Attachment 1 BLM Authorization Letter for Route Inventory



United States Department of the Interior

BUREAU OF LAND MANAGEMENT Grand Staircase-Escalante National Monument 669 South Highway 89A Kanab, UT 84741 https://www.blm.gov/utah



IN REPLY REFER TO: 8342 (UT030)

March 18, 2019

AUTHORIZATION FOR ROUTE INVENTORY

The Bureau of Land Management (BLM) Grand Staircase-Escalante National Monument (GSENM) and Kanab Field Office (KFO) have issued a route inventory contract to Advanced Resource Solutions (ARS). The project purpose is to conduct an inventory of existing travel routes and related data for use in future land use planning efforts. The project area include all public lands within GSENM as defined in Presidential Proclamation 9682, as well as the public lands that were previously within GSENM as defined in Presidential Proclamation 6920.

The bearer of this letter is employed by Advanced Resource Solutions, conducting business for the BLM under federal contract. ARS employees are authorized motorized and non-motorized access to public lands managed by the BLM within the project area.

Name: Advanced Resource Solutions, Inc.

Address: 3420 Coach Lane, Suite 13, Shingle Springs, CA 95682-8406

Telephone Number: (530) 676-1095

To use the following roads, trails or area: All routes on BLM-administered public lands within the project area, subject to resource conditions and established evaluation criteria

In order to conduct the following operations: Travel route inventory

Dates/Times of Use: March 25, 2019 – September 16, 2019

Standard Stipulations:

- Authorization restricted to ARS field crews conducting route inventory work
- Copy of authorization to be kept with authorized field crews and associated vehicles
- ARS shall notify BLM within 24 hours of any major conflicts or issues
- Wash vehicles prior to use on BLM lands to prevent introduction of weeds
- Clean vehicle under-carriage and catalytic converter as necessary to reduce fire danger

BLM Project and Emergency Contacts:

Name	Title	Phone
Brian Amstutz	Outdoor Recreation Planner	(435) 644-1235
Jabe Beal	Outdoor Recreation Planner	(435) 690-9283
Harry Barber	Monument Manager (Acting)	(435) 691-6630
Whit Bunting	Kanab Field Office Manager (Acting)	(435) 689-0809
Aaron Kania	Supervisory Law Enforcement Ranger	(435) 592-9493

Harry Barber

Monument Manager (Acting)

Grand Staircase-Escalante National Monument

Date

Whit Bunting

Field Office Manager (Acting)

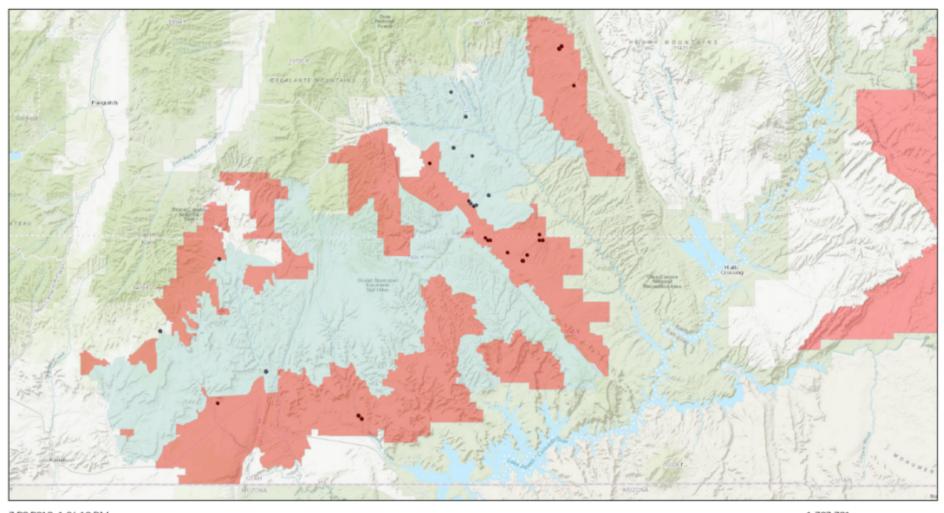
Kanab Field Office

Date /

Attachment 2

Topographical Map of Illegal Activity in the Monument

Terra Truth Data 5/31-7/29



7/29/2019, 1:26:10 PM Grand Staircase Escalante Boundaries Reduced Boundary

Excluded Boundary

Each dot represents one instance of illegal use



Sources: Esrl, HERE, Garmin, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esrl Japan, METI, Esrl China (Hong Kong), (c) OpenS breeMap contributions, and the GIS User Community

Attachment 3 ARS Award Package

		Case 1:17-com	02580RTS9	epl ies or nsernt	ı ₫.65 -1	Fi	led 07/30/19	Page 7	of 32	2 PAGE (OF PAGES	
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3. ORDER NO. 140L5718	3F0074		4. REQUISITION/F		Burea	u o	f Land Manage	ment				
5. ISSUING OFFICE (Address correspondence to) BLM UT-STATE OFC ADM SVCS BR (UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101			St	oress aircase Escal way 89A	ante Nat	iona	l Monu	ıment				
					c. CITY Kanab)				d. STATE UT	e. ZIP CODE 84741	
7. TO: ATT	N GOVT	POC-Leslie Weel	ks		f. SHIP VI	A					<u>I</u>	
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ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

CONTRACT NO.

DATE OF ORDER

PAGE NO

ORDER NO.

Case 1:17-cvs0A560LESControduation 105-1 Filed 07/30/19 Page 8 of 32

L15PA00149 140L5718F0074 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED ACCEPTED PRICE (d) (a) (f) (b) (c) (e) (g) Any changes to this contract require prior approval from the Contracting Officer of this BPA Call. Contracting Officer: Leslie Gunn (801) 539-4177 lgunn@blm.gov Technical Points of Contact are listed in the body of the contract below. Legacy Doc #: BLM CO Invoice Review Required: Y Admin Office: BLM UT STATE OFC ADM SVCS-UT952 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101 Period of Performance: 09/17/2018 to 09/16/2019 00010 Base Tasks 1 & 2 204,983.00 Task 1 - Special Requirements 5.1.4.1 and 5.1.4.2 Task 2 - Route Inventory 5.1 for an estimated 3,150 miles See attachments for project details and requirements. Accounting Info: 01 Account Assignm: K G/L Account: 6100.252U0 Business Area: L000 Commitment Item: 252U00 Cost Center: LLUT030000 Functional Area: L17110000.BY0000 Fund: 18XL1109AF Fund Center: LLUT030000 PR Acct Assign: 01 Funded: \$130,000.00 Accounting Info: 02 Account Assignm: K G/L Account: 6100.252U0 Business Area: L000 Commitment Item: 252U00 Cost Center: Continued ... \$204,983.00 TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

Case 1:17-cvs6QE6QLESConDronoularroom 105-1 Filed 07/30/19 Page 9 of 32 IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. L15PA00149 140L5718F0074 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED ACCEPTED **PRICE** (d) (f) (a) (b) (c) (e) (g) LLUT030000 Functional Area: L10200000.DF0000 Fund: 18XL1109AF Fund Center: LLUT030000 PR Acct Assign: 02 Funded: \$5,000.00 Accounting Info: 03 Account Assignm: K G/L Account: 6100.252U0 Business Area: L000 Commitment Item: 252U00 Cost Center: LLUT980300 Functional Area: L10200000.DF0000 Fund: 12XL1109AF Fund Center: LLUT980300 PR Acct Assign: 03 Funded: \$18,550.00 Accounting Info: 04 Account Assignm: K G/L Account: 6100.252U0 Business Area: L000 Commitment Item: 252U00 Cost Center: LLUT980300 Functional Area: L10200000.DF0000 Fund: 15XL1109AF Fund Center: LLUT980300 PR Acct Assign: 04 Funded: \$17,450.00 Accounting Info: 05 Account Assignm: K G/L Account: 6100.252U0 Business Area: L000 Commitment Item: 252U00 Cost Center: LLUT980300 Functional Area: L13300000.DF0000 Fund: 16XL1109AF Fund Center: LLUT980300 PR Acct Assign: 05 Funded: \$33,983.00 00020 Optional Task 1 - Route Inventory for up to 0.00 300 additional miles in project area. Amount: \$0.00(Option Line Item) 365 Days After Award 00030 Optional Task 2 - Route Inventory for up to 0.00 300 additional miles in project area. Amount: \$0.00(Option Line Item) 365 Days After Award DUNS: 790913409 Continued ...

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

PAGE NO

Case 1:17-cv**s@fisDulis@continumation**105-1 Filed 07/30/19 Page 104of 32

CONTRACT NO. DATE OF ORDER ORDER NO. L15PA00149 140L5718F0074 QUANTITY ITEM NO. SUPPLIES/SERVICES UNIT UNIT AMOUNT QUANTITY PRICE (e) ACCEPTED (g) ORDERED (d) (a) (f) (b) (c) The total amount of award: \$204,983.00. The obligation for this award is shown in box 17(i). \$0.00 TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

2 - Section 2	5
	5
4 - Section 4	
2 - Sec	ction 2

Clauses

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (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 [CO to edit and include the documentation required under this contract]:

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)

AUTHORITIES AND DELEGATIONS (MAY 2010)

- (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. The COR for this contract will be:
- [fill in name, address, telephone numbers, and email address of COR at award]
- (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 is risk.

(End of notice)

CONTRACTOR PERFORMANCE INFORMATION (DIAPR) 2010-14, Amendment 1

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)

4 - Section 4

Clauses

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (DEC 2014)

- (a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (c) Representation. By submission of its offer, the offeror represents that-
 - (1) It is not an inverted domestic corporation; and
 - (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

- (i) The Offeror and/or any of its Principals-
 - (A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - (D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of

the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (JUL 2013)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

Grand Staircase-Escalante National Monument and Kanab Escalante Resource Area Travel Route Inventory

STATEMENT OF WORK

Project Description:

BLM-Utah is requesting a route inventory (BPA Task 5.1) for the Grand Staircase-Escalante National Monument (GSENM) and the lands administered by the Bureau of Land Management that were excised from GSENM under Presidential Proclamation 9682. These excised lands are referred to as the Kanab-Escalante Resource Area (KERA).

The total acreage of the project area to be inventoried is 1,880,461 acres, including the three separate and irregularly shaped units of GSENM (1,006,341 acres) and one irregular and discontiguous unit of the KERA (874,532 acres).

Inventory and recording standards should be followed as described in Task 5.1 of the <u>BPA Travel Management for Route Inventory, Evaluation, and Planning L15PS00292</u>. Additional special requirements are identified below.

Tasks

Including all components as outlined in BPA 5.1. Optional tasks are subject to availability of funding and may be executed in any order, simultaneously, or not at all.

- Base Task 1
 - Special requirements 5.1.4.1 Create Geodatabase and 5.1.4.2 Create Data Dictionary for entire project area.
- Base Task 2
 - Route inventory (BPA Task 5.1) for an estimated 3,150 miles
- Optional Task 1
 - Route inventory (BPA Task 5.1) for up to 300 additional miles in project area.
- Optional Task 2
 - Route inventory (BPA Task 5.1) for up to 300 additional miles in project area.

Applicable special requirements

- 5.1.4.1 Create Geodatabase for GSENM and KERA as components of Base Task
- 5.1.4.2 Create Data Dictionary for GSENM and KERA as components of Base Task

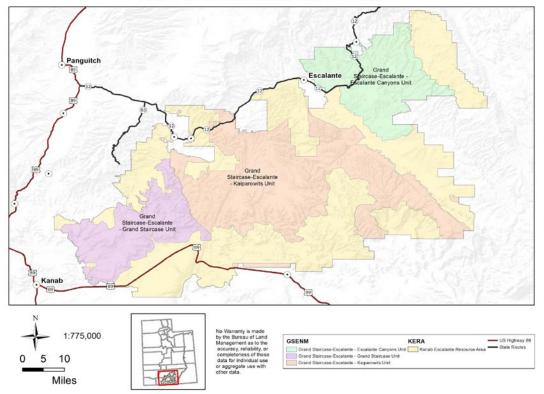
Schedule

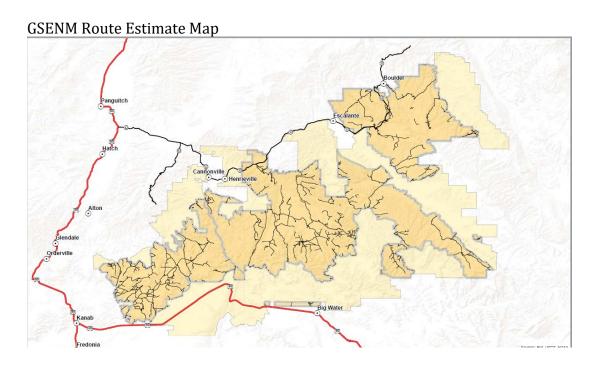
The period of performance for the base task is 1 year from the day the contract is awarded. Should the options be exercised, the contract may be extended up to 6 months from the day the modification to exercise is executed.

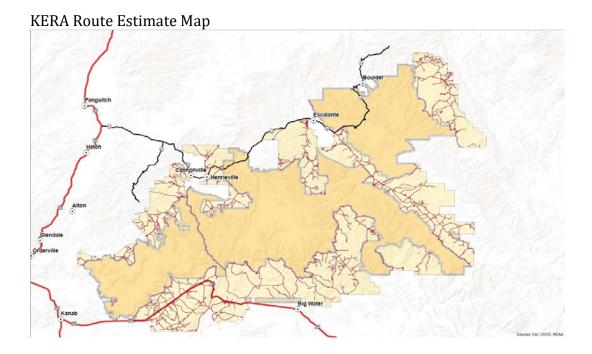
- Base Task Completed within 1 year of contract award.
- Optional Tasks Completed within 6 months of execution.

Maps









Deliverables

As outlined in 5.1.5 Deliverables for each of 3 GSENM units and 1 KERA unit separately. Inventory product must be to a standard that BLM or any vendor can use the data for route evaluation and development of a Travel Management Plan and related National Environmental Policy Act document.

Payment Schedule

The Contractor shall be paid a fixed unit price for the services performed under the contract.

- 100% payment for 5.1.5.4, 5.1.5.5 in Base Task upon delivery.
- 25% payment of base task inventory work upon completion and delivery of 25% of inventory data to BLM, next 25% payment upon completion and delivery of next 25% of inventory data to BLM, next 25% payment upon completion and delivery of next 25% of inventory data, final 25% payment upon completion and delivery of final 25% of inventory data.
- 100% payment for optional tasks upon completion and delivery of data for each task.

Project Personnel

BLM Project Lead:
Brian Amstutz
Outdoor Recreation Planner
Grand Staircase-Escalante National Monument
bamstutz@blm.gov
435-644-1235

BLM Project Sub-lead for KERA:

Dan Gunn
Outdoor Recreation Planner
Kanab Field Office
degunn@blm.gov
435-644-1280

BLM Contracting Officer Representative (COR):

Jabe Beal
Outdoor Recreation Planner
Grand Staircase-Escalante National Monument
jbeal@blm.gov
435-826-5601

BLM Contracting Officer:

Leslie Gunn Utah State Office lgunn@blm.gov 801-539-4177

CLAUSES IN ADDITION TO BPA SETUP

Clauses - This BPA Call incorporates the terms and conditions of the base BPA. In addition, the following clauses/provisions are added:

52.217-7 Option for Increased Services -- Separately Priced Line Item

The Government may exercise the Optional Tasks outlined in the Statement of Work, identified in the Schedule as optional tasks, at the price stated in the Schedule. The Contracting Officer shall exercise the Optional Tasks by written notice to the Contractor anytime from date of contract award to contract completion.

52.217-8 Option to Extend Services

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.

WD 15-5495 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

Division of

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5495

Revision No.: 5

Director Wage Determinations Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Utah

Daniel W. Simms

Area: Utah Counties of Beaver, Garfield, Iron, Kane

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.54
01012 - Accounting Clerk II	15.20
01013 - Accounting Clerk III	17.01
01020 - Administrative Assistant	20.97
01035 - Court Reporter	19.50
01041 - Customer Service Representative I	11.89
01042 - Customer Service Representative II	13.37
01043 - Customer Service Representative III	14.59
01051 - Data Entry Operator I	11.89
01052 - Data Entry Operator II	12.98
01060 - Dispatcher, Motor Vehicle	16.80
01070 - Document Preparation Clerk	14.10
01090 - Duplicating Machine Operator	14.10
01111 - General Clerk I	11.71
01112 - General Clerk II	12.78
01113 - General Clerk III	14.35
01120 - Housing Referral Assistant	17.68
01141 - Messenger Courier	11.64
01191 - Order Clerk I	12.93
01192 - Order Clerk II	14.11
01261 - Personnel Assistant (Employment) I	14.71
01262 - Personnel Assistant (Employment) II	16.45
01263 - Personnel Assistant (Employment) III	18.35
01270 - Production Control Clerk	17.99
01290 - Rental Clerk	13.84
01300 - Scheduler, Maintenance	14.18
01311 - Secretary I	14.18
01312 - Secretary II	15.87
01313 - Secretary III	17.68

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01320	- Service Order Dispatcher	14.95
01410	- Supply Technician	20.97
01420	- Survey Worker	13.31
01460	- Switchboard Operator/Receptionist	10.46
01531	- Travel Clerk I	12.39
01532	- Travel Clerk II	13.15
01533	- Travel Clerk III	13.78
01611	- Word Processor I	13.94
	- Word Processor II	15.88
	- Word Processor III	17.61
	Automotive Service Occupations	17.01
	- Automobile Body Repairer, Fiberglass	19.06
	- Automobile Body Repairer, Fibergrass - Automotive Electrician	18.09
	- Automotive Electrician - Automotive Glass Installer	17.17
	- Automotive Worker	17.14
	- Mobile Equipment Servicer	15.24
	- Motor Equipment Metal Mechanic	18.82
	- Motor Equipment Metal Worker	17.14
05190	- Motor Vehicle Mechanic	17.82
05220	- Motor Vehicle Mechanic Helper	14.11
05250	- Motor Vehicle Upholstery Worker	16.19
05280	- Motor Vehicle Wrecker	17.14
05310	- Painter, Automotive	18.09
	- Radiator Repair Specialist	17.14
	- Tire Repairer	13.10
	- Transmission Repair Specialist	18.46
	Food Preparation And Service Occupations	10.10
	- Baker	14.04
	- Cook I	12.97
	- Cook II	15.03
	- Cook II - Dishwasher	8.71
	- Food Service Worker	
		9.11
	- Meat Cutter	13.77
	- Waiter/Waitress	9.80
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	18.10
	- Furniture Handler	12.27
09080	- Furniture Refinisher	18.10
09090	- Furniture Refinisher Helper	13.49
09110	- Furniture Repairer, Minor	15.88
09130	- Upholsterer	18.10
11000 -	General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.69
	- Elevator Operator	10.69
	- Gardener	15.27
	- Housekeeping Aide	11.91
	- Janitor	11.91
	- Laborer, Grounds Maintenance	11.79
	- Maid or Houseman	8.86
	- Pruner	10.94
	- Tractor Operator	14.23
	- Trail Maintenance Worker	11.79
	- Window Cleaner	13.38
	Health Occupations	
	- Ambulance Driver	14.67
	- Breath Alcohol Technician	16.68
	- Certified Occupational Therapist Assistant	22.88
	- Certified Physical Therapist Assistant	22.87
12020	- Dental Assistant	14.24
12025	- Dental Hygienist	30.54
	- EKG Technician	25.28

12035 - Electroneurodiagnostic Technologist		25.28
12040 - Emergency Medical Technician		14.67
12071 - Licensed Practical Nurse I		14.91
12072 - Licensed Practical Nurse II		16.68
12073 - Licensed Practical Nurse III		18.59
12100 - Medical Assistant		13.50
12130 - Medical Laboratory Technician		14.91
12160 - Medical Record Clerk		13.90
12190 - Medical Record Technician		20.80
12195 - Medical Transcriptionist		14.91
12210 - Nuclear Medicine Technologist		36.65
12221 - Nursing Assistant I		10.72
12222 - Nursing Assistant II		12.05
12223 - Nursing Assistant III		13.15
12224 - Nursing Assistant IV		14.76
12235 - Optical Dispenser		16.68
12236 - Optical Technician		14.91
12250 - Pharmacy Technician		16.18
12280 - Phlebotomist		14.76
12305 - Radiologic Technologist		23.60
12311 - Registered Nurse I		22.82
12312 - Registered Nurse II		27.91
12312 Registered Nurse II, Specialist		27.91
12314 - Registered Nurse III		33.76
12314 Registered Nurse III 12315 - Registered Nurse III, Anesthetist		33.76
12316 - Registered Nurse IV		40.47
12310 - Registered Nurse IV 12317 - Scheduler (Drug and Alcohol Testing)		20.66
12320 - Substance Abuse Treatment Counselor		17.87
13000 - Information And Arts Occupations		17.07
		16.49
13011 - Exhibits Specialist I		
13012 - Exhibits Specialist II		20.44
13013 - Exhibits Specialist III		25.00
13041 - Illustrator I 13042 - Illustrator II		18.72
		23.20
13043 - Illustrator III		28.30
13047 - Librarian		22.73
13050 - Library Aide/Clerk		10.45
13054 - Library Information Technology Systems		20.53
Administrator		12.10
13058 - Library Technician		13.18
13061 - Media Specialist I		14.81
13062 - Media Specialist II		16.57
13063 - Media Specialist III		18.48
13071 - Photographer I		15.59
13072 - Photographer II		17.59
13073 - Photographer III		21.61
13074 - Photographer IV		26.44
13075 - Photographer V		31.98
13090 - Technical Order Library Clerk		15.49
13110 - Video Teleconference Technician		16.34
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.11
14042 - Computer Operator II		16.90
14043 - Computer Operator III		19.95
14044 - Computer Operator IV		21.75
14045 - Computer Operator V		24.10
14071 - Computer Programmer I	(see 1)	23.80
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	

1 41 0 0	Community Committee and Ameliant II	(1)	
	- Computer Systems Analyst II - Computer Systems Analyst III	(see 1) (see 1)	
	- Peripheral Equipment Operator		5.11
	- Personal Computer Support Technician		1.75
	- System Support Specialist		3.36
	Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)	3	1.89
	- Aircrew Training Devices Instructor (Rated)		8.58
	- Air Crew Training Devices Instructor (Pilot)		2.72
	- Computer Based Training Specialist / Instructor		1.89
	- Educational Technologist		2.83
	- Flight Instructor (Pilot)		2.72
	- Graphic Artist - Maintenance Test Pilot, Fixed, Jet/Prop		2.72
	- Maintenance Test Pilot, Rotary Wing		2.72
	- Non-Maintenance Test/Co-Pilot		2.72
	- Technical Instructor		8.64
	- Technical Instructor/Course Developer		2.82
	- Test Proctor	1	5.04
15120	- Tutor	1	5.04
	Laundry, Dry-Cleaning, Pressing And Related Occup		
	- Assembler		9.36
	- Counter Attendant		9.36 2.44
	- Dry Cleaner - Finisher, Flatwork, Machine		2.449.36
	- Finisher, Flatwork, Machine - Presser, Hand		9.36
	- Presser, Machine, Drycleaning		9.36
	- Presser, Machine, Shirts		9.36
	- Presser, Machine, Wearing Apparel, Laundry		9.36
	- Sewing Machine Operator		3.35
	- Tailor	1	4.14
16250	- Washer, Machine	1	0.45
19000 -	Machine Tool Operation And Repair Occupations		
	- Machine-Tool Operator (Tool Room)	1	8.68
	- Tool And Die Maker	2	2.87
	Materials Handling And Packing Occupations	_	
	- Forklift Operator		4.31
	- Material Coordinator		8.38
	- Material Expediter - Material Handling Laborer		8.38 2.38
	- Order Filler		1.96
	- Production Line Worker (Food Processing)		4.31
	- Shipping Packer		3.32
	- Shipping/Receiving Clerk		3.32
	- Store Worker I		1.65
	- Stock Clerk		6.54
21210	- Tools And Parts Attendant	1	4.31
	- Warehouse Specialist	1	4.31
	Mechanics And Maintenance And Repair Occupations		
	- Aerospace Structural Welder		5.76
	- Aircraft Logs and Records Technician		9.31
	- Aircraft Mechanic I		4.30
	- Aircraft Mechanic II		5.76
	- Aircraft Mechanic III - Aircraft Mechanic Helper		6.95 6.74
	- Aircraft, Painter		2.63
	- Aircraft Servicer		9.31
	- Aircraft Survival Flight Equipment Technician		2.63
	- Aircraft Worker		0.59
	- Aircrew Life Support Equipment (ALSE) Mechanic		0.59
I			

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23092 - Aircrew Life Support Equipment (ALSE) Mechanic	24.30
II	21.50
23110 - Appliance Mechanic	18.84
23120 - Bicycle Repairer	14.70
23125 - Cable Splicer	25.98
23130 - Carpenter, Maintenance	18.73
23140 - Carpet Layer	17.10
23160 - Electrician, Maintenance	21.78
23181 - Electronics Technician Maintenance I	21.64
23182 - Electronics Technician Maintenance II	23.70
23183 - Electronics Technician Maintenance III	25.21
23260 - Fabric Worker	17.27
23290 - Fire Alarm System Mechanic	20.83
23310 - Fire Extinguisher Repairer	16.01
23311 - Fuel Distribution System Mechanic	23.58
23312 - Fuel Distribution System Operator	17.93
23370 - General Maintenance Worker	16.62
23380 - Ground Support Equipment Mechanic	24.30
23381 - Ground Support Equipment Servicer	19.31
23382 - Ground Support Equipment Worker	20.59
23391 - Gunsmith I 23392 - Gunsmith II	16.01 18.54
23392 - Gunsmith III	21.06
	19.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.20
23411 - Heating, Ventilation And Air Contidioning	19.96
Mechanic (Research Facility)	19.90
23430 - Heavy Equipment Mechanic	22.27
23440 - Heavy Equipment Operator	20.92
23460 - Instrument Mechanic	23.00
23465 - Laboratory/Shelter Mechanic	19.80
23470 - Laborer	12.22
23510 - Locksmith	18.30
23530 - Machinery Maintenance Mechanic	22.01
23550 - Machinist, Maintenance	19.49
23580 - Maintenance Trades Helper	13.49
23591 - Metrology Technician I	23.00
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.51
23640 - Millwright	22.04
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	18.43
23790 - Pipefitter, Maintenance	21.59
23810 - Plumber, Maintenance	20.85
23820 - Pneudraulic Systems Mechanic	21.06
23850 - Rigger	21.06
23870 - Scale Mechanic	18.54
23890 - Sheet-Metal Worker, Maintenance	20.68
23910 - Small Engine Mechanic	17.46
23931 - Telecommunications Mechanic I	24.64
23932 - Telecommunications Mechanic II	26.12
23950 - Telephone Lineman	20.43
23960 - Welder, Combination, Maintenance	18.18
23965 - Well Driller	21.48
23970 - Woodcraft Worker	21.06
23980 - Woodworker	14.70
24000 - Personal Needs Occupations	11 70
24550 - Case Manager	11.70 9.97
24570 - Child Care Attendant 24580 - Child Care Center Clerk	
24610 - Chore Aide	12.45 11.65
21010 CHOIC AIGC	11.05

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24620	- Family Readiness And Support Services	11.70
	inator	
	- Homemaker	13.78
	Plant And System Operations Occupations	
	- Boiler Tender	25.82
	- Sewage Plant Operator	19.53
	- Stationary Engineer	25.82
	- Ventilation Equipment Tender	17.29
	- Water Treatment Plant Operator	19.53
	Protective Service Occupations	
	- Alarm Monitor	18.68
	- Baggage Inspector	12.47
	- Corrections Officer	19.80
	- Court Security Officer	19.30
	- Detection Dog Handler	18.83
	- Detention Officer	19.80
	- Firefighter	18.09
	- Guard I	12.47
	- Guard II	18.83
	- Police Officer I	21.39
	- Police Officer II	23.69
	Recreation Occupations	
	- Carnival Equipment Operator	11.87
	- Carnival Equipment Repairer	12.93
	- Carnival Worker	8.69
	- Gate Attendant/Gate Tender	14.60
	- Lifeguard	12.44
	- Park Attendant (Aide)	16.34
	- Recreation Aide/Health Facility Attendant	11.92
	- Recreation Specialist	19.35
	- Sports Official	13.01
	- Swimming Pool Operator	17.47
	Stevedoring/Longshoremen Occupational Services	00 50
	- Blocker And Bracer	22.52
	- Hatch Tender	22.52
	- Line Handler	22.52
	- Stevedore I	20.98
	- Stevedore II	24.05
	Technical Occupations	25 50
	- Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
	- Archeological Technician I	17.36
	- Archeological Technician II	18.37
	- Archeological Technician III	22.75
	- Cartographic Technician	22.75
	- Civil Engineering Technician	19.83
	- Cryogenic Technician I - Cryogenic Technician II	17.50 19.32
	- Drafter/CAD Operator I - Drafter/CAD Operator II	17.36 18.37
	- Drafter/CAD Operator III	20.48
	- Drafter/CAD Operator IV	24.96
	- Engineering Technician I	14.56
	- Engineering Technician II	16.34
	- Engineering Technician III	18.28
	- Engineering Technician IV	22.65
	- Engineering Technician V	27.71
	- Engineering Technician VI	32.84
	- Environmental Technician	20.38
	- Evidence Control Specialist	15.80
22075		

30210 - Laboratory Technician	19.00
30221 - Latent Fingerprint Technician I	17.50
30222 - Latent Fingerprint Technician II	19.32
30240 - Mathematical Technician	22.75
30361 - Paralegal/Legal Assistant I	17.20
30362 - Paralegal/Legal Assistant II	
	21.32
30363 - Paralegal/Legal Assistant III	26.08
30364 - Paralegal/Legal Assistant IV	31.55
30375 - Petroleum Supply Specialist	19.32
30390 - Photo-Optics Technician	22.75
30395 - Radiation Control Technician	19.32
30461 - Technical Writer I	20.95
30462 - Technical Writer II	25.64
30463 - Technical Writer III	31.00
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	24.96
30502 - Weather Forecaster II	30.37
30620 - Weather Observer, Combined Upper Air Or (see 2) 20.48
Surface Programs	•
	see 2) 22.75
31000 - Transportation/Mobile Equipment Operation Occupati	
31010 - Airplane Pilot	
<u>-</u>	28.85
31020 - Bus Aide	12.71
31030 - Bus Driver	18.19
31043 - Driver Courier	12.69
31260 - Parking and Lot Attendant	10.54
31290 - Shuttle Bus Driver	13.83
31310 - Taxi Driver	12.96
31361 - Truckdriver, Light	13.83
31362 - Truckdriver, Medium	16.84
31363 - Truckdriver, Heavy	20.89
31364 - Truckdriver, Tractor-Trailer	20.89
99000 - Miscellaneous Occupations	20.09
_	14.05
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.31
99050 - Desk Clerk	9.45
99095 - Embalmer	30.83
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.33
99252 - Laboratory Animal Caretaker II	12.91
99260 - Marketing Analyst	21.59
99310 - Mortician	33.91
99410 - Pest Controller	16.96
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	16.98
99711 - Recycling Specialist	20.20
99730 - Refuse Collector	15.21
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.61
99830 - Survey Party Chief	18.63
99831 - Surveying Aide	13.27
99832 - Surveying Technician	16.93
99840 - Vending Machine Attendant	18.17
99841 - Vending Machine Repairer	22.14
99842 - Vending Machine Repairer Helper	18.17

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form $1444 \; (SF-1444) \; **$

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).