AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 1

3. EFFECTIVE DATE 08/02/12

4. REQUISITION/PURCHASE REQ. NO. FS-7-12

5. PROJECT NO. (If applicable) CONTRACTING OFFICER

6. ISSUED BY USDA-FSA

AERIAL PHOTOGRAPHY FIELD OFFICE

2222 WEST 2300 SOUTH

SALT LAKE CITY UT 84119-2020

7. ADMINISTERED BY (If other than Item 6) CODE

CONTRACTING OFFICER

AERIAL PHOTOGRAPHY FIELD OFFICE

2222 WEST 2300 SOUTH

SALT LAKE CITY UT 84119-2020

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [X] AG-8447-S-12-0007

9. DATED (SEE ITEM 11) 07/13/12

10. AMENDMENT OF SOLICITATION NO.

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: [Specify authority] THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation is amended with the attached replacement pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JOHN R. MOOTZ

CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 16B. DATE SIGNED

(Signature of person authorized to sign) (Signature of Contracting Officer) 08/02/12

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

Previous edition unusable
and other factors considered. The highest scored offer from 3.1 is considered to be the best value to the Government.

B-4 ADMINISTRATIVE REQUIREMENTS

4.1 Notice to Proceed

The Contracting Officer will authorize and direct the acquisition period to begin or end anytime within thirty (30) days before or after the approximate acquisition dates specified in Section B, depending upon the weather, ground, foliage, and sun angle conditions required for the project item. No imagery shall be undertaken before the Notice to Proceed is issued or after the final date of the acquisition period (or its extension) has occurred. Weather and ground conditions for all project locations will be monitored daily to determine Contractor compliance to performance requirements. The Notice to Proceed will be given by telephone or email, and confirmed in writing by regular mail. Failure of the Contractor to proceed with flights on a project item within ten (10) calendar days after a "Notice to Proceed" is given, may be considered as evidence of failure to perform the work so as to ensure its timely completion. As evidence of performance, Progress Reports shall be submitted.

4.2 Contract Extensions

IT IS THE EXPRESSED INTENT OF THE GOVERNMENT TO HAVE ALL PHOTOGRAPHY REQUIRED UNDER THIS CONTRACT COMPLETED WITHIN THE PHOTOGRAPHIC PERIOD SPECIFIED IN SECTION B-1.4(b).

(a) Photographic Season Extension: The Government reserves the right to extend the photographic season of this contract beyond the approximate photographic period indicated in Section B-1.2(b), Acquisition Period. A lower minimum sun angle requirement may be necessary to allow the season extension. The Government may extend the season of this contract, at no increase in price, by written notice to the contractor at any time prior to the end of the photographic season.

(b) Extension of the Term of the Contract: The Government reserves the right to extend the term of the contract if all photography under the contract has not been secured within the photographic period, through no fault of the Contractor. The Government may extend the term of this contract, at no increase in price, by written notice to the Contractor within six (6) months after the photographic season has ended. The Contracting Officer may exercise this option twice. FAR 52.217-9, Option to Extend the Term of the Contract.

4.3 Ownership of Materials

The Government shall receive copyright and ownership to all data delivered under this contract, including but not limited to photographic materials, imagery, databases, and paper products, upon formal acceptance. The Contractor agrees to transfer copyright to the Government upon acceptance. The Contractor may
maintain copyright and ownership of all original or derived works which are not required submittals under this contract. The Contractor is encouraged to create, market, and sell derived works not related to or in direct competition with the data delivered under this contract. For example, if this contract requires 30cm georeferenced, uncorrected imagery be delivered to the Government, the Contractor may create 50cm imagery from the original product, prior to its submittal to the Government, and resell it to other Government agencies or the general public. However, the Government also maintains the rights to derive additional products from the data delivered under this contract. No public distribution of the original or derived works shall be made prior to acceptance by the Government unless specified in the contract or authorized by the Contracting Officer.
4.4 Aircraft Regulations and Certifications

All aircraft used in the performance of the work under this contract shall be maintained and operated in accordance with all regulations required by the U.S. Department of Transportation, Federal Aviation Administration (FAA). Aircraft operated in the acquisition of aerial photography under this contract shall be FAA certified to the highest flying altitude specified in the solicitation.

4.5 Wage Determination

The Wage Determination applicable to any contract resulting from this solicitation is determined by the location of the Contractor's establishment. Wage Determination number 1995-0222, Revision 32, dated June 13, 2011 will be applicable for Contractors located nationwide. See Exhibit 3, Wage Determination.

4.6 Industry Small Business Standard

The small business industry size standard for the type of services covered by this procurement, under NAICS code 541922, is the average annual receipts of the concern and its affiliates for the preceding three (3) years not in excess of $7 million.

4.7 Invoices

Contractor invoices shall be submitted in an original invoice to the Contracting Officer designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

(a) Contractor’s name, address, and tax identification number (TIN);
(b) Invoice date;
(c) Contract number, or other authorization for delivery of property or services;
(d) Description, price, and quantity of services/supplies actually delivered or rendered;
(e) Shipping and payment terms;
(f) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
(g) Any other information or documentation required by the contract; and
(h) While not required, Contractors are strongly encouraged to assign an identification number to each invoice.

Notice of an apparent error, defect, or impropriety in an invoice will be given to the Contractor within seven (7) days of receipt of an invoice and suitably documented.

4.8 Partial Payments

For a partially completed project item or a partially completed area within a project item, acceptance and payment will be made on a unit price basis at the rate of ninety percent
SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF CONTRACT

The general scope of the contract is to procure precise vertical aerial imagery for natural resource inventory and analysis and stereo model review. The Contractor is responsible for furnishing direct digital imagery and related services and supplies in accordance with requirements, specifications, terms and conditions specified herein. For purposes of this combined service/supply contract, the services portion is considered the management, execution, and related services associated with the acquisition of the imagery; the supply portion is considered all material, processing, and management activities required to manufacture the end products derived from the raw imagery acquired during the services portion of the contract (including but not limited to georeferenced and orthorectified images, stereo block files, or metadata). In accordance with paragraph C-6.3, Subcontract Management, the Contractor is required to provide prior notification before awarding any subcontracts, either to support the services or supplies portion of the contract. In accordance with FAR 52.219-6, Notice of Total Small Business Set-Aside, all supply portions of this contract must be manufactured or produced by small business concerns in the United States or its outlying areas.

1.1 Technical Requirements and Specifications

The technical requirements and specifications of this contract are described in this section and Attachments A, B, and C which define the essential elements in securing high quality digital imagery. Any deviation from the specifications stated herein may cause increased time and effort in using the imagery as intended.

1.2 Delivery and Performance

All contract materials shall be shipped within the time limits and to the place of delivery specified herein. Performance of the contract shall be authorized and monitored by the Contracting Officer and/or the Contracting Officer's Representative.

1.3 Quality Control

Quality control shall be exercised by the Contractor continuously throughout the performance of the contract. Procedures shall be established to assure that all contract materials are delivered in accordance with the delivery schedule and at the required level of accuracy and quality. The Contractor shall inspect and constantly monitor the image quality and coverage, and shall undertake immediate reflights of any imagery where the quality fails to meet minimum requirements of the contract specifications. Any marginal
photography/imagery submitted for inspection which does not meet minimum requirements may be rejected. The marginal photography may be accepted, at the Government’s convenience, but shall be subject to a price reduction based on the diminished usability of the product. The nature and urgency of this project may require the Government to make equitable financial adjustments for materials deemed rejectable or where product use is adversely impacted.

1.4 Materials Inspection

All materials specified in Section B-1 will be inspected to determine conformance to all contract requirements and specifications. Inspection of the image files will be performed utilizing a comprehensive method of quality assurance inspection procedures including a random sampling technique to test for compliance to the horizontal accuracy requirement in the imagery delivered. The Government will make every effort to inspect all material specified within 60 calendar days after they are received at the point designated.

(a) Marginal Deficiencies: If inspection of the materials reveal marginal deficiencies, a review by the user agency may be performed to determine if deficiencies may cause increased time and effort in using the photography as intended.

(b) Nonconformance with Contract Requirements: If inspection of materials reveals deficiencies that may cause increased time and effort in using the digital imagery and aerial photography as intended, the Government may require the Contractor to re-perform the services and/or reproduce the supplies in conformity with contract requirements, at no increase in contract amount. When the defects in services/supplies cannot be corrected by re-performance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
(2) Reduce the contract price to reflect the reduced value of services/supplies.
1.5 Labor and Materials

The Contractor shall furnish all materials, equipment, transportation, superintendence, and labor as required herein. The Contractor shall execute and finish the imagery acquisition, imagery production and related services for the project specified and shall deliver to the USDA all materials called for in Section B-1.

C-2 APPLICABLE DOCUMENTS

2.1 Attachments

The following documents attached to this solicitation document are considered requirements and specifications under the resulting contract(s), as applicable to the Contractor’s technical proposal:

(a) Aerial Photography Field Office (APFO) USDA Specification for Digital Camera Based Acquisition, dated February 1, 2012 (Attachment A)
(b) Aerial Photography Field Office (APFO) USDA Digital Imagery Quality Specification, dated February 1, 2012 (Attachment B)
(c) USDA Digital File Format Specification, dated February 1, 2012, Updated for Resource March 21, 2012 (Attachment C)

2.2 References

The following documents referenced in this solicitation document are considered requirements and specifications under the resulting contract(s), as applicable to the Contractor’s technical proposal:
(c) landscape, the contractor shall provide enough samples to properly reflect the overall project landscapes. The sample(s) shall be provided as a georeferenced TIFF(s) meeting all image requirements, including TIFF and GeoTIFF tags specified in Attachment C, and submitted on a standard CD or DVD (labeling requirements in Section E are not required). The Government will evaluate and provide an approval or disapproval letter with comments no later than three (3) business days, with a goal of 24 hours. Additional project item area samples may be submitted for review if approved by the Contracting Officer Representative (COR).

5.3 Digital Orthorectified Quarter Quadrangle (DOQQ) Tiles

The Contractor shall provide 4-band, 8-bits per band, mosaicked digital orthorectified quarter quadrangles (DOQQs) for the project area defined in Section B-2.1, Coverage Shapefiles. The DOQQ shall cover the entire image area of one quarter of a USGS standard quadrant, with a 100 meter minimum buffer on all four sides. The DOQQs shall be projected in NAD83 native UTM Zone in meters.

(a) Image Quality: All DOQQs shall meet the image quality requirements specified in Attachment B, USDA Digital Image Quality Specifications. The Contractor shall radiometrically balance the files used to create the DOQQs to eliminate any checker board pattern appearance. Significant radiometric differences among image frames inhibits interpretation of ground features. The DOQQs shall not contain any borders, artifacts, or other non-image items.

(b) Seamlines: Image seams should be blended to a smooth seam. Visible seamlines within or between tiles which exhibit a noticeable edge or displacement effect are not acceptable. Sharp contrast should not be visible at seams, as it affects image interpretation. Placement of seamlines in tree and shrub vegetation should be minimized. Seamlines should be centered on linear features such as roads, rivers, streams, and trails when available. When linear features are not available, seamlines shall be placed at landcover type transition areas such as between a meadow and forested area or based on terrain breaks derived from topographic data such as ridgelines and valley bottoms.

(c) Coverage: When a DOQQ partially covers the forest boundary, the Contractor may elect to submit a partial DOQQ so that it completely covers the forest boundary. Any partial DOQQ shall include a 100 meter buffer on the outside of the forest boundary.

(d) Pre-Production Sample: The Contractor shall submit a sample set of four DOQQs that make up the same quad prior to production for Government review. If the project area has a diversified landscape, the contractor shall provide enough samples to properly reflect the overall project landscapes. The samples shall be a TIFF and meet all image requirements, including TIFF and GeoTIFF tags as specified in Attachment C, submitted on a standard CD or DVD (labeling requirements in Section E are not required). The Government will evaluate and provide an approval or disapproval letter with comments no later than three (3) business days, with a goal of 24 hours.