

# **TASK ORDER REQUEST FOR PROPOSAL**

## **OPTION YEAR 2 (2015)**

### **SMALL AREA AERIAL PHOTOGRAPHY CONTRACT (SAC) AERIAL PHOTOGRAPHY AND SCANNING SERVICES**

**Task Order Solicitation Number: SAC-TO-2-15-1**

**Task Order Issue Date: 3-MAR-2015**



U.S. DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY  
AERIAL PHOTOGRAPHY FIELD OFFICE

#### **NOTICE TO OFFEROR**

Proposals submitted in response to this RFP must be identified with the following information labeled on the outside of the mailing package:

**SOL.NO: SAC-TO-2-15-1**

**DUE DATE: 24-MAR-2015, 2:30 PM**

**RECEIVING OFFICE: CONTRACTING**

**Mail To: AERIAL PHOTOGRAPHY FIELD OFFICE  
CONTRACTING OFFICER  
2222 WEST 2300 SOUTH  
SALT LAKE CITY UTAH 84119-2020**

### **NOTICE TO OFFERORS :**

**PLEASE NOTE THE FOLLOWING SPECIAL TASK ORDER INSTRUCTIONS:**

This simplified task order RFP is issued under the Second Option Year covering the 2015 performance period, under the multi-award fixed-price IDIQ contract.

There are three (3) separate projects in this task order: 1. CONUS, 2. Hawaii, and 3. Puerto Rico & USVI.

Proposals must be presented in two parts: a pricing volume and a technical volume (please do not secure your proposal using a "plastic comb" or spiral type bindings). Two complete copies of the proposal are required.

- The pricing volume must contain a signed and completed copy of pages 1–4 and Exhibit 5 of this RFP.  
- The technical volume shall not exceed fifty 8½"x11" single-sided pages (equivalent double-sided is acceptable). Letters of commitment, resumes, camera calibration reports, and documentation to support camera approval may be provided in an attachment without page restrictions. Do not include any pricing or cost information in the technical volume.

Pricing for each project will be evaluated independently (See Paragraph 5.8). Task Order awards will be made based on procedures established in Section L-3.1 of the original solicitation.

**This RFP is subject to the Availability of Funds Clause (FAR 52.232-18), See Paragraph 5.5.**

TASK ORDER REQUEST FOR PROPOSAL (RFP)PART I – PRICING PROPOSAL**TASK ORDER RFP - SMALL AREA AERIAL PHOTOGRAPHY CONTRACT****1.0 AERIAL PHOTOGRAPHY SERVICES**

Furnish aerial photography and all related services and supplies in accordance with the requirements, specifications, terms, conditions, clauses, and provisions specified herein and in the original indefinite-delivery, indefinite-quantity contract, effective for the periods stated in the schedule. The Government's proposed project areas, quantities, and other parameters listed in Paragraphs 1.1 through 1.3 are subject to change through the negotiation process of selecting the "Best Value" source for task order award.

**1.1 Pricing Proposal – Project 1, Contiguous United States (CONUS) NRI**

<b>PROJECT 1 - 2015 CONUS NATIONAL RESOURCE INVENTORY (NRI) SITES</b>			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
<b>PROJECT 1 - PRICING PROPOSAL</b>			
TOTAL QUANTITY OF SITES/EXPOSURES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
	NRI SITE	\$	\$
	NRI SCAN	\$	\$
GRAND TOTAL			\$
<p><b><u>PRICING PROPOSAL INSTRUCTIONS:</u></b> Insert the total quantity of sites and scans, the unit price, and the total amount in the spaces provided above. On a separate paper, or delineated on a map, indicate by state(s) the NRI sites in your offer. <b>You must confirm your proposed state(s)</b> by marking the appropriate boxes in <u>Section 1.1 Contract Pricing Proposal – Project 1, CONUS NRI (continued), State Description, Quantities, and Check List.</u> <b>PLEASE NOTE: The minimum unit of offer is a complete state including all NRI sites and associated scans within that state.</b></p>			

### 1.1 Pricing Proposal – Project 1, CONUS NRI - continued

#### State Description, Quantities, and Check List

The following are state NRI site quantities for the 2015 CONUS requirements. Please mark the appropriate space provided below (Check Box) next to the state(s) you are offering in your task order proposal. A brief description of your proposed area is required in Section 1.1, of the previous page in the pricing proposal instructions.

CHECK	NRI	CHECK	NRI
BOX STATE SITES		BOX STATE SITES	
<input type="checkbox"/> ALABAMA 1,400		<input type="checkbox"/> NEVADA 739	
<input type="checkbox"/> ARIZONA 658		<input type="checkbox"/> NEW HAMPSHIRE 519	
<input type="checkbox"/> ARKANSAS 1,404		<input type="checkbox"/> NEW JERSEY 598	
<input type="checkbox"/> CALIFORNIA 2,139		<input type="checkbox"/> NEW MEXICO 1,386	
<input type="checkbox"/> COLORADO 1,666		<input type="checkbox"/> NEW YORK 1,679	
<input type="checkbox"/> CONNECTICUT 449		<input type="checkbox"/> NORTH CAROLINA 1,559	
<input type="checkbox"/> DELAWARE 286		<input type="checkbox"/> NORTH DAKOTA 2,011	
<input type="checkbox"/> FLORIDA 1,935		<input type="checkbox"/> OHIO 1,651	
<input type="checkbox"/> GEORGIA 1,605		<input type="checkbox"/> OKLAHOMA 1,538	
<input type="checkbox"/> IDAHO 1,622		<input type="checkbox"/> OREGON 1,333	
<input type="checkbox"/> ILLINOIS 2,211		<input type="checkbox"/> PENNSYLVANIA 1,818	
<input type="checkbox"/> INDIANA 1,514		<input type="checkbox"/> RHODE ISLAND 280	
<input type="checkbox"/> IOWA 1,756		<input type="checkbox"/> SOUTH CAROLINA 1,245	
<input type="checkbox"/> KANSAS 1,960		<input type="checkbox"/> SOUTH DAKOTA 1,847	
<input type="checkbox"/> KENTUCKY 1,451		<input type="checkbox"/> TENNESSEE 1,536	
<input type="checkbox"/> LOUISIANA 1,910		<input type="checkbox"/> TEXAS 4,780	
<input type="checkbox"/> MAINE 683		<input type="checkbox"/> UTAH 829	
<input type="checkbox"/> MARYLAND & DC 1,036		<input type="checkbox"/> VERMONT 566	
<input type="checkbox"/> MASSACHUSETTS 650		<input type="checkbox"/> VIRGINIA 1,732	
<input type="checkbox"/> MICHIGAN 2,044		<input type="checkbox"/> WASHINGTON 1,353	
<input type="checkbox"/> MINNESOTA 2,344		<input type="checkbox"/> WEST VIRGINIA 826	
<input type="checkbox"/> MISSISSIPPI 1,712		<input type="checkbox"/> WISCONSIN 1,827	
<input type="checkbox"/> MISSOURI 2,142		<input type="checkbox"/> WYOMING 918	
<input type="checkbox"/> MONTANA 1,491			
<input type="checkbox"/> NEBRASKA 1,714			

**TOTAL NRI SITES: 70,352 – CONUS**

Note: Task Order total quantities including Project 1: CONUS, Project 2: Hawaii, and Project 3: Puerto Rico & USVI

**TOTAL NRI SITES: 71,183 Sites**

1.2 Pricing Proposal – Project 2, Hawaii NRI

<b>PROJECT 2 - 2015 HAWAII AERIAL PHOTOGRAPHY AND SCANS OF THE NATIONAL RESOURCES INVENTORY (NRI) SITES</b>			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
<b>PROJECT 2 - PRICING PROPOSAL</b>			
TOTAL QUANTITY OF SITES/EXPOSURES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
387 NRI SITES	NRI SITE	\$	\$
	NRI SCAN	\$	\$
GRAND TOTAL:			\$
<p align="center"><u>PRICING PROPOSAL INSTRUCTIONS:</u></p> <p>Enter your proposed unit price and total amount in the spaces provided above. <b>PLEASE NOTE: The minimum unit of offer is the complete state including all NRI Sites and associated scans.</b></p>			

1.3 Pricing Proposal – Project 3, Puerto Rico & US Virgin Islands

<b>PROJECT 3 - 2015 PUERTO RICO AND US VIRGIN ISLANDS AERIAL PHOTOGRAPHY AND SCANS OF THE NATIONAL RESOURCES INVENTORY (NRI) SITES</b>			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
<b>PROJECT 3 - PRICING PROPOSAL</b>			
TOTAL QUANTITY OF SITES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
444	NRI SITE	\$	\$
	NRI SCAN	\$	\$
GRAND TOTAL:			\$
<p align="center"><u>PRICING PROPOSAL INSTRUCTIONS:</u></p> <p>Enter your proposed unit price and total amount in the spaces provided above. <b>PLEASE NOTE: The minimum unit of offer is all NRI Sites, including scans, within Puerto Rico and the Virgin Islands project areas.</b></p>			

## 1.4 FUNDING LIMITATIONS

The quantities of NRI Sites are estimates based on proposed funding. The quantities and locations may be adjusted as needed to accommodate potential funding limitations.

## 2.0 TASK ORDER REQUIREMENTS

The general scope of this task order is to procure vertical, high resolution, natural color, analog aerial photography and associated digital scans for the inventory of natural resources for the National Resource Inventory program (NRI). The United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) shall use the imagery acquired under this task order to collect, measure and monitor natural resource data by means of photo interpretation, change detection and use of Geographic Information Systems (GIS) technologies.

### 2.1 Task Order Performance Period

The performance period for the acquisition and delivery of NRI aerial photography is:  
**Date of Award (Approximately April 2015) through December 31, 2015.**

### 2.2 Intended Use of Photography

The primary use of the aerial photography is for photo interpretation, area and point delineation, monitoring, and Geographic Information Systems (GIS) measurements in support of multiple natural resource inventory and easement management programs.

### 2.3 Location of Work

The 2015 Small Area Projects cover a sample of 70,352 NRI Sites located in the 48 contiguous states, 387 NRI Sites in Hawaii, and 444 NRI Sites in Puerto Rico/US Virgin Islands. Please refer to Exhibit 2 (a-c) for 2015 NRI Locations,

### 2.4 Contract Deliverables

The deliverables for the NRI task order consist of the following:

- (a) **One (1) original color negative film image for each site, cut and sleeved,**
- (b) **One (1) positive digital scan of each film image,**
- (c) **Scan Data File(s) for scanned imagery,**
- (d) **Packing slip(s) completed as instructed. See Exhibit 4.**

Only one (1) aerial film image and its associated positive scan shall be provided for each of the NRI Sites identified in the exposure data that will be provided by the government.

### 2.5 Size of NRI Sample Sites

Nationally, the nominal size of a NRI sample site is approximately 160 acres (1/4 square mile). Exceptions to the nominal size include:

- (a) The 13 Northeastern states where the site size is 20 seconds of latitude by 30 seconds of longitude. This corresponds to a size from approximately 97 acres in Maine to 113 acres in Virginia. In Louisiana the NRI Site size is 500 meters by 500 meters, or 61.8 acres.

- (b) Various western states have 40 acre sites of irrigated areas and 640 acre sites of relatively homogeneous areas containing large tracts of range, forest, or barren land.
- (c) Other exceptions also exist, with some NRI Sites either being larger than 640 acres or smaller than 40 acres.

## 2.6 Project Flight Plan Description

- (a) All NRI Sites of 500 acres or less (300 acres in California, Illinois, Kansas, Missouri, South Dakota and Wyoming; 200 acres in UT) shall be flown at flight altitudes designed to achieve a nominal photographic scale of 1:7,920, with the nominal flight altitude above ground of 1,207 meters (3,960 feet) with a 6" focal length lens.
- (b) For oversize NRI Sites of greater than 500 acres, (300 acres in IL, KS, MO, SD or WY; 200 acres in UT) the nominal photographic scale is 1:12,000, with the nominal flight altitude above ground elevation of 1,829 meters (6,000 feet). For oversize NRI Sites greater than 900 acres within the conterminous 48 states, the nominal photographic scale is 1:15,840, with the nominal flight altitude above ground elevation of 2,414 meters (7,920 feet). There are approximately 1,377 over-size NRI Sites located in the following states:

STATE	QUANTITY	MIN. ACRES	MAX ACRES
CALIFORNIA	2	327	460
KANSAS	2	342	523
MISSOURI	13	309	414
NEBRASKA	204	553	692
NEW MEXICO	222	506	998
SOUTH DAKOTA	397	301	706
UTAH	256	207	911
WYOMING	281	302	1084
<b>TOTAL QUANTITY</b>	<b>1,377</b>		

- (c) Deviation from the specified flight altitude shall not exceed 2% low or 3% high. The State NRI Site Information for nominal ground elevations will be provided at the time of award.
- (d) NRI Site Flight Requirements:
  - (1) Flight Orientation: North - South or East - West
  - (2) Allowable Horizontal Deviation from Site Centroid: 109 meters (356 feet).
  - (3) The NRI Site Centroids shall be identified by latitude - longitude coordinates based on NAD 1983, and expressed in decimal degrees with five (5) decimal places of precision (for example: 31.50255 -87.10906).

## 2.7 Nominal Photographic Scales:

- (a) Standard Scales: 1:7,920, 1:12,000, and 1:15,840. Predominately 1:7,920 scale.
- (b) Non-Standard Scales: 1:24,000 to 1:40,000, as required.
- (c) Required non-standard scale(s) will be specified where needed.

## 2.8 Approximate Photographic Periods:

### (a) First Photo Period

Nearly all states and territories contain one or more counties with front-end extended photographic acquisition periods. These first photo period areas are designed to allow earlier photo acquisition windows for non-agricultural terrain. The First Photo Period ends when the State Photo Period(s) begins. See Exhibit 1, 2015 State Photo Periods.

### (b) State Photo Periods

There are 26 separate photographic acquisition periods, covering the contiguous United States, that are designed to capture specific crop types during their prime growing season. These photo periods generally follow state boundaries (with exceptions in CA and TX) and range between the dates of March 1 through September 30, 2015. Five (5) states have identified 'Priority' counties. These counties shall be flown before other counties within each of the states as ground and weather conditions permit. NRI Sites with elevations above 2,438 meters (8,000 feet) have been assigned an allowable alternate flying season of August 1, through September 30, 2015 where remaining snow below the timberline will be considered acceptable. Hawaii, Puerto Rico, and the US Virgin Islands may be flown within the task order performance period (Date of Award through December 31, 2015) as ground and weather conditions permit. See Exhibit 1, 2015 State Photo Periods.

### (c) Refer to the Contract, Section F-5, Performance of the Work.

## 2.9 Minimum Sun Angle: 30 Degrees

## 2.10 Aerial Film Camera:

### (a) Lens Focal Length(s).

- (1) Nominal Lens Focal Length: 6 inch (153mm);
- (2) Other Lens Focal Length: 8¼ inch (210mm) and 12 inch (305mm).

### (b) Filter: Antivignetting.

### (c) See Attachment A of the Contract, USDA Aerial Camera Specifications.

## 2.11 Aerial Film:

### (a) Aerial Film: Color Negative Aerial Film (Brand Names: Agfa Aviphot X400 PE1, Kodak Aerocolor IV 2460 or equivalent).

#### (1) Every film transparency shall be cut to the following dimensions:

- (i) Maximum Length: 25.4 cm (10 inches) long,
- (ii) Standard Film Width: 24.1 cm (9.5 inches) wide,

#### (2) The uniform cut-film dimensions are designed to standardize the film transparency storage requirements.

### (b) Film Densities – Natural Color Negative Films

All color negative film shall be exposed and processed to the manufacturer's specifications. Modified or non-standard processing is not permitted on this contract. Density measurements will be taken on negatives using a transmission densitometer with a 2mm probe for scales 1:36,000 and larger and with a 1mm probe for scales 1:36,000 and smaller. Readings will be made no closer than 38mm (1.50 inches) from

the image edge.

- (c) All minimum (D-min) and maximum (D-max) densities as measured on the original aerial film negatives using status M filters shall be no lower nor higher than the values provided below. All density values include the Base + Stain value.

<u>Max Base and Fog</u>	<u>D Min</u>	<u>D Max</u>
Red .25	Base + .20	Dmin + 1.00
Green .35	Base + .20	Dmin + 1.00
Blue .35	Base + .10	Dmin + .60

When required by the contracting officer to establish contract standards for color rendition, the Contractor shall supply representative samples of his work for evaluation. If approved, these shall be used as criteria for acceptance or rejection of the contract photographs

- (d) General Information – refer to Section C-5 of the Contract, Aerial Film.

## 2.12 Film Titling:

- (a) Every exposure shall be titled in accordance with the format and instructions specified in the contract. Refer to Section C-6 of the Contract, Titling of Aerial Photography.
- (b) Agency Designators: USDA-NRCS.
- (c) Site Identification Codes for the NRI Sites will be provided upon award.
- (d) Automatic electronic titling may be permitted upon Contracting Officer's approval.

## 2.13 Aerial Film Scanning:

- (a) The general requirement for film scanning is 40 microns, approximately 600 pixels per inch (PPI) using a photogrammetric quality scanner.
- (b) The color negative film shall be scanned as a color positive image.
- (c) The scans are to be delivered as Tagged Image Format File(s) (.tif(s)) on media indicated. Refer to Section C-7 of the Contract, Aerial Photography Scanning.

## 3.0 GOVERNMENT-FURNISHED PROPERTY

Pursuant to the Government-Furnished Property (GFP) clause (see Section I-2 of the contract) the Government shall furnish the item(s) of property listed below as GFP to the Contractor.

### 3.1 Exposure Data

The Contractor will be furnished upon award, for the states awarded, one (1) data text file containing the official Exposure Data and one (1) Esri compatible shapefile set showing the centroid location and boundary of each NRI site. The data text file contains latitude/longitude coordinates and NRI site identification data. The data shall be furnished by the government as represented by the following sample data set:



State	County	Poly-id Number	Latitude	Longitude	Elevation(Ft)	Acreage	Start	End	Priority
AL	Autauga	01035_040402R	32.38066	-86.66086	308	171.345	20150601	20150630	
CT	Hartford	09003_080402R	42.01980	-72.83128	446	102.622	20150701	20150815	
IN	Grant	18053_020102R	40.44244	-85.86891	846	159.695	20150701	20150930	
SC	York	45091_010101R	34.86437	-81.42939	499	158.527	20150515	20150731	Priority

### 3.2 Packing Slips

Packing slips shall be provided for each state at time of award. These contain a listing by state and county of the quantities of NRI Sites associated with each state. The instructions for filling them out are included in the header for the slip. See Exhibit 4, Packing Slip.

## 4.0 DELIVERY SCHEDULE

### 4.1 Original Materials - Delivery Schedule

All delivery materials required for all original and USDA ordered reflight aerial photography for a project shall be shipped as soon as completed but not later than 15 calendar days, except for Hawaii and Puerto Rico/USVI sites, after the photographic season has ended, or any season extension thereof. Prompt delivery of all materials will better assure the timely inspection and prompt payment for accepted materials.

### 4.2 Remake Materials - Delivery Schedule

All remake materials requested by USDA shall be shipped as soon as possible after correction is made, but no later than 15 days after receipt in the Contractor's facility of the materials or data required to make the corrections. Signed delivery receipts will be required to verify date of receipt of such data or materials by the Contractor.

### 4.3 CONUS Areas:

The delivery requirements for the 2015 NRI project are designed to achieve a uniform and consistent acquisition and delivery of materials from contractors. This is to facilitate a required steady flow of NRI Site data; both film and scans, to the three NRCS Remote Sensing Labs for processing. In order to accomplish this objective, the timely acquisition of all first photo period and state photo period counties, and the prompt delivery of all materials is essential. Punctual delivery of materials will better assure timely inspection, prompt payment, and continuous delivery to the NRCS. Where all photography has not been acquired in a county designated with a First Photo Period, the photography shall continue to be acquired within the State Photo Period upon the contractor's request and Government approval of a season extension. NOTE: Timely acquisition of the first photo period imagery is a factor in contractor performance evaluation.

- (a) Incremental Delivery: The Contractor shall deliver the film for any county that has been fully completed no later than 15 days from last site acquired for that county. The Government requests that every effort be made to provide both film and scanned

images within the same incremental delivery.

- (b) **2015 First Photo Periods:** The following delivery schedule shows the ***final delivery date for film***, established 15 days from the end of the First Photo Period dates (add 15 more days for scans):

State Group	First Photo Period Counties Photo Acquisition Dates	Required Date of Final Delivery
GA NC SC VA	No First Photo Period	
FL	NTP – April 15, 2015	April 30, 2015
CA(W)	NTP – May 1, 2015	May 16, 2015
KS, NM, AZ	NTP – May 15, 2015	May 30, 2015
ID MS NV OH OR TX(E) UT WY	NTP – June 15, 2015	June 30, 2015
CO CT IL IN KY ME MA MI MN MO NH OK RI TN TX(W) WI	NTP – July 1, 2015	July 16, 2015
NY VT WV	NTP – July 15, 2015	July 30, 2015
AL CA(N) TX(S) ND SD WA	NTP – June 1, 2015	June 16, 2015
AR LA NE PA	NTP – August 1, 2015	August 16, 2015
MD&DC NJ	NTP – August 15, 2015	August 30, 2015

*NTP = Notice to Proceed (Estimated prior to March 1, 2015)*

- (c) **2015 State Photo Periods:** The following delivery schedule shows the ***final delivery date for film***, established 15 days from the end of the State Photo Period dates (add 15 more days for scans):

State Group	State Photo Period Counties Photo Acquisition Dates	Required Date of Final Delivery
1. GA NC SC VA	NTP – May 15, 2015	May 30, 2015
2. CA(S)	NTP – May 31, 2015	June 15, 2015
3. FL	April 15 – June 15, 2015	June 30, 2015
4. CA(W)	May 1 – July 31, 2015	August 15, 2015
5. KS	May 15 – July 15, 2015	July 30, 2015
6. NM	May 15 – August 15, 2015	August 30, 2015
7. AZ	May 15 – Sept. 30, 2015	October 15, 2015
8. AL	June 1 – June 30, 2015	July 15, 2015
9. TX(S)	June 1 – July 15, 2015	July 30, 2015
10. ND SD	June 1 – July 31, 2015	August 15, 2015
11. WA	June 1 – August 15, 2015	August 30, 2015
12. CA(N)	June 1 – Sept. 30, 2015	October 15, 2015
13. MS	June 15 – July 15, 2015	July 30, 2015
14. ID MT OR NV TX(E) UT	June 15 – July 31, 2015	August 15, 2015

15. WY	June 15 – August 15, 2015	August 30, 2015
16. OH	June 15 – Sept. 30, 2015	October 15, 2015
17. IL MN	July 1 – July 31, 2015	August 15, 2015
18. CO CT OK MA ME RI TX(W) NH	July 1 – August 15, 2015	August 30, 2015
19. IA KY MO TN WI	July 1 – August 31, 2015	Sept. 15, 2015
20. IN MI	July 1 – Sep 30, 2015	October 15, 2015
21. WV	July 15 – August 15, 2015	August 30, 2015
22. NY VT	July 15 – Sep 15, 2015	Sept. 30, 2015
23. PA	Aug 1 – Aug 31, 2015	Sept. 15, 2015
24. AR LA NE	Aug 1 – Sep 30, 2015	October 15, 2015
25. DE MD NJ	Aug 15 – Sep 15, 2015	Sept. 30, 2015
26. AK	June 1 – August 30, 2015	Sept. 15, 2015

#### 4.4 Hawaii and Puerto Rico/US Virgin Islands:

The required delivery schedule for each of these non-CONUS areas is 30 days after the end of the flying season, or extensions thereof. The *recommended* delivery schedule is 15 days after complete acquisition of all required sites/exposures identified within a single Federal Information Processing Standard (FIPS) code.

The following delivery schedule shows the ***final delivery date for film***, established 30 days from the end of the State Photo Period dates (add 15 more days for scans):

State Group	State Photo Period Counties Photo Acquisition Dates	Required Date of Final Delivery
Hawaii	NTP – December 31, 2015	January 30, 2015
PR / USVI	NTP – December 31, 2015	January 30, 2015

#### 4.5 Delivery Schedule for Scanned Imagery

- (1) The NRI imagery scans shall be delivered **as full county coverage**. The Government requests that every effort be made to provide both film and scanned images within the same delivery. Where this is not possible, the film should be delivered prior to the scan. Rationale: (1) NRCS requires the scanned image to begin its processing. (2) The scan cannot be inspected and accepted without the accompanying film image.
- (2) Delivery Media: NRI scanned imagery shall be delivered on industry standard Serial ATA (Version I, II, or III) Hard Drive Disks (HDDs) in either 3.5 inch or 2.5 inch form factors. These shall be unenclosed (bare) drives packaged in anti-static sleeves, and shipped in containers sufficient to prevent damage to the drives. The files shall not be write-protected nor require an ‘administrative password’ to access them. The hard drive may contain more than one state.
- (3) The required final delivery date for all scanned imagery shall be 30 calendar days after the end of the last photographic period or any extension thereof.

#### 5.0 ADMINISTRATIVE MATTERS

### 5.1 Wage Determination

Wage Determination number 1995-222, Revision 37, dated December 22, 2014 will be applicable for Contractors located nationwide. See Exhibit 6, Wage Determination.

### 5.2 Annual Representations and Certifications

Contractors shall have and maintain a current System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) record. SAM registration is free and may be completed online at: [www.sam.gov](http://www.sam.gov). Please refer to the FAR Clause 52.204-08 - Annual Representations and Certifications (OCT 2014).

### 5.3 Small Business Subcontracting Plan

If applicable, all Contractors, except those certified as a small business concern, shall submit a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women owned small business concerns. The subcontracting plan shall be included and made a part of the resultant task order award and be negotiated with the Contracting Officer during the task order negotiation period. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award. Please refer to the Contract, Section G-6, Small Business Subcontracting Plan, FAR Clause 52.219-09.

### 5.4 Task Order Ombudsman

The Director of USDA-FSA-Aerial Photography Field Office shall serve as the Task Order Ombudsman and is responsible for reviewing complaints from the contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task orders issued under this contract. The Task Order Ombudsman may be contacted at telephone (801) 844-2907, or mail to: Director, APFO, 2222 West 2300 South, Salt Lake City, UT 84119.

### 5.5 Availability of Funds (FAR 52.232-18, April 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### 5.6 Non-Discrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication

of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### 5.7 Confidentiality Statement

Site locations of the National Resources Inventory (NRI) are "For Official Use Only" and shall remain confidential. Site locations, represented in either hardcopy or digital form, are available exclusively for use by government authorized personnel conducting resource inventory activities or other authorized use.

**Before release of exact site locations, offerors must agree to, by signature, the non-disclosure statements contained herein and submit with proposal. (See Exhibit 6, Non-disclosure Agreement and refer to Section C-1.1(d) of the contract.**

#### 5.8 Project Evaluation

Each of the three (3) projects proposed in this solicitation will be evaluated independently terms of pricing. The offeror's technical score will be combined with the individual pricing scores to determine ranking for each of the projects. Equipment and other information provided in Sections 6.0 through 10.0 of this task order solicitation (SAC-TO-2-15-1) shall be used in this task order's evaluation.

#### 5.9 IPP Notification

USDA has moved to a web-based invoicing system called Invoice Processing Platform (IPP). This web-based system will require contractors to create an account and submit all invoices electronically instead of submitting them to APFO. This new system allows contractors to actively track the status of invoices within the US Treasury's payment system and allows e-mail notification when invoices are paid.

#### 6.0 INCOMPLETE CONTRACTS AS OF DATE OF PROPOSAL:

<i>Indicate by Linear Miles</i>	Remaining Work - Summer	Remaining Work - Winter
U.S. Government Contracts		
All Other Contracts		

### 7.0 AIRCRAFT TO BE USED IN THE PERFORMANCE OF THIS CONTRACT:

Make/Model	Registration (Tail) Number	Operating Ceiling	Offeror Owned (check appropriate block)
			<input type="checkbox"/> Yes <input type="checkbox"/> No *
			<input type="checkbox"/> Yes <input type="checkbox"/> No *
			<input type="checkbox"/> Yes <input type="checkbox"/> No*

\* If the aircraft is/are not offeror owned, a written statement of availability from the owner of the aircraft must be enclosed. If needed, aircraft may be listed on a separate sheet of paper.

### 8.0 FILM CAMERA(S) TO BE USED IN THE PERFORMANCE OF THIS CONTRACT:

Current calibration report(s) must be enclosed or on file at the Aerial Photography Field Office.

Make/Model	Lens Number	OSL Calibration Date	Offeror Owned (check appropriate block)
			<input type="checkbox"/> Yes <input type="checkbox"/> No *
			<input type="checkbox"/> Yes <input type="checkbox"/> No *
			<input type="checkbox"/> Yes <input type="checkbox"/> No *

\* If the camera(s) is/are not offeror owned, a written statement of availability from the owner(s) of the camera(s) must be enclosed. If needed, cameras may be listed on a separate sheet of paper.

### 9.0 PAST PERFORMANCE REFERENCES

References for the previous three (3) years of record will be used to determine Past Performance. If no previous contracts have been held by the offeror with the Aerial Photography Field Office within that period the offeror may list two (2) references with which the offeror has held similar contracts. If possible, one reference should be within the Federal Government.

(List company or agency name, name of person to contact, and telephone number)

(1)

(2)

**10.0 KEY PERSONNEL INTENDED FOR PERFORMANCE ON THIS CONTRACT:**

List all key professional and technical personnel intended to perform on this contract. List may include project manager, pilot(s), photographer(s), and key back-up or support personnel. If needed, Key Personnel may be listed on a separate sheet of paper.

Name	Title	Education	Years of Experience

**LIST OF EXHIBITS AND ATTACHMENTS**

EXHIBIT	DESCRIPTION	PAGE
Exhibit 1	2015 State Photo Periods (1 page)	16
Exhibit 2(a)	2015 NRI CONUS Sample (1 page)	17
Exhibit 2(b)	2015 NRI Hawaii Locations (1 Page)	18
Exhibit 2(c)	2015 NRI Puerto Rico & US Virgin Islands Locations (1 Page)	19
Exhibit 3	Progress Report (1 page)	20
Exhibit 4	Packing Slip (1 page)	21
Exhibit 5	Non-disclosure Agreement (3 pages)	22-24
Exhibit 6	Wage Determination (4 pages)	25-28



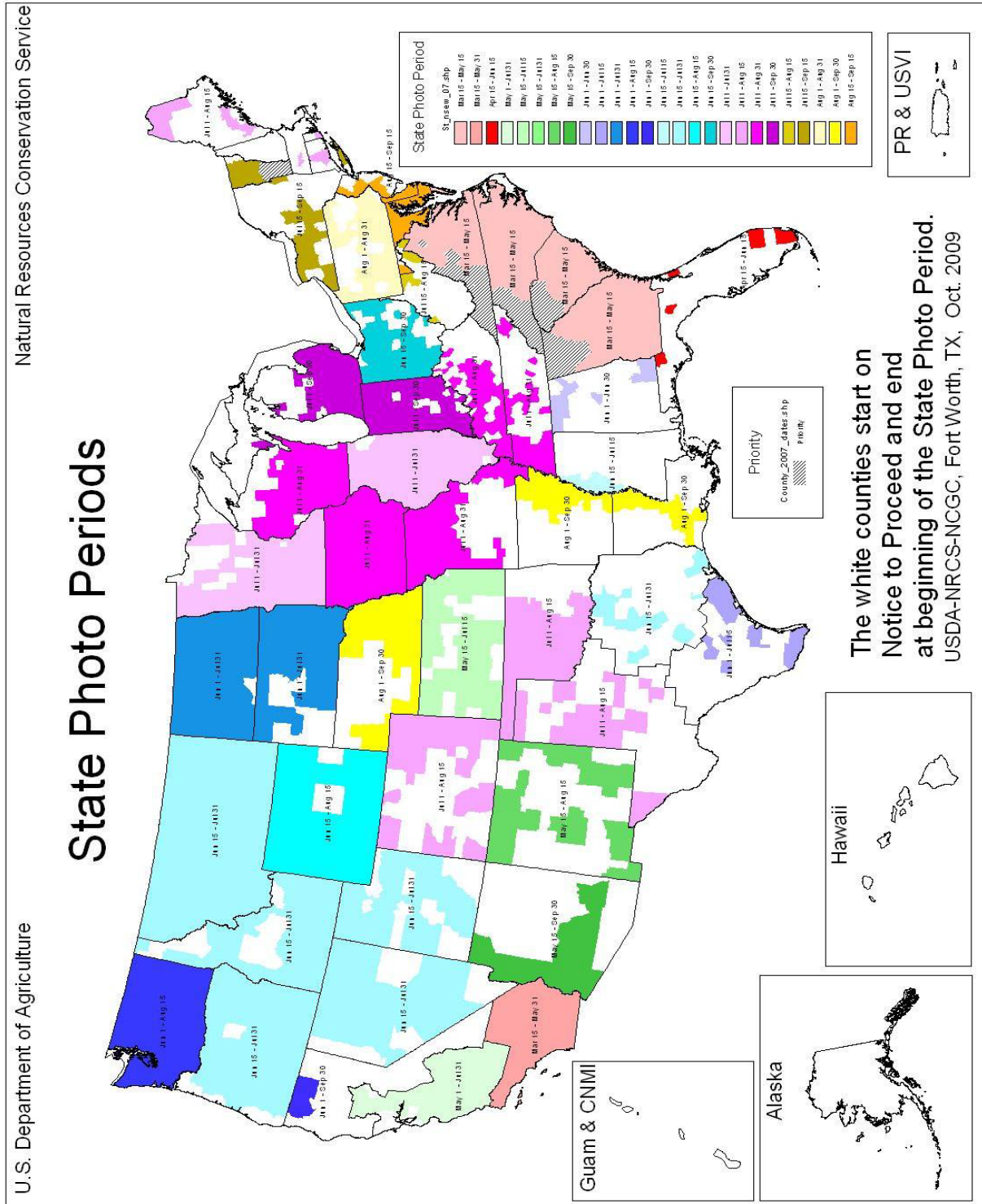
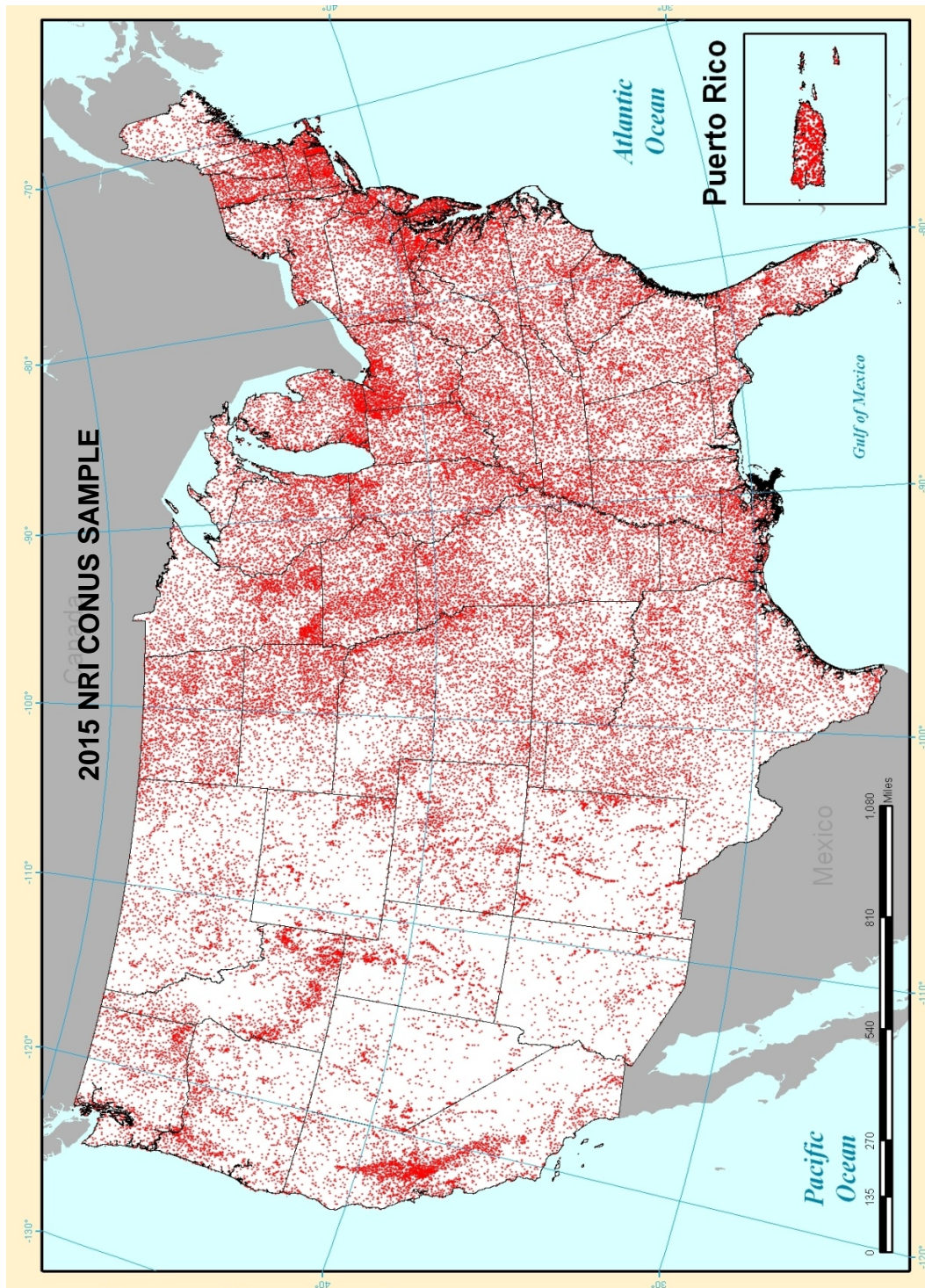
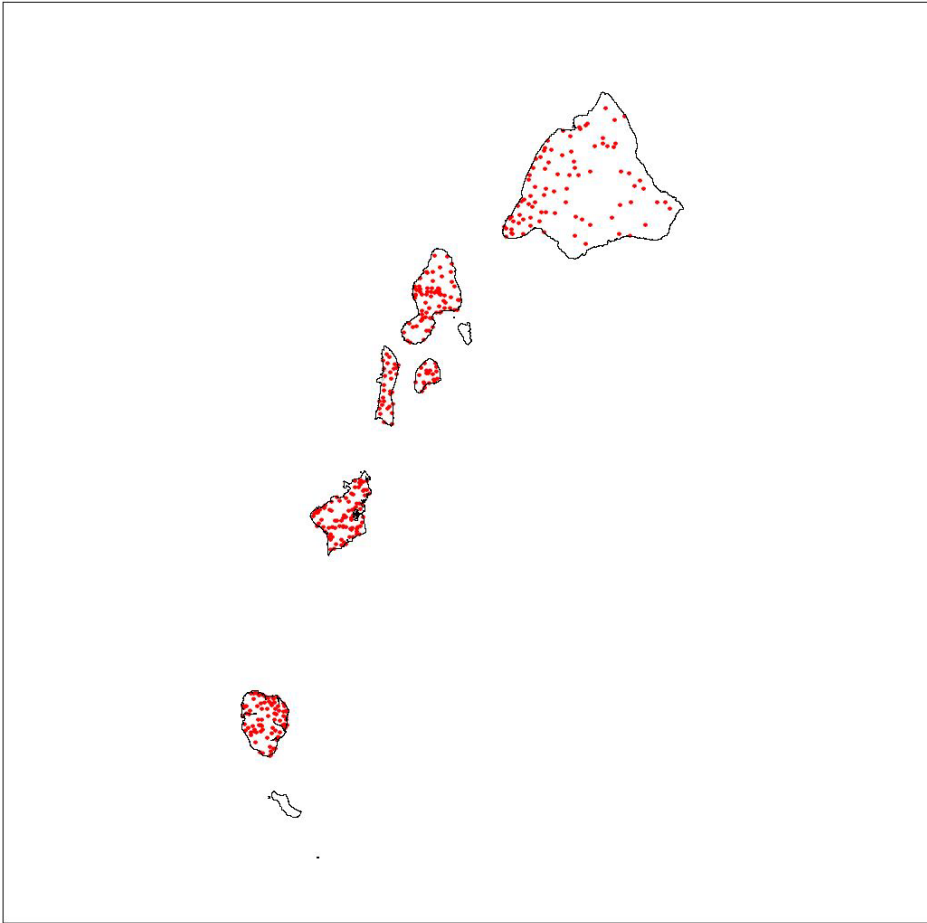
**EXHIBIT 1****2015 State Photo Periods**

EXHIBIT 2(a)2015 NRI CONUS Sample (70,352 Sites)EXHIBIT 2(b)

2015 NRI Hawaii Locations (387 Sites)

Hawaii  
NRI Locations

40 0 40 80 Miles



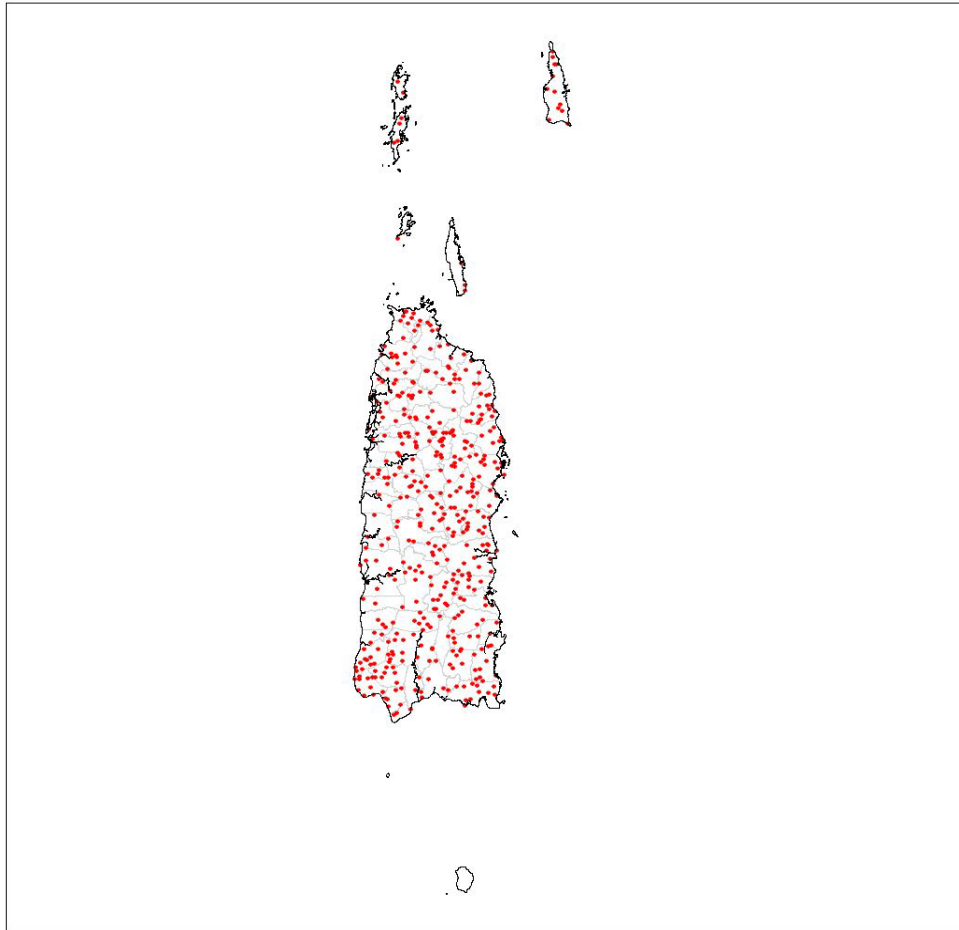
NGMC, Fort Worth, TX, Oct. 2012

USDA - Natural Resources Conservation Service

EXHIBIT 2(c)

2015 NRI Puerto Rico & US Virgin Islands Locations (444 Sites)

**Puerto Rico  
and  
U.S. Virgin Islands  
NRI Locations**



NGMC, Fort Worth, TX, Oct. 2012

USDA - Natural Resources Conservation Service

## AERIAL PHOTOGRAPHY PROGRESS REPORT

### INSTRUCTIONS

This report shall be prepared only for days that performance is accomplished in acquiring project photography. Reports shall be submitted to the government office E-mail address indicated below no later than the day following performance. Reports shall be submitted in ASCII text format and each site will be indicated by their respective identification numbers. Each task order item shall be submitted on separate E-mail reports and shall reflect only the previous day's performance. A cumulative progress record of all sites acquired shall be maintained by the Contractor.

### 2015 NRI PROGRESS REPORT SAC-TO-2-15, ITEM #

**TO:**

Contracting Officer  
Aerial Photography Field Office  
E-mail Address: [NRI.apfo.reports@slc.usda.gov](mailto:NRI.apfo.reports@slc.usda.gov)

**FROM:**

Name  
Company  
Telephone Number

**PERFORMANCE RECORD:**

Date Acquired: 06-JUN-15

NRI Sites Acquired:

01035\_040402R  
01061\_030503R  
01061\_030602R  
01067\_010301B



EXHIBIT 4

## PACKING SLIP

## STATEMENT OF SHIPMENT FOR 2015 NRI SITES

**INSTRUCTIONS:** This document will accompany all shipments from the contractor. Please complete the requested information at the top of the page and indicate all counties that are included in this shipment with an "X". If quantities submitted for individual counties differ from the quantities listed, then a quantity of NRI Sites acquired for the county(s) should be recorded instead.

SEND TO: CONTRACTING OFFICER  
USDA-FSA-APFO  
2222 WEST 2300 SOUTH  
SALT LAKE CITY, UT 84119-2020

DATE: \_\_\_\_\_  
SHIPMENT NUMBER: \_\_\_\_\_  
TOTAL OF NRI SITES IN SHIPMENT: \_\_\_\_\_  
TOTAL OF COUNTIES IN SHIPMENT: \_\_\_\_\_

STATE: ALABAMA

TOTAL COUNTIES: 67

TOTAL NRI SITES: 1,386

FIPS	COUNTY	NRI SITES	FIPS	COUNTY	NRI SITES		
[ ]	01001	AUTAUGA	10	[ ]	01069	HOUSTON	30
[ ]	01003	BALDWIN	23	[ ]	01071	JACKSON	18
[ ]	01005	BARBOUR	18	[ ]	01073	JEFFERSON	18
[ ]	01007	BIBB	19	[ ]	01075	LAMAR	7
[ ]	01009	BLOUNT	31	[ ]	01077	LAUDERDALE	29
[ ]	01011	BULLOCK	15	[ ]	01079	LAWRENCE	29
[ ]	01013	BUTLER	12	[ ]	01081	LEE	25
[ ]	01015	CALHOUN	13	[ ]	01083	LIMESTONE	25
[ ]	01017	CHAMBERS	22	[ ]	01085	LOWNDES	24
[ ]	01019	CHEROKEE	21	[ ]	01087	MACON	26
[ ]	01021	CHILTON	23	[ ]	01089	MADISON	31
[ ]	01023	CHOCTAW	19	[ ]	01091	MARENGO	25
[ ]	01025	CLARKE	13	[ ]	01093	MARION	15
[ ]	01027	CLAY	11	[ ]	01095	MARSHALL	25
[ ]	01029	CLEBURNE	14	[ ]	01097	MOBILE	39
[ ]	01031	COFFEE	21	[ ]	01099	MONROE	18
[ ]	01033	COLBERT	22	[ ]	01101	MONTGOMERY	32
[ ]	01035	CONECUH	16	[ ]	01103	MORGAN	28
[ ]	01037	COOSA	12	[ ]	01105	PERRY	26
[ ]	01039	COVINGTON	21	[ ]	01107	PICKENS	19
[ ]	01041	CRENSHAW	21	[ ]	01109	PIKE	21
[ ]	01043	CULLMAN	18	[ ]	01111	RANDOLPH	15
[ ]	01045	DALE	29	[ ]	01113	RUSSELL	22
[ ]	01047	DALLAS	22	[ ]	01115	ST CLAIR	18
[ ]	01049	DE KALB	33	[ ]	01117	SHELBY	13
[ ]	01051	ELMORE	13	[ ]	01119	SUMTER	13
[ ]	01053	ESCAMBIA	21	[ ]	01121	TALLADEGA	27
[ ]	01055	ETOWAH	20	[ ]	01123	TALLAPOOSA	22
[ ]	01057	FAYETTE	11	[ ]	01125	TUSCALOOSA	28
[ ]	01059	FRANKLIN	10	[ ]	01127	WALKER	14
[ ]	01061	GENEVA	23	[ ]	01129	WASHINGTON	27
[ ]	01063	GREENE	29	[ ]	01131	WILCOX	17
[ ]	01065	HALE	35	[ ]	01133	WINSTON	19
[ ]	01067	HENRY	17				

**Quantities are EXAMPLES ONLY**

**EXHIBIT 5**  
(3 Pages)

**NON-DISCLOSURE AGREEMENT**

**This Agreement** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, and the United State Department of Agriculture, Natural Resources Conservation Service.

**The Purpose** of this agreement is to permit the Natural Resources Conservation Service (NRCS) to transmit or exchange National Resource Inventory (NRI) Information "For Official Use Only" to or with the \_\_\_\_\_ for the purpose of aerial photography acquisition.

**NRI Information "For Official Use Only"** The geographic locations of the Natural Resources Conservation Service National Resources Inventory (NRI) Sample Sites (Sites) are defined as NRI Information "For Official Use Only". NRI Information "For Official Use Only" may include, but is not limited to specifications, written descriptions, maps, aerial photographs, computer database files, geographic coordinates, and other information relating to the physical location of the sites. All reference to NRI Information "For Official Use Only" will be identified at the time of disclosure with an appropriate legend, marking, stamp or positive written identification as NRI Information "For Official Use Only" by the Natural Resources Conservation Service.

**Restrictions** In order to maintain the integrity of the NRI, and to maintain confidentiality, privacy, and cooperation of land owners, the receiving party shall not release the locations of NRI Sites to the public, other agencies, any individual or other organization. With respect to Natural Resources Conservation Service NRI Information "For Official Use Only", the receiving party agrees to:

1. Use the NRI Information "For Official Use Only" solely for the purposes of this Agreement, any other use shall be only with the prior written consent of the Natural Resources Conservation Service;
2. Not disclose the NRI Information "For Official Use Only" to any third party or to any of their employees not having any "need to know" for the purposes of this Agreement, and provided that such third parties shall first have agreed in writing to be bound by a like obligation of confidentiality with respect to such NRI Information "For Official Use Only" as the receiving party is bound;
3. Take all reasonable steps, at least as great as the steps which the receiving takes with respect to its own NRI Information "For Official Use Only", to protect and safeguard the secrecy of and avoid the unauthorized disclosure or use of the NRI Information "For Official Use Only";
4. Promptly notify the Natural Resources Conservation Service of any misuse, misappropriation or unauthorized disclosure which may come to its attention; and
5. Not create second generation products from the NRI Information "For Official Use Only".

**Exceptions to Non-Disclosure** \_\_\_\_\_ shall not be liable under this Agreement if a disclosure or use of NRI Information "For Official Use Only" received hereunder is made where the NRI Information "For Official Use Only":

1. Was in the public domain at the time of the disclosure or is subsequently made available to the general public without restriction and without breach of this Agreement by \_\_\_\_\_, or
2. Was known by \_\_\_\_\_ at the time of disclosure without restrictions on its use or independently developed by the receiving party, as shown by adequate documentation; or
3. Is disclosed to \_\_\_\_\_ by a third party without restriction and without breach of any agreement; or

4. Is disclosed with the prior written approval of the Natural Resources Conservation Service; and
5. Is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or governmental authority of competent jurisdiction.

### **Required Clauses for all Nondisclosure Agreements**

**1. Financial Services and General Government Appropriations Act, 2012, Division C of Pub. L. No. 112-74, as continued by section 1101(a) of Pub. L. No. 113-6 (Section 715).**

“These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.”

**2. Whistleblower Protection Enhancement Act of 2012, Pub. L. No. 112-199 (Nov. 27, 2012) (WPEA).**

The WPEA makes it a prohibited personnel practice for Federal agencies to enter into any “nondisclosure policy, form or agreement” that does not include the following specific language:

“These provisions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to the Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

In short, this requirement ensures, even in cases where an employee has agreed in an NDA not to disclose certain information, that employee may and should still report that information as required by Federal law, and will be protected for having done so. For purposes of complying with the WPEA, agencies should assume the WPEA applies to both non-disclosure agreements (1) between the Federal government and Federal employees, and (2) between the Federal government contractors and Federal employees given that contractors may be acting as agents for the Federal government.

**Term** This Agreement shall apply to NRI Information “For Official Use Only” provided to \_\_\_\_\_ during a period of one (1) year from the date set forth above, provided however, that either party may terminate this Agreement by giving the other party thirty (30) days’ notice in writing of its intention to terminate this Agreement. Termination shall not abrogate either party's obligations hereunder for NRI Information “For Official Use Only” received prior to the date of termination.

**Remedies.** The receiving party acknowledges that its obligations to protect the NRI Information “For Official Use Only” are essential to the business interests of the receiving party, and that the disclosure of such NRI Information “For Official Use Only” in breach of this Agreement will cause the Natural Resources Conservation Service immediate, substantial and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, the receiving party agrees that, in addition to any other remedies that may be available in law, equity, or otherwise for the disclosure or use of NRI Information “For Official Use Only” in breach of this Agreement, the



Natural Resources Conservation Service shall be entitled to seek and obtain a temporary restraining order, injunctive relief or other equitable relief against the continuance of such breach, in addition to all other remedies, and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

**Return of Materials** Upon written request from the Aerial Photography Field Office (APFO), or one (1) year after notice of final acceptance of imagery associated with this agreement, the receiving party agrees to destroy any materials and documents furnished by NRCS containing NRI Information "For Official Use Only" together with all copies made thereof by the receiving party, any geographically identifiable photographic imagery, and any scanned imagery that may have been retained for backup and recovery purposes. The receiving party shall deliver written certification to the Aerial Photography Field Office for documentation in the contract file that these actions have been taken and that the material has been destroyed with a copy of the certification forwarded to the Natural Resources Conservation Service.

**In Witness Whereof**, the parties have executed this Agreement by their authorized representatives as of the date set forth above.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

EXHIBIT 6 (4 Pages)

## Wage Determination – Pages 1 through 4

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
Diane C. Koplewski, Director Division of Wage Determinations	Wage Determination No.: 1995-222 Revision No.: 37 Date of Revision: 12/22/2014

-----  
 Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.  
 -----

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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](http://www.dol.gov/whd/govcontracts).  
 -----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(Not set) - First Officer (Co-Pilot)		25.29
(Not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

-----  
**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, 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)

**VACATION (Hawaii):** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 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)

**HEALTH & WELFARE (Hawaii):** \$1.66 per hour, or \$66.40 per week, or \$297.73 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.02 per hour.

**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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

#### 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure 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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). 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 Wage and Hour Division, U.S. Department of Labor, 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) 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.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.