HANDBOOK – (Public) (H-1601-1; Appendix C, Section D).

http://www.blm.gov/pgdata/etc/medialib/blm/wo/Information_Resources_Management/policy/blm_handbook.Par.38665.File.dat/h1601-1.pdf

6.1.1.13 "BLM's National Recreation Program: Travel Management Guidance Management Guidance & Technical

Reference" http://www.blm.gov/wo/st/en/prog/Recreation/recreation_national/travel_management/travel_mgt_guidance.html

6.1.1.14 "H-1790-1 – National Environmental Policy Act Handbook- (Public)" http://www.blm.gov/pgdata/etc/medialib/blm/ak/aktest/planning_general.Par.2116.File.dat/Handbook.NEPA.H-1790-1.2k8.01.30[1].pdf

Section 7 Technical Exhibits

- 1. Table of Deliverables
- 2. Performance Requirements Summary (PRS)

Technical Exhibit 1 Table of Deliverables

	Deliverables	Delivery (date or timeframe)
Section 4		
4.3.1 Post Award Conference Call	Discussion & overview of the award. Reference 4.2.3.	10 days from award.
4.3.2 Task Schedule	Workable draft Task Schedule. Final Task Schedule. Reference 4.2.4.	Draft - 15 days after post award conference. Final - 15 days after receipt of BLM's comments.
4.3.3 Facilitate Planning Workshops (Evaluation/Planning)	Host an overview/training session for the awarded task. Reference 4.2.5.	Per the BPA Call.
4.3.4 Administrative Record	Full Administrative Record with all supporting data. Reference 4.2.6.	Due 20 days prior to the BPA call completion date, unless stated otherwise in the BPA Call.
Section 5 - Task 1: Route Inve	entory	
5.1.5.1 Pre-inventory photogrammetric analyses	To be delivered in the format specified in the BPA Call.	Due 5 day prior to scheduled Contractor field work.
5.1.5.2 Complete Geospatial Route Data	Data will be differentially corrected and processed, then converted to a Geodatabase format which is compatible with ESRI's ArcMap and ArcPad software.	Due 20 days prior to the BPA call completion date, unless otherwise stated in the BPA Call
5.1.5.3 Signage Data and Photos	All signage data and photos in the geodatabase are to be completed per the PWS 5.1.3.5.	Due 20 days prior to the BPA call completion date, unless otherwise stated in the BPA Call

5.1.5.4 Special Requirements - Create Geodatabase	Per the BPA Call.	Per the BPA Call.
5.1.5.5 Special Requirements - Create Data Dictionary	Per the BPA Call.	Per the BPA Call.
5.1.5.6 Special Requirements - Other Special Requirements	Per the BPA Call.	Per the BPA Call.
Section 5 - Task 2: Route Eva	luation	
5.2.5.1 Route Evaluation Criteria		Per the BPA Call.
5.2.5.2 Route Data	1. The route data is collected and organized through the inventory process should be in both Excel and PDF formats, will be delivered electronically to the BLM, and will have all route analysis sent in an Excel format that enables the BLM to query data.	Per the BPA Call.
5.2.5.3 Route Evaluation Report	1. Produce individual route evaluations that are logical, legally defensible, and offer a suite of proposed designations that are compliant with NEPA and the regulations. 2. Draft 3. Final - Incorporate the BLM comments on draft.	1. Draft due within 25 days of the date in which the BLM project lead has indicated that input and modifications regarding route data by the BLM have been completed. 2. Final due within 20 days of receipt of such comments or as mutually agreed upon by both parties
5.2.5.4 Special Requirements - Facilitate Public Meetings For Route Evaluation	Schedule, prepare materials for, and facilitate a preliminary public meeting (in a location determined by the BLM and Contractor) with the goals of identifying resource concerns. The Contractor shall	Per the BPA Call.

	send the BLM developed letter/postcard for the preliminary public meeting.	
5.2.5.5 Special Requirements - Legal Defense	In critical cultural and habitat areas, in order to withstand intense legal scrutiny, more intensive documentation of the BLM's NEPA, Administrative Record and travel planning criteria is necessary.	Per the BPA call.
5.2.5.6 Special Requirements - GIS Support	Per the BPA call.	Per the BPA call.
5.2.5.7 Special Requirements - Other Special Requirements	Per the BPA call.	Per the BPA call.
Task 3: Planning		
5.3.4.1 Draft of Individual Chapters.	Individual chapters to be submitted to the BLM for review.	Per the BPA Call.
5.3.4.2 Preliminary TMP and EA.	Draft chapters development for Preliminary TMP & EA, with all internal comments incorporated for review by the BLM.	Per the BPA Call.
5.3.4.3 Final TMP and EA	 Contractor to submit final for review by the BLM. The final version will then be updated and submitted. Documents (including maps) to be delivered per PWS 5.3.2.11. 	1. Final due 28 days after receipt of the BLM's comments on the preliminary TMP & EA. 2. Final versions due 28 days after receipt of the BLM's final TMP & EA comments.
5.3.4.4 Final FONSI.	1. Finding of No Significant Impact. Contractor shall utilize written input received on the Final	Per the BPA Call.

	TMP and EA from the BLM in order to prepare the final FONSI. 2. Documents (including maps) to be delivered per PWS 5.3.2.11.	
5.3.4.5 The Decision Record	Deliver to the BLM an accurate and thorough Decision Record. Reference 5.3.2.12	At least 20 days prior to the BPA call completion date, unless stated otherwise in the BPA Call.
5.3.4.6 Special Requirements - Facilitate Public Scoping Meeting for Planning	1. Schedule, prepare materials for, and facilitate a preliminary public scoping meeting (in a location determined by the BLM and Contractor) with the goals of identifying resource concerns, and alternatives. 2. The Contractor shall send the BLM developed letter/postcard for the preliminary public scoping meeting.	Per the BPA call.
5.3.4.7 Other Special Requirements	Per the BPA call.	Per the BPA call.
5.3.4.8 Special Requirements: Environmental Impact Statement (Added in Amendment 2)	Scoping Report, (2) Analysis of the Management Situation, (3) Draft EIS, (4) Final EIS, (5) Administrative Record and (6) Record of Decision/to go with an existing RMP. Reference updated existing RMP. Reference updated Table of Deliverables, Attachment 2, for list of requirements (pg.4).	Per the BPA call.

EXHIBIT 2 Performance Requirements Summary (PRS)

Deliverable	Performance Indicator	Performance Standards	Acceptable Quality Level (AQL)	Method of Surveillance	Maximum Allowable Defects
4.0 Section 4 Conti	actor Furnished	I Items and Supplies			•
4.3.4 Administrative Record	Accuracy	The Administrative Record shall conform to H-1790-1-NEPA Handbook, BLM Manual and WO IM No. 2006-225 as referenced in PWS 4.2.6 and utilize the outline provided by BLM.	95%	100 % Inspection	5%
		The project record shall be maintained on an ongoing basis throughout the life of the project.			
5.1 Task 1: Route l			T		1
5.1.1.2 Pre- inventory photogrammetric analysis.	Accuracy Timliness	Pre-inventory photogrammetric analysis of route inventory/data collection areas will be delivered in the format specified in the BPA Call to the BLM at least 5 days prior to scheduled Contractor on-site work for BLM review and approval.	95%	100% Inspection	5%
5.1.2.5 Complete Geospatial Route Data.	Accuracy Timeliness	Verification and inventory of motorized and non-motorized routes, according to BLM's Planning and Conducting Route Inventories, BLM Technical Reference 9113-1, or the most recent/relevant route inventory. Data will be differentially corrected and processed, then converted to a Geodatabase format which is compatible with ESRI's ArcMap and ArcPad software.	95%	100% Inspection	5%
5.1.5.4 - 5.1.5.6 Special Requirements	Per BPA Call	Requirements will be defined per BPA Call.	Per BPA Call	Per BPA Call	Per BPA Call
5.2 Task 2: Route l	Evaluation	I	1		
5.2.5.1 Route Evaluation Criteria		Criteria table per the PWS. 5.2.1.	95%	100% Inspection	0

5.2.5.2 Route Data	Accuracy Timeliness	Route data is collected and organized through the inventory process and will be in Excel and PDF formats, delivered electronically to the BLM. Route analysis sent in Excel	100%	100% Inspection	0
5.2.5.3 Route Evaluation Report		format that enables BLM to query data. 1. Individual route evaluations that are logical, legally defensible, and offer a suite of proposed designations that are compliant with NEPA and the regulations. 2. Draft 3. Final - Incorporate BLM comments on draft.	95%	100% Inspection	5%
5.2.5.4 - 5.2.5.7 Special Requirements	Per BPA Call	Requirements will be defined per BPA Call.	Per BPA Call	Per BPA Call	Per BPA Call
5.3: Travel Manage	ement Planning				
5.3.4.3 Final TMP and EA	Accuracy	 Contractor to submit final for review by BLM. The final version will then be updated and submitted. Documents (including maps) to be delivered per PWS 5.3.2.11. 	95%	100% Inspection	5%
5.3.4.4 Final FONSI.	Accuracy	1. Finding of No Significant Impact. Contractor shall utilize written input received on the Final TMP and EA from BLM in order to prepare the final FONSI. 2. Documents (including maps) to be delivered per PWS 5.3.2.11.	95%	100% Inspection	5%
5.3.4.5 The Decision Record	Accuracy	Deliver to the BLM an accurate and thorough Decision Record. Reference 5.3.2.12	100%	100% Inspection	0
5.3.4.6 - 5.3.4.8 Special Requirements	Per BPA Call	Requirements will be defined per BPA Call.	Per BPA Call	Per BPA Call	Per BPA Call

ATTACHMENT 2 - L15PS00292 - AMENDMENT 1 - Table of Projects - Revised 6/9 Case 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 52 of 76

015 Project Number	1: (Inventory) Task 2 (Evaluation)	Travel Planning Area (TPA) NAME - Listed in Priority	TMA Map Reference	TPA Acres*	BLM Estimated Acres	BLM Estimated Miles	Task 1 Inventory Need Yes/No	Task 2 Evaluation Service Needed Yes/No	Task 3 Planning (EA) Yes/No	Special Requirements **
1	AK/ Eastern Interior FO: Black- River	Black River- Subunit	Project (1-4) EasternInteriorAK_subunitsMap:Black River Subunit	7,800,000	2,400,000	θ	No	No	Yes	
2	AK/ Eastern Interior FO: White- Mountains NRA	White Mountains NRA	Project (1-4) EasternInteriorAK_subunitsMap:Black River Subunit	3,100,000	1,000,000	200	No	No	Yes	
3	AK/Eastern Interior FO: Steese-NCA	Steese NCA	Project (1-4) EasternInteriorAK_subunitsMap:Black River Subunit	4,200,000	1,300,000	27.3	No	No	Yes	
4	AK/ Eastern Interior FO: Fortymile River	Fortymile River	Project (1-4) EasternInteriorAK_subunitsMap:Black River Subunit	15,800,000	1,800,000	θ	No	No	Yes	
5	AZ/ Lake Havasu FO: Alamo/Wer	Alamo/Wenden	Project (5) LHFO_TMA_with_Routes (1)	475,000	475,000	900	Yes - re-inventory	Yes	No	GIS-GTLF-5.1.4. & 5.1.4.2 and 5.2.4.2 Legal Scrutiny
6	AZ /Yuma Field Office: Lower Co	Lower Colorado	Project (6) AZ Yuma FO_Lower Colorado_TMA	117,000	117,000	500	No	Yes	No	GIS-GTLF-5.1.4. & 5.1.4.2 and 5.2.4.2 Legal Scrutiny
7	Kingman FO TMP/RMP Amendmo		Project (7) AZ Kingman FO_TMP_TMAs	3,200,000	3,200,000	8,000	No	No	Yes	GIS-GTLF-5.1.4. & 5.1.4.2 and 5.2.4.2 Legal Scrutiny and 5.3 EIS
	Tucson FO: Upper San Pedro	Upper San Pedro/Sulphur Springs/Galiuro Mtns	Project (8) AZ Tucson FO_TMAs_UpperSand Pedro	150,000	60,000	300	No	Yes	No	GIS-GTLF-5.1.4. & 5.1.4.2 and 5.2.4.2 Legal Scrutiny
	Safford FO: Gila	Gila	Project (9) AZ Safford FO_Gila_TMA	445,000	445,000	800	No	No		GIS-GTLF-5.1.4. & 5.1.4.2 and 5.2.4.2 Legal Scrutiny
	ID/Upper Snake	TMA 1, 2, and a portion of 3	Project (10) ID_USFO_TMA and Projects (10-14) Subregions	1,500,000	1,500,000	4900	No	Yes	Yes	Scrutiny
11	ID/Birds of Prey NCA/Four Rivers		Projects (10-14) Subregions Project (11-12) BoiseDistrict_TMA_Subregions and Projects (10-14) Subregions	483,000		300	No	No	Yes	

ATTACHMENT 2 - L15PS00292 - AMENDMENT 1 - Table of Projects - Revised 6/9 2 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 53 of 76

		Project (11-12)						_	
ID/Bruneau	Owyhee/OPLMA	BoiseDistrict_TMA_Subregions and				No	No	Yes	
12	TMP	Projects (10-14) Subregions	1,500,000	1,500,000	2900				
	Wood River	Project (13) ID_Shoshone_WRV_TMA				No	Yes	Yes	
13 ID/Shoshone	Valley TMP	and Projects (10-14) Subregions	138,000	138,000	555	110	103	103	
13 ID/Bliosholic	vancy 1111	Project (14) ID_Jarbidge_Inventory and	130,000	150,000	333				
14 ID/Jarbidge	N. Zone FO	Projects (10-14) Subregions	340,000	340,000	800	Yes	No	No	
		3	,	,					
15 MT/HiLine District	Little Rockies	Project (15) LR_TMA_SOWmap1_final	29,552	27,688	109	No	No	Yes	
	Grassland								
	Bird/Greater								
	Sage-Grouse					No	Yes	No	
	Priority Areas								
16 MT/HiLine District	and Frenchman	Project (16) HiLine Districts Map_1	990,448	415,875	493				
	Greater Sage					No	Yes	No	
17 MT/Miles City FO	Grouse – Carter,	Project (17) MT-TPA-04_GHA_Carter	4,541,195	554,419	1,692	110	103	110	
Carson City DO	Pine Nuts	Project (18) Pine Nut TMA	226,000	226,000	1 000	No	Yes	Yes	5.2.4.2 Leg
Carson City DO	I COTMA	During (10) Lang Carry TMA	226,000	226,000	1,000				Scrutiny
Carson City DO	Lyon CO TMA	Project (19) Lyon County TMA	520,000	520,000	2,000	Yes	No	No	5.2.4.2 Leg Scrutiny
1)		Project (20 & 22)	320,000	320,000	2,000				Scrutilly
20 OR/Burns District	Jack Mountain	FEIS_ORPAC_InventoryAreas_Lakevie	428,972	428,972	305	Yes	No	No	
		Project (21)	,	,					
		FEIs_ORPAC_InventoryAreas_Burns							
		and Projects (20-24) OR				Yes	No	No	
21 OR/Burns District	Drewsey.	GreaterSageGrousePDFMaps	204,073	204,073	178				
		Project (20 & 22)	,	,					
		FEIS_ORPAC_InventoryAreas_Lakevie				***	3.7	3.7	
		wBurns and Projects (20-24) OR				Yes	No	No	
22 OR/Burns District	Folley Farm	GreaterSageGrousePDFMaps	203,759	203,758	125				
		Project (23 & 24)							
		FEIS_ORPAC_InventoryAreas_Prinevill				Van	N.	NI.	
		e and Projects (20-24) OR				Yes	No	No	
23 OR/Prineville	12 Mile-Paulina	GreaterSageGrousePDFMaps	148,612	148,612	185				
		Project (23 & 24)							
		FEIS_ORPAC_InventoryAreas_Prinevill				Yes	No	No	
		e and Projects (20-24) OR				res	NO	NO	
24 OR/Prineville	Brothers	GreaterSageGrousePDFMaps	191,086	191,086	170				
Utah Wast Daard District	Rich, Summit,	Project (25-27) WDD TMA Utah (Map				V	V	NT.	
Utah West Desert District	Morgan,	1)	1,814,330	174,588	500	Yes	Yes	No	
Utah West Desert District						No	Yes	No	
26	Sheeprock,	Project (25-27)WDD TMA Utah (Map 2)	1,472,855	724,393	2850				
Utah West Desert District						No	Yes	No	
27	Box Elder	Project (25-27)WDD TMA Utah (Map 3)	1,613,644	626,311	1500		105		

ATTACHMENT 2 - L15PS00292 - AMENDMENT 1 - Table of Projects - Revised 6/9 2 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 54 of 76

2015			Project (28) Cumberland South TMA							5.1.4.1 & 5.1.4.2
		Cumberland	and Projects (28-32) Rawlins TMA Map				Yes	No	No	and 5.2.4.2
28	WY/Kemmerer FO	Carter	(1)	223,869	111,935	1,507				
			Project (29)							5.1.4.1 & 5.1.4.2
			_(1)SeminoePathfinderWest_Roads(2)Se				V	No	No	and 5.2.4.2
		Seminoe	minoePathfinderWest_SG and Projects				Yes	No	NO	
29	WY/Rawlins FO	Pathfinder West	(28-32) Rawlins TMA	311,593	201,527	447				
			Project (30) _							5.1.4.1 & 5.1.4.2
			(1)SeminoePathfinderEast_Roads(2)Sem				Yes	No	No	and 5.2.4.2
		Semino	inoePathfinderEast_SG and Projects (28-				168	NO	NO	
30	WY/Rawlins FO	Pathfinder East	32) Rawlins TMA	404,104	182,039	454				
			Project (31) _							5.1.4.1 & 5.1.4.2
			(1)SaratogaTMA_Roads(2)SaratogaTM				Yes	No	No	and 5.2.4.2
			A_Sagegrouse and Projects (28-32)				ies	NO	NO	
31	WY/Rawlins FO	Saratoga	Rawlins TMA	177,150	140,210	804				
						_				5.1.4.1 & 5.1.4.2
			Project (32) _ (1)Checkerboard_Roads				Yes	No	No	and 5.2.4.2
			(2)Checkerboard_Sagegrouse and				1 es	110	NO	
32	WY/Rawlins FO	Checkerboard	Projects (28-32) Rawlins TMA	7,600,000	1,300,000	1,000				
	TOTAL			60 240 242	21120106	25501				

TOTAL 60,349,242 21139486 35501

**Special Requirements

5.1.4.1 Create Geodatabase

BLM will provide data standards so that the Contractor will create a specified geodatabase and populate, edit, and/or update, using GTLF Standards.

- 5.1.4.2 Create Data DictionaryProvide the components for the Data Dictionary to be utilized by the Contractor for Route Inventory and Evaluation. Final decision on data collection rests with the BLM.
- 5.2.4.2 Legal Scrutiny -In critical cultural and habitat areas (desert tortoise/sage grouse, etc.), in order to withstand intense legal scrutiny, more intensive documentation of BLM's NEPA, Administrative Record and travel planning criteria is necessary. This is a level above the BPA standard.
- 5.2.4.1 and 5.3.3.1 Facilitate Public Meetings For Route Evaluation The Contractor shall send the BLM developed letter/postcard for the preliminary public scoping meeting to the recipients provided by the BLM (due at a time to be determined by BLM and the
- 5.3.3.3 RFQ Mod. 1 added 6/9/15 to PWS: Special Requirements: Environmental Impact Statement. For the Table of Projects, this requirement only applies to Task 3 for PROJECT 7: Kingman FO TMP/RMP, Arizona. The performance period for this Task will be 2 years. This requirement is for an Amendment EIS to the tavel management section of the existing RMP. *EIS Planning Documents (Task 3) to be prepared for Project 7: Kingman FO TMP/RMP, Arizona: (1) Scoping Report, (2) Analysis of the Management Situation, (3) Draft EIS, (4) Final EIS and (5) Record of Decision/existing RMP.

^{*} Private, state, tribal and other federally-administered lands within the Tasks will not be addressed in any of the route inventories, evaluations or CTTMP.

^{**}Pricing for Special requirements is to be in your total price. See page 4.

ATTACHMENT 3 - L15PS00292 - Pricing Schedule - 7/2/2015

Complete the pricing for all unshaded blocks.

		This for all unshaded block						
Project Number	State	Title (Travel Management Area)	Task 1 - Total Firm Fixed Price with included Special Requirements	Task 1 - Overage Price per Mile	Task 2 - Total Firm Fixed Price with included Special Requirements	Task 2 - Overage Price per Mile	Task 3 - Total Firm Fixed Price with included Special Requirements	Total
1	AK	Black River Subunit						
2	ΛK	White Mountains NRA						
3	AK	Steese NCA						
4	AK	Fortymile River						
5	AZ	Alamo/Wenden	\$63,339.98	\$70.38	\$138,941.65	\$154.38		\$202,281.63
6	ΑZ	Lower Colorado			\$125,165.45	\$250.33		\$125,165.45
7	ΑZ	Kingman FO					\$202,281.63	\$188,049.00
8	ΑZ	Upper San Pedro/Sulphur Springs/Galiuro Mtns			\$125,050.45	\$416.83		\$125,050.45
	ΑZ	Gila					\$72,615.00	·
10	ID	TMA 1, 2, and a portion of 3			\$215,605.44	\$44.00	· ·	\$310,169.44
11	ID	BOP/OPLMA TMP					\$62,065.00	\$62,065.00
12	ID	Owyhee/OPLMA TMP					\$90,693.00	\$90,693.00
		Wood River Valley			.			0460000
	ID	TMP	*** • • • • • • • • • • • • • • • • • •	0=: 0=	\$124,961.95	\$225.16	\$63,859.00	· ·
	ID	N. Zone FO	\$57,015.93	\$71.27			Φ 55 33 0 00	\$57,015.93
15	MT	Little Rockies					\$57,228.00	\$57,228.00

		Grassland Bird/Greater						
		Sage-Grouse Priority						
		Areas and Frenchman						
16	MT				\$130,131.45	\$263.96		\$130,131.45
		Greater Sage Grouse –						
		Carter, Powder River						
		and Custer Counties						
		General Habitat Area						
17	MT	(GHA)			\$138,941.65	\$82.12		\$138,941.65
18	NV	Pine Nuts			\$139,263.65	\$139.26	\$80,887.00	\$220,150.65
19	NV	Lyon CO TMA	\$145,002.70	\$72.50				\$145,002.70
20	OR	Jack Mountain	\$25,186.07	\$82.58				\$25,186.07
21	OR	Drewsey.	\$19,286.21	\$108.35				\$19,286.21
22	OR	Folley Farm	\$17,416.47	\$139.33				\$17,416.47
23	OR	12 Mile-Paulina	\$19,744.84	\$106.73				\$19,744.84
24	OR	Brothers	\$20,915.00	\$123.03				\$20,915.00
	Litoh	Rich, Summit,						
25	Utah	Morgan,	\$41,179.64	\$82.36	\$125,643.95	\$251.29		\$166,823.59
26	Utah	Sheeprock,			\$156,523.25	\$54.92		\$156,523.25
27	Utah	Box Elder			\$144,632.55	\$96.42		\$144,632.55
28	WY	Cumberland Carter	\$122,510.86	\$81.29				\$122,510.86
		Seminoe Pathfinder						
29	WY	West	\$37,333.94	\$83.52				\$37,333.94
		Semino Pathfinder East						
	WY		\$38,563.02	\$84.94				\$38,563.02
31	WY	Saratoga	\$59,459.10	\$73.95				\$59,459.10
32	WY	Checkerboard	\$81,647.70	\$81.65				\$81,647.70

BPA Calls may be awarded using these prices for up to 12 months following award of the BPA.

Ex. 2



Amstutz, Brian <banstutz@blm.gov>

[EXTERNAL] UT Kanab, RI - Sample Letters of Authorization

Vicky Miles <vicky@arsplanning.com> To: "Glenn, Evan" <eglenn@blm.gov>, "Amstutz, Brian" <bamstutz@blm.gov> Cc: Les Weeks <les@arsplanning.com>

Thu, Dec 6, 2018 at 2:19 PM

Hi Evan and Brian.

I have attached for your review two sample authorization letters that the BLM in Montana issued to our field crews while conducting route inventory in Miles City. I also attached a letter that we provided to our crews while conducting route inventory in Utah for the WDD. As mentioned in my earlier email, we think it is a good idea for our crews to carry some sort of authorization letter with them. It makes them feel more secure knowing that if anyone should stop them and ask what they are doing, they can present them with the authorization letter. It also gives the inquiring person a way to follow-up and verify that they are doing legitimate government authorized work.

Let me know if you need anything else, or have any questions on these authorization letters.

Vicky

Vicky Miles

Office Manager

Advanced Resource Solutions, Inc.

Travel Management, Land Use Planning & Implementation Specialists

3420 Coach Lane, Suite 13

Shingle Springs, CA 95682

Tele: 530-676-1095

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From: Glenn, Evan <eglenn@blm.gov> Sent: Thursday, December 6, 2018 12:38 PM

To: Vicky Miles <vicky@arsplanning.com>; Amstutz, Brian <bamstutz@blm.gov>

Subject: Re: [EXTERNAL] UT Kanab, RI - Letters of Authorization

Thanks Vicky.

Brian. Only last few emails in this thread are pertinent to the letter of authorization discussion.

Evan Glenn

Trails and Travel Management Program Lead

BLM Utah State Office

Office: 801-539-4235

440 West 200 South - Suite 500

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On Thu, Dec 6, 2018 at 1:10 PM Vicky Miles <vicky@arsplanning.com> wrote:

Hi Evan,

Les forwarded your email to me. We have used letters of authorization in the past, but not consistently; it depends upon the client's desires and the project. The crews feel more comfortable having them with them in that it gives them some official authorization to be present on the public lands in an official capacity. I will try to find some examples for you and I will send them to you in the next couple of days.

Thanks,

Vicky

From: Glenn, Evan <eglenn@blm.gov> Sent: Thursday, December 6, 2018 11:43 AM To: Les Weeks <les@arsplanning.com>

Subject: Re: [EXTERNAL] RE: Draft TMP EA schedule

Thanks Les. I was actually calling about something else. Letter of authorizations for route inventory work. Do you like them? Standard Practice? Template? as we prepare for work in Grand Staircase NM units and KEPA.

Evan Glenn

Trails and Travel Management Program Lead

BLM Utah State Office

Office: 801-539-4235

440 West 200 South - Suite 500

Salt Lake City, UT 84101

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On Thu, Dec 6, 2018 at 11:33 AM Les Weeks <les@arsplanning.com> wrote:

Hi Evan.

I noticed that you tried to reach me a little while ago on my cell. I'm sorry that I missed your call as I left my phone in my office while I was meeting with our business accountant in his office.

I'm assuming that your call might have been about this email which I have not yet responded to; I' very sorry for that but was out most of last week with a very bad case of the flu and have been in only intermittently this week as well, as my recovery has been very slow.

In spite of being sick though, I did take a very close look at Ikumi's work on Saturday and again on Sunday. My conclusion then and still is that I am of the belief that we can make this work and that I like her work and the new additions she has suggested, both in terms of milestones and nomenclature. What remains for me to do in the coming week or so, is to use this input to edit the schedules that we have already drafted for the Richfield, Price San Rafael Desert and Moab Canyon Rim TMP EA efforts. However, as I am sure that many would point out, the Richfield and San Rafael Desert are not subject to the 180 day limit; nonetheless, I want to see if some of Ikumi's new ideas (e.g. many of which were BLM steps) can be added to our previous work to improve upon it.

In the even you were calling about something else, please don't hesitate to text, email or try calling in and I will do my best to be more responsive.

Ex. 3

Philpott, Romney (ENRD)

From: Philpott, Romney (ENRD)
Sent: Tuesday, July 23, 2019 3:28 PM

To: Steve Bloch

Cc: 'Guzy, Gary'; 'Barker, Shruti'; 'Mizerak, John'; 'Desormeau, Kate'; 'Fein, Ian'; 'Iwata,

Jackie'; hmcintosh@earthjustice.org; ychi@earthjustice.org

Subject: RE: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM

decisions authorizing motorized vehicle use on closed routes in Grand Staircase-

Escalante National Monument

Attachments: Route Inventory BPA.pdf

Steve et al.,

The BLM informs me that that the route inventory work is essentially complete, and while there's a chance that an additional route or routes could be inventoried in the future, there are no plans to do that currently. With respect to your other questions, the BLM's BPA Travel Management for Route Inventory, Evaluation and Planning (attached), which was part of the September 2018 contract, includes restrictions on the contractor's inventory work related to resource conditions and evaluation criteria. These limitations, while not directly addressing "cross-country" travel, inform the scope of the contractor's authority to engage in official use of non-designated routes (for instance, under the BPA, "reclaimed routes will not be driven so as to not cause resource damage or to encourage further use if they are in a reclaiming mode."). The BLM does not currently have a list of routes/GPS coordinates of those routes inventoried in July.

Thanks, Romney

From: Philpott, Romney (ENRD)
Sent: Monday, July 22, 2019 11:35 AM
To: Steve Bloch <steve@suwa.org>

Cc: 'Guzy, Gary' <GGuzy@cov.com>; 'Barker, Shruti' <SBarker@cov.com>; 'Mizerak, John' <JMizerak@cov.com>; 'Desormeau, Kate' <kdesormeau@nrdc.org>; 'Fein, Ian' <ifein@nrdc.org>; 'Iwata, Jackie' <jiwata@nrdc.org>; hmcintosh@earthjustice.org; ychi@earthjustice.org

Subject: RE: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument

Steve et al.,

Attached is a copy of the contract. We should have responses to more of your questions later today/tomorrow.

Thanks, Romney

From: Philpott, Romney (ENRD)
Sent: Friday, July 19, 2019 7:42 PM
To: Steve Bloch <steve@suwa.org>

Cc: 'Guzy, Gary' < <u>GGuzy@cov.com</u>>; 'Barker, Shruti' < <u>SBarker@cov.com</u>>; 'Mizerak, John' < <u>JMizerak@cov.com</u>>; 'Desormeau, Kate' < <u>kdesormeau@nrdc.org</u>>; 'Fein, Ian' < <u>ifein@nrdc.org</u>>; 'Iwata, Jackie' < <u>jiwata@nrdc.org</u>>; hmcintosh@earthjustice.org; ychi@earthjustice.org

Case 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 62 of 76

Subject: RE: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument

Steve,

I've forwarded your questions to BLM and will provide additional information next week.

Thanks, Romney

From: Steve Bloch < steve@suwa.org> Sent: Friday, July 19, 2019 11:32 AM

To: Philpott, Romney (ENRD) < RPhilpott@ENRD.USDOJ.GOV

Cc: 'Guzy, Gary' < <u>GGuzy@cov.com</u>>; 'Barker, Shruti' < <u>SBarker@cov.com</u>>; 'Mizerak, John' < <u>JMizerak@cov.com</u>>; 'Desormeau, Kate' < <u>kdesormeau@nrdc.org</u>>; 'Fein, Ian' < <u>ifein@nrdc.org</u>>; 'Iwata, Jackie' < <u>jiwata@nrdc.org</u>>; hmcintosh@earthjustice.org; ychi@earthjustice.org

Subject: RE: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument

Romney -

We have a few follow-up questions from your email on Tuesday afternoon regarding ARS's activities in the Grand Staircase-Escalante National Monument. Thank you in advance for your time and assistance. Because we remain concerned that BLM's decision to authorize motorized vehicle use of these routes should have been brought to our attention pursuant to the Notice Order, and because this matter appears to involves ongoing resource damage within the Monument (including lands described as excluded from the Monument by Presidential Proclamation No. 9682), we hope to receive your response as soon as possible.

- Would you please provide us with a copy of (or the special identification number (SIN) for) the contract that BLM "entered into" on September 13, 2018 for route inventory within the boundaries of the Grand Staircase-Escalante National Monument? We already have a copy of ARS's nationwide contract with the General Services Administration (Contract # GS-10F-0261S; attached) for the contracting period of May 18, 2016 through May 17, 2021.
- BLM's Authorization for Route Inventory (March 18, 2019) states that ARS is authorized to use "[a]Il
 routes on BLM-administered public lands within the project area, subject to resource conditions and
 established evaluation criteria." Can you please explain what the clause "subject to resource conditions
 and established evaluation criteria" means, and provide us copies of or links to any/all cited materials?
- We would like to know where in the Monument (including lands described as excluded inventoried), including route names (if applicable), GPS coordinates, and dates, ARS will be working through the end of the contract period. Relatedly, can you please explain how BLM and/or ARS will decide which routes to inventory between now and the end of the contract period?

Case 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 63 of 76

- We would like BLM to provide the route names and GPS coordinates for routes that ARS has inventoried in July 2019.
- We would also like to know whether ARS has been given authorization to drive cross-country within the Monument and/or whether ARS has been instructed not to drive cross-country as they complete their work.

Steve

Stephen Bloch Legal Director Southern Utah Wilderness Alliance 425 East 100 South Salt Lake City, Utah 84111 Phone: 801 428 3981

Fax: 801 486 4233 steve@suwa.org

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From: Philpott, Romney (ENRD) [mailto:Romney.Philpott@usdoj.gov]

Sent: Tuesday, July 16, 2019 5:53 PM **To:** Steve Bloch <steve@suwa.org>

Cc: 'Guzy, Gary' < <u>GGuzy@cov.com</u>>; 'Barker, Shruti' < <u>SBarker@cov.com</u>>; 'Mizerak, John' < <u>JMizerak@cov.com</u>>; 'Desormeau, Kate' < <u>kdesormeau@nrdc.org</u>>; 'Fein, Ian' < <u>ifein@nrdc.org</u>>; 'Iwata, Jackie' < <u>jiwata@nrdc.org</u>>; hmcintosh@earthjustice.org; ychi@earthjustice.org

Subject: RE: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument

Steve and all,

As a follow up to Friday's email, on September 13, 2018, the BLM entered into a contract to undertake a route inventory for lands within the Grand Staircase-Escalante National Monument, as well as for lands that were excised from the Monument by Proclamation No. 9682. As noted below, the federal contractors' use of any routes in the course of the inventory work is "official use" under the BLM's OHV regulations, and therefore required no additional authorization.

Subsequently, as indicated in the attached email, the contractor requested that the BLM provide it with a letter that its employees could present to anyone who might stop them and question their presence, etc. In response to this request,

Case 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 64 of 76

the BLM provided the attached ARS Authorization Letter for the contractors' employees to carry with them to address this concern. The letter notes that its bearer is an employee of a federal contractor who has the authority to use all routes within the project area.

Because the route inventory work is official use, and because the decision to undertake the inventory occurred prior to the Notice Order being issued, we do not believe that the Notice Order is implicated by this work.

Please let me know if you have additional questions, etc.

Thanks, Romney

From: Philpott, Romney (ENRD) Sent: Friday, July 12, 2019 4:50 PM

To: Steve Bloch <steve@suwa.org>; Coleman, Judith (ENRD) <JColeman3@ENRD.USDOJ.GOV>

Cc: 'Guzy, Gary' < <u>GGuzy@cov.com</u>>; 'Barker, Shruti' < <u>SBarker@cov.com</u>>; 'Mizerak, John' < <u>JMizerak@cov.com</u>>; 'Desormeau, Kate' < <u>kdesormeau@nrdc.org</u>>; 'Fein, Ian' < <u>ifein@nrdc.org</u>>; 'Iwata, Jackie' < <u>jiwata@nrdc.org</u>>; hmcintosh@earthjustice.org; ychi@earthjustice.org

Subject: RE: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument

Steve,

Thanks for your patience on this—as Guillermo informed you, I just returned to the office today (and Judy is on extended leave).

In response to your letter, we are aware of route inventory work being conducted by a federal contractor. Our initial information is that the work constitutes "official use" under 43 CFR 8340.0-5(a) & (d), and therefore generally would not require any additional authorization under BLM's regulations, cf. 43 CFR 8341.1. Moreover, the contract for the work was issued before the Notice Order issued. However, I am looking into this more and will follow up with any additional information early next week.

Thanks, Romney

From: Steve Bloch < steve@suwa.org> Sent: Tuesday, July 9, 2019 12:06 PM

To: Philpott, Romney (ENRD) <RPhilpott@ENRD.USDOJ.GOV>; Coleman, Judith (ENRD) <JColeman3@ENRD.USDOJ.GOV>

Cc: 'Guzy, Gary' < <u>GGuzy@cov.com</u>>; 'Barker, Shruti' < <u>SBarker@cov.com</u>>; 'Mizerak, John' < <u>JMizerak@cov.com</u>>; 'Desormeau, Kate' < <u>kdesormeau@nrdc.org</u>>; 'Fein, Ian' < <u>ifein@nrdc.org</u>>; 'Iwata, Jackie' < <u>jiwata@nrdc.org</u>>; hmcintosh@earthjustice.org; ychi@earthjustice.org

Subject: TWS v Trump (17-2587) and GSEP v Trump (17-2591): Letter from Plaintiffs re: BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument

Dear Romney and Judith -

Please find attached a letter addressed to your attention regarding BLM decisions authorizing motorized vehicle use on closed routes in Grand Staircase-Escalante National Monument. Thank you for your prompt attention to this matter. Feel free to contact either Steve (steve@suwa.org, 801.428.3981) or Gary (gguzy@cov.com, 202.662.5978) with any questions.

Case 1:17-cv-02587-TSC Document 107-1 Filed 08/13/19 Page 65 of 76

Stephen Bloch Legal Director Southern Utah Wilderness Alliance 425 East 100 South Salt Lake City, Utah 84111 Phone: 801 428 3981

Fax: 801 486 4233 steve@suwa.org

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Ex. 4

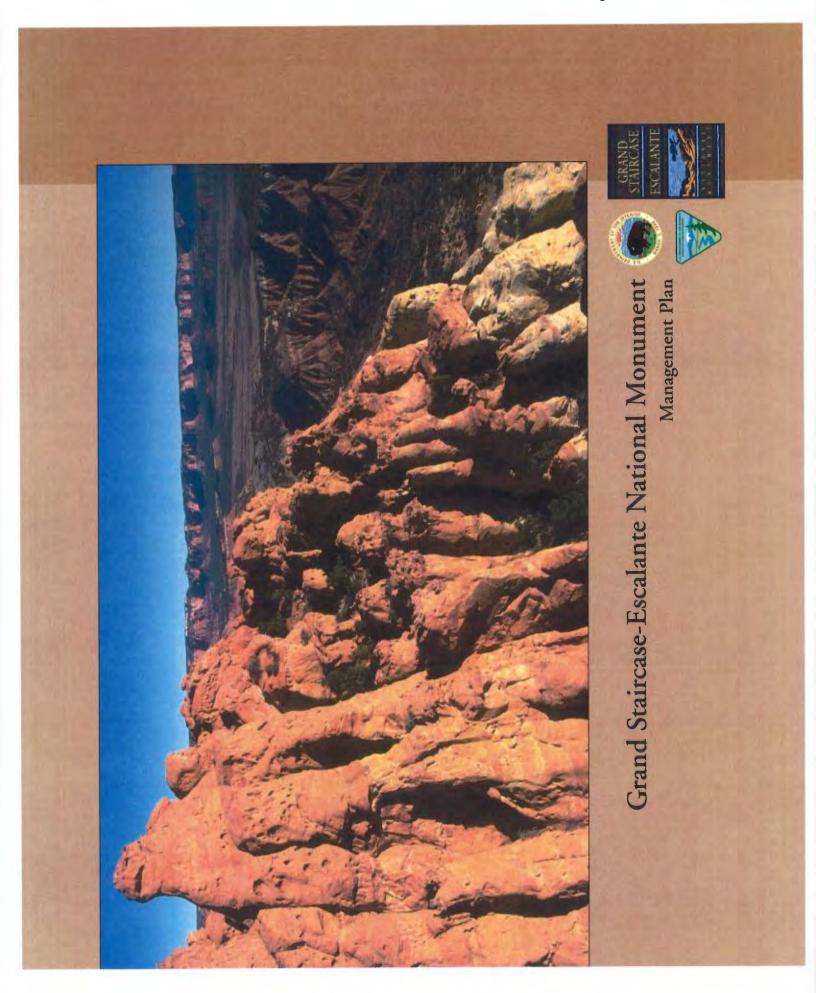


Table of Contents	
Proclamation	_
Title Page	
Overview	
Record of Decisionvii	
Table of Contents	
Chapter 1 - Purpose and Need	
Introduction Internation I	
Purpose and Need	
General Discussion Overall Vision	
Public Participation and Collaboration	
Chapter 2 - Management Plan	
	~
	m -
Management of Resources	~ ~
***************************************	-
Archaeology E. L. J. Worlding	-
nal Species	. ~
	_
	on
Mol	0
Riparian 20	o -
ological Soul Crusts	
Vegetation Creamy Creation Dlant Consider	3 m
od Haneing Gardens	10
	8
	/
	00 4
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Reseeding after Fires	0 0
	_
y for Assuring Water Availability	$\overline{}$
th	4, 1
f Visitors and Other Uses	0
Camping Climbine	2
ςς	9
	9
Competitive and Special Events	9 6
Emergency and Management Exceptions Facilities	/

Visitor Facilities in the Gateway Communities	1
***************************************	_
Fees	6
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***************************************	<i>ک</i> د
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	2 6
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Other Existing Rights or Interests	2 ;
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Wildlife Services	χ.
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GSENM Advisory Committee	ັລ
Chapter 3 - Implementation and Adaptive Management Framework	3
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Appendices 4

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Map 1: Land Status

Map 2: Management Zones and Transportation System

Map 2: Management Zones and Transportation System

Map 3: Forestry Product Areas

Map 4: Special Management Designations

Map 5: Special Management Areas

Map 6: Visual Resource Management Areas

Map 6: Visual Resource Management Classes

Map 7: Wild and Scenic River Suitable Segments - Escalante Drainage

Map 8: Wild and Scenic River Suitable Segments - Paria Drainage

Map 9: Wilderness Study Areas





CAMP-7 Campfires will be allowed only in designated fire grates, designated fire pits, or mandatory fire pans in the Frontcountry and Passage Zones, and wood collection for campfires will not be permitted. In the Outback and Primitive Zones, fire pans will be encouraged and dead and down wood may be collected in areas where campfires are allowed.

Climbing

- CLMB-1 Climbing will not be allowed in archaeological sites, on natural bridges or arches, or within identified threatened and endangered species nesting areas.
- CLMB-2 Climbing areas may be seasonally closed to assure that disturbance to raptor nesting activities does not occur.
- CLMB-3 The BLM will work with the public to identify climbing areas and develop specific management plans for them. Criteria for designation of climbing areas will be established for the Monument.
- CLMB-4 Climbing will be subject to zone and other specific management restrictions.

Collections

COL-1 Collection of Monument resources, objects, rocks, petrified wood, fossils, plants, parts of plants, animals, fish, insects or other invertebrate animals, bones, waste, or other products from animals, or of other items from within the Monument will be prohibited. Exceptions could include: collections authorized by permit in conjunction with authorized research or management activities; the collection of small amounts of fruits, nuts, and berries for personal, non-commercial use; the collection of certain natural materials by Native American Indians under BLM permit; the collection of

and the collection of dead and down wood for immediate use in campfires, where campfires are allowed. The above prohibitions shall not be deemed to diminish the responsibility and authority of the State of Utah for management of fish and wildlife, including the regulation of hunting and fishing, on Federal lands within the Monument.

Commercial Filming

FILM-1 Filming may be approved in all zones if the activity complies with the zone requirements and Plan provisions. Permits for commercial filming will be required and the preparation of a project-level NEPA document (BLM Manual 2920) may be required.

Competitive and Special Events

- EVENT-1 Special events may be approved, under permit, if the event meets other zone requirements and Plan provisions.
- EVENT-2 Special events will be permitted in accordance with the requirements of the most restrictive zone that the event encounters.
- EVENT-3 No competitive events will be allowed.

Emergency and Management Exceptions

EMERG-1 In emergency circumstances, vehicles may pull immediately off designated routes (see Transportation and Access for related decisions).

EMERG-2 Limited exceptions to the general management provisions may be granted by the Monument Manager. These exceptions may allow off-highway vehicle use, aircraft landing, motorized or mechanized access on closed routes, or use of mechanized equipment in closed areas. Exceptions may be made in emergencies, or where clearly essential to serve Monument management purposes. Exceptions may be made in cases such as carrying out search and rescue operations.

Chapter 2

fire prevention and control, and other uses where justified. Certain authorized users may be given motorized access not given to the general public for specific, authorized uses as described in the Administrative Routes and Authorized Users section in this chapter.

Facilities

Visitor Facilities in the Gateway Communities

communities, outside the Monument. These include a availability of infrastructure; economic considerations, the BLM. Any construction activities associated with determinations will be made by the communities and Cannonville, Glendale, and Big Water. Their precise these sites are contingent upon funding by Congress. Monument headquarters in Kanab, an Interagency Office in Escalante, and visitor contact stations in Monument staff will also be available at the Paria Contact Station and at the Anasazi State Park in In an effort to protect Monument resources and including market feasibility; the availability of communities, major facilities and the services locations will be based on factors such as the associated with them will be located in these provide economic opportunities in the local financing; and managerial concerns. These Boulder. FAC-1

Visitor Facilities in the Monument

FAC-2 All facilities and signs will be consistent with the Monument Interpretive Plan, the Monument Facilities Master Plan, and the Monument Architectural and Landscape Theme (all in the process of development).

FAC-3 The Monument Facilities Master Plan will address and be consistent with the Americans with Disabilities Act of 1973, the Rehabilitation Act of 1973, and the Architectural Barriers Act of 1968.

FAC-4 All projects causing surface disturbance will be subject to NEPA analysis and the standard stipulations described in Appendix 2.

FAC-5 No projects or activities that result in permanent fills or diversions in, or placement of permanent facilities on special flood hazard areas (as designated by the Federal Emergency Management Agency), will occur within the Monument.

All facilities and parking areas will be designed to be unobtrusive and to meet the visual resource objectives (see the Visual Resource Management section for related decisions).

FAC-6

FAC-7

The development of water may be provided in limited circumstances, where necessary for visitor safety or resource protection, in the Frontcountry or Passage Zones. The provision of water at sites within the Monument will be very limited because the only facilities provided will be modest pullouts, parking areas, trailheads, picnic sites, toilets, and primitive camping areas. These sites do not require water, including most toilets which could use other technologies.



Bridge Across Calf Creek (photo by BLM)

Frontcountry Zone:

FAC-8 As the focal point for visitation, visitor day-use facilities and signs will be added as necessary for visitor use, safety, and the protection of sensitive resources, in addition to

SCI-9 All research will meet Monument data collection standards to be established by the Monument Manager with the advice of the GSENM Advisory Committee, and will provide information that feeds directly into the adaptive management framework.

Transportation and Access

Public Access

resources, implement the planning decisions, and provide on RS 2477 assertions, routes will be governed under the TRAN-1 This Plan designates the route system for the Monument. which routes will be open was to determine which routes valid existing rights.1 The specific routes shown open for considered necessary or desirable (for resource protection rights-of-way are issued or in the event of legal decisions document) shows routes that will be open for public use Administrative Routes and Authorized Users section for camping site, heavily used thoroughfare) and present no significant threat to Monument resources. These routes considered closed upon approval of this Plan, subject to and those available for administrative use only (see the access some destination (e.g., scenic overlook, popular related decisions). Any route not shown on Map 2 is communities. The basic philosophy in determining mechanized public access. In the event that Title 5 The transportation map (Map 2, in the back of the purposes) will not be kept open for motorized and will be open for public use. Routes that were not public use are based on a variety of considerations including what is needed to protect Monument for the transportation needs of surrounding terms of these actions.

TRAN-2 Cross-country motorized travel will be prohibited in accordance with 43 CFR 8340 Off-Road Vehicle (OHV) regulations. Use on designated routes is allowed. OHV designations will be either "closed" (in the Primitive Zone) or "limited to designated routes" (in the Frontcountry, Passage, and Outback Zones) (Map 2). These designations are consistent with standard BLM designations provided for in BLM Manual 8340. Vehicles may pull off routes no more than 50 feet for parking and camping in the Outback Zone, except where prohibited (see the Camping and Forestry Products section for related decisions). No off-highway vehicle play areas will be designated in the Monument.

TRAN-3 Use of bicycles is limited to designated routes and cross-country travel is not allowed.

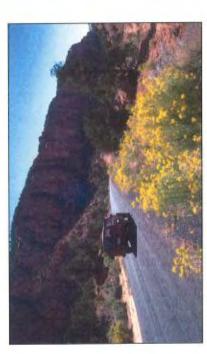
TRAN-4 Street legal motorized vehicles, including four-wheeldrive and mechanized vehicles (including bicycles), will be allowed on approximately 908 miles of routes designated open in the Frontcountry, Passage, and Outback Zones (Map 2). In order to display all open routes, this mileage number includes sections of Highways 12 and 89 within the Monument. No routes will be designated open in the Primitive Zone.

TRAN-5 Non-street legal all-terrain vehicles (ATVs) and dirt bikes will be restricted to those routes designated as open for their use. Non-street legal ATVs and dirt bikes will be allowed on approximately 553 miles of the 908 miles of routes designated open to street legal vehicles in the Frontcountry, Passage, and Outback Zones; no routes will be designated open to these vehicles in the Primitive Zone.

Some government entities may have a valid existing right to an access route under Revised Statutes (R.S.) 2477, Act of June 26, 1886, ch. 262, § 8, 14 Stat. 251 [codified as amended at 43 U.S.C. § 932 until repealed in valid existing right-of-way in the Grand Staircase Escalante National Monument. Nothing in this Plan alters in any way any legal rights the Counties of Garfield and Kane or the State of Utah has to assert and protect R.S. 1976 by the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579, Section 706(a), Stat. 2744, 2793 (1976)], which granted "[the right-of-way for the construction of highways over public lands not reserved for public uses.]" As described in the United States Department of Inflerior, Report to Congress on R.S. 2477 (June 1993), claims of rights-of-ways under R.S. 2477 are contentious and complicated issues. Utah, filed Oct. 3, 1996, pendig). It is unknown whether any R.S. 2477 claims would be asserted in the Monument which are inconsistent with the transportation decisions made in the Approved Plan or whether any of those R.S. 2477 claims would be determined to be valid. To the extent inconsistent claims are made, the validity of those claims would have to be determined. If claims are determined to be valid R.S. 2477 highways, the Approved Plan will respect those as valid existing rights. Otherwise, the transportation system described in the Approved Plan will be the one administered in the Monument. Nothing in this Plan exclinguishes any which have resulted in extensive litigation. See e.g., Sierra Club v. Hodel, 848 F.2d 1068 (10th Cir. 1988); Southern Utah Wilderness Alliance v. Bureau of Land Management, Consolidated Case No. 2:96-CV-836-S (D. 2477 rights, and to challenge in Federal court or other appropriate venue, any BLM road closures that they believe are inconsistent with their rights.

47

TRAN-6 All zones will allow hikers, horses, and pack animals, except where noted elsewhere to protect resources.



Burr Trail (photo by Jerry Sintz)

Maintenance

- TRAN-7 With the exception of those segments listed below, open routes may be maintained within the disturbed travel surface area as of the date of this Plan; no widening, passing lanes, or other travel surface upgrades could occur. Deviations from the current maintenance levels will be allowed as follows (subject to Wilderness Study Area Interim Management Policy, BLM Manual H-3550-1):
 - Hole-in-the-Rock Road: Allow stabilization of washout prone areas, primarily along the southeastern end, to prevent erosion and sediment loading in drainages.
- Smoky Mountain Road: Allow stabilization in the Alvey Wash section to prevent erosion and sediment loading in drainages.

 Cottonwood Wash Road: Allow stabilization of
- washout prone areas, primarily along the southern section, to prevent erosion and sediment loading in drainages.

 Skutumpah Road: Allow new crossing for safety at
- Skutumpah Road: Allow new crossing for safety at Bull Valley Gorge, and stabilization of washout prone areas, primarily along the northern section, to prevent erosion and sediment loading in drainages.

IRAN-8 In the event that Title 5 rights-of-way are issued, or in the event of legal decisions on RS 2477 assertions, maintenance activities will be governed under the terms of those actions.

Chapter 2

Management Plan

TRAN-9 The BLM will continue to work with the Utah Department of Transportation (UDOT) on issues related to route maintenance for Highways 12 and 89. This will cover maintenance and safety work activities. Any new ground disturbance will require site-specific environmental analysis.

Trails

- TRAN-10 In the Frontcountry Zone, a full range of trails could be developed and maintained in order to provide opportunities for visitors.
- TRAN-11 In the Passage Zone, trails could be developed and maintained where needed for protection of Monument resources or for public safety.
- TRAN-12 Trails may only be developed or maintained in the Outback and Primitive Zones where necessary to protect Monument resources.
- TRAN-13 The BLM will work with UDOT to explore the possibility of developing bicycle lanes or parallel bicycle routes along Highways 12 and 89.
 TRAN-14 The Great Western Trail is proposed to traverse the Monument in the Grand Staircase section. The BLM is currently working with adjacent agencies to select an
 - TRAN-14 The Great Western Trail is proposed to traverse the Monument in the Grand Staircase section. The BLM is currently working with adjacent agencies to select an appropriate route through the Monument that is consistent with the objectives in this Plan. The route currently identified will be on existing routes designated open to ATVs in this Plan. This process may require further NEPA analysis.

Administrative Routes and Authorized Users

TRAN-15 The BLM will be responsible for administrative routes which will be limited to authorized users. These are existing routes that lead to developments which have an administrative purpose, where the BLM or some permitted user must have access for regular

others carrying out authorized activities under a permit accessing recognized traditional cultural properties, and notification and opportunity to comment. Authorized for legitimate and specific purposes. Maintenance will be the minimum required to keep the routes open for Access will be strictly limited and will only be granted cabins, weather stations, communication sites, spring administrative purpose of the route ceases, the route designated open for certain administrative purposes State or Federal agencies, Native American Indians users could include grazing permittees, researchers, developments, corrals, and water troughs. Routes (approximately 182 miles) are shown on Map 2. developments include such things as powerlines, limited use by high clearance vehicles. If the will be evaluated for closure following public maintenance or operation. These authorized or other authorization. TRAN-16 Beyond the routes shown on Map 2, the BLM will work with any individual operating within the Monument under existing permits or authorizations to document where access must continue in order to allow operation of a current permit or authorization. Routes that go only to BLM range monitoring and study areas will not be maintained, but periodic vehicular access to these sites will be granted for required range monitoring uses.

Road Restoration Strategy

TRAN-17 The BLM's strategy for restoring routes that will no longer be available for public or administrative motorized use in the Monument will be phased over a period of years. This will be accomplished as rapidly as funding permits. It is anticipated that this could take as many as ten years. Each year, a percentage of the Monument's base budget will be used to restore routes in areas that are easily accessible to the public and that involve sensitive resources in immediate danger of being degraded. Generally, routes in the Frontcountry and Passage Zones will be closed first. However, there may be routes in the Outback and Primitive Zones that will be considered on a case-by-case basis.

The proposal for restoration will include:

- not repairing washed out routes
- natural barriers, such as large boulders
- dead and down wood to obscure route entry ways
 - fences
- ripping up the route bed and reseeding with vegetation natural to that area
- replacing gates with a fence if area has a fence in
 - place visitor education and information

Each route will be looked at individually, and the best, least intrusive method will be used based on the geography, topography, soils, hydrology, and vegetation. The first several hundred feet of select routes identified for closure could be left open to provide pull-out areas or camping opportunities, preventing new ground disturbance elsewhere.

Enforcement

- TRAN-18 The BLM's strategy to keep vehicles on designated travelways will be to hire additional staff including law enforcement personnel to patrol by foot, horse, and vehicle.
- TRAN-19 Maps and signs will be used to help educate the public about routes that are open and closed. The information will be on the Monument website, at the visitor centers/contact stations, and sent to the media.
- TRAN-20 The BLM is pursuing cooperative agreements with the Sheriff departments in Kane and Garfield Counties to facilitate shared law enforcement and support for enforcing established closures.
- TRAN-21 The BLM will continue to work with the counties, the State, the communities, and others to communicate correct information about the transportation network to the visiting public and to residents.
- TRAN-22 A volunteer program that will assist in educating visitors about access and other issues will also be developed.

Chapter 2

TRAN-23 Monument staff will be scheduled to patrol on a regular basis throughout the year. Additional patrols will be added for intense use periods.

Aircraft Operations

Congress has delegated monitoring and control of the National Airspace System to the Federal Aviation Administration (FAA). At the present time, airspace over the Monument is subject to numerous aviation regulations designed to establish a safe operating environment for all aircraft.

- TRAN-24 The Department of Defense operates two Military
 Training Routes across the Monument. The BLM will
 work with the Department of Defense to ensure that
 military training routes are appropriate to Monument
 management.
- TRAN-25 The BLM will work cooperatively with aircraft operators, adjacent land managing agencies, and the FAA to direct overflights to appropriate management zones.
- TRAN-26 The only active airstrip inside the Monument is the New Home Bench airstrip near Boulder, which is located partially on U.S. Forest Service and partially on BLM lands. No other airstrip would be permitted in the Monument.
- TRAN-27 A number of entities holding rights-of-way or permits,
 State agencies, and the BLM use aircraft for patrolling,
 monitoring, maintenance, and repair functions.
 Necessary aircraft operations for rights-of-way holders,
 permittees, and other agencies will be documented in
 the appropriate permit, authorization or a
 Memorandum of Agreement. Landing of aircraft for
 these purposes will be limited to the minimum
 necessary to meet the required maintenance or repair
 function.
- TRAN-28 Natural ambient sound is an important component of the resource and visitor experience. Studies on the effects of noise utilizing both visitor surveys and sound measuring instruments will be completed to determine

what the noise baseline is for various areas within the Monument. Studies will be coordinated for areas that border adjacent National Parks.

Utility Rights-of-Way and Communication Sites

Monument managers are committed to working with nearby communities and other land management agencies to pursue management activities which cooperatively accomplish the objectives of each agency within the constraints of Federal law.

- LAND-1 The BLM will work with local communities and utility providers to identify short and long-term community needs for infrastructure which could affect Monument lands and resources.
- LAND-2 Community projects which require public lands access or use will be subject to necessary project level NEPA analysis.
- LAND-3 The BLM will work with the sponsor of a project to meet Monument Plan objectives for protecting resources. Alternative locations for projects will be identified when unavoidable conflicts arise. In order to protect Monument resources, such projects will be focused in appropriate zones as discussed below.
- LAND-4 In general, proposals for diverting water out of the Monument will not be permitted. Exceptions could be made as discussed previously in WAT-2 of the Water section in this chapter.
- LAND-5 In the Frontcountry and Passage Zones, communication sites and utility rights-of-way will be allowed, but will have to meet visual resource objectives (see the Visual Resource Management section for related decisions).
- LAND-6 In the Outback Zone, communication sites and utility rights-of-way will be allowed within the constraints of the zone, where no other reasonable location exists, and will meet the visual objectives (see the Visual Resource Management section for related decisions).