

SIMPLIFIED TASK ORDER REQUEST FOR PROPOSAL

OPTION YEAR 2007

for the Bureau of Land Management
Oregon Inter-Agency Rangeland Pilot (OIRP)

Task Order Solicitation Number: BLM-TO-2-07-2
Amendment A
AERIAL PHOTOGRAPHY SERVICES



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: BLM-TO-2-07-2
DUE DATE: 19-JUN-07, 4:30 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 for the Second Option Year, covering the 2007 performance period, under the multi-award fixed-price IDIQ contract established in the base year, 2005.

Task Order awards will be made based on procedures established in Section L-3.2 of the original contract.

Contractors are required to respond to the task order statement of work similar to the original RFP covering terms of pricing, areas of interest, and current performance capacities.

This project requires a 6 inch (153mm) lens and has a limited flying season.

There are separate Non-Disclosure Agreements for the Forest Inventory Assessment (FIA) and Natural Resources Inventory (NRI) portions of this pilot. See Exhibits 3 & 5

The Optional Sites identified in this RFP may or may not be awarded at the convenience of the government.

TASK ORDER REQUEST FOR PROPOSAL

2007 BUREAU OF LAND MANAGEMENT OREGON INTER-AGENCY RANGELAND PILOT

1.0 2007 BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY SERVICES

Furnish aerial photography services and related 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.

1.1 Task Order Pricing Proposal

2007 BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY OF OREGON INTER-AGENCY RANGELAND PILOT			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
TASK ORDER PRICING PROPOSAL			
QUANTITY OF BASE SITES	UNIT	UNIT PRICE	TOTAL AMOUNT
378	SITE	\$	\$
QUANTITY OF OPTIONAL SITES	UNIT	UNIT PRICE	TOTAL AMOUNT
81	SITE	\$	\$
PLEASE NOTE:			
<p>The minimum unit of offer is the 378 sites located in eight (8) counties. The optional 81 sites are located in five (5) additional counties: Gilliam, Morrow, Sherman, Umatilla, and Wasco. See Exhibit 1 for details. Price includes aerial photography acquisition and all contract deliverables.</p>			

1.2 Location Description of FIA Sites

The sites for this RFP are FIA and NRI Oregon Inter-agency Rangeland Pilot (OIRP) areas distributed across either eight (8) or a total of thirteen (13) counties in eastern Oregon. The sites are nominally 1:7,920 scale, centroid based acquisitions similar in format to traditional NRCS NRI Sites. A 6 inch (153mm) focal length aerial camera lens is required. The aerial photography is to be acquired snow free, “leaf-on”, with stereoscopic coverage (stereo triplets.) See Exhibit 1, 2007 OIRP Site Location Map.

2.0 OREGON INTER-AGENCY RANGELAND PILOT (OIRP)

The general scope of this task order is to procure vertical, high resolution, natural color aerial photography of plot locations of natural resources inventories by the United States Department of Agriculture (USDA) United States Forest Service (USFS) and the Natural Resource Conservation Service (NRCS). The Oregon Inter-agency Range Land Pilot imagery shall be used by BLM, NRCS and USFS to collect and measure natural resource data by means of photo interpretation and Geographic Information Systems (GIS) technologies. Within each sample, data is collected on status and trends of a variety of range land area.

2.1 Confidentiality Statement

Site locations of the Forest Inventory and Analysis (FIA) program are confidential and locations of the Natural 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 Exhibits 3, FIA Non-Disclosure Agreement and 5 NRI Non-Disclosure Agreement).

2.2 Performance Period

The performance period for the task order for the acquisition and delivery of the aerial photography is: Date of Contract Award through December 31, 2007.

2.3 Contract Deliverables

The deliverables for this task order consist of the following:

- (a) Original color positive film, cut and sleeved.
- (b) Digital Photo Center Data File
- (c) Metadata File
- (d) One (1) digital scan of each transparency
- (e) Scan Data File(s) for scanned imagery

3.0 PROJECT REQUIREMENTS

3.1 Aerial Photography Technical Requirements

- (a) Nominal Photographic Scale: 1:7,920
- (b) Minimum Sun Angle: 30 Degrees
- (c) Aerial Camera Focal Length Lens: 6 inch (153mm) with Antivignetting filter.
- (d) Aerial Film: Color Positive Aerial Film (Brand Names: Kodak Aerochrome III MS Film 2427, Agfa Aviphot Chrome 200 PEI, or equivalent).

3.2 Required Aerial Film Titling

Each exposure shall be clearly titled on the northern edge of the film in accordance with the following format example sketch and required project data:

+	41 037 FIA(NRI) PI 0000001 N	+	OIRP 8 10502 06-30-07	+
---	------------------------------	---	-----------------------	---

State Code: The two-digit Federal Information Process Standards (FIPS) code for the state (All of Oregon will be '41').

County Code: Three-digit FIPS code for the county.

PI: Acronym for Point Identification

Point Identification Number: The FIA or NRI seven digit number for each plot, to be provided as Government Furnished Property '0000001, 2340001, 0000023, etc.' identifies each unique location.

N: Place location of the stereo triplet image, may be N – North, C – Center, or S – South or E – East, C – Center, W – West depending on the direction of flight.

OIRP: The project code for all photos (Oregon Inter-agency Rangeland Pilot.)

Scale: Nominal photographic scale represented by one digit to the nearest thousand (8 = 1:7,920).

Altitude: Altitude at time of photo acquisition, expressed in feet above mean sea level.

Date: Month-Day-Year in standard numeric notation (MM-DD-YY).

3.3 Scanning Requirements:

Each NRI film transparency shall be scanned, with appropriate titling information, in accordance with the following requirements:

- (a) Scanning Resolution: The original aerial film shall be scanned at 14 microns / 1,814 'dpi' ('pixels' per inch) according to the specifications in the original contract (including Modifications 1 & 2.)
- (b) Scan Orientation: The orientation of the scanned image shall be such that north is at the top of the scanned image when viewed with conventional image viewing products. This shall be irrespective of the orientation of the original aerial film image while still in roll format.
- (c) Delivery Media: The delivery media shall be External Combo USB2.0/IEEE1394 (Firewire) hard drives supplied by the government as government furnished property.
- (d) Content of Drives: Each drive may contain more than one state and may contain partial county coverage to facilitate inspection and expedite delivery to NRCS. The scans shall be organized by State and County as per the contract specifications. The top level directory where more than one state is included on a drive shall be the State Name (*Missouri, South Dakota.*) See Section C-7 of the original contract, AERIAL PHOTOGRAPHY SCANNING for the specifications.
- (e) Scanning Accuracy: The contractor is required to meet the scanning accuracy requirement value of two (2.0) (pixels) RMSE or less. The contractor shall provide a scanner calibration report that certifies the RMSE measurement (value) of the scanner(s) that is(are) used, both for the Stage and Geometric precision. The date of the report shall not be earlier than one year prior to the date of this Task Order.

3.4 Scan Data File Description

Contractor shall furnish a Scan Data File in ASCII comma delimited text format containing, at a minimum, the following data:

File Name: scan_data_item.txt (i.e. scan_data_item1.txt)

Description	Number of Characters in Field
Scan File Name:	30
Scan resolution in microns	4
Samples = Columns	4
Lines = Rows	4
Camera Number (10 characters max)	10
Lens Number (10 characters max)	10
Camera Calibration Date (ddmmyyyy)	8
Exposure Date (ddmmyyyy)	8
Time of Exposure in 24 hour format (hhmm)	4
Scanner Manufacturer and Model Number: "Free text with quotations" (50 characters max)	50

Example:

scan_05109_020291r_2005.tif, 14, 6400, 5900, 1234567890, 1234567890, 14112005, 27062007, 1326, "LHS XXXXX Photogrammetric Scanner"

3.5 Size of Sample Sites: The nominal size of an Oregon sample site is approximately 160 acres (1/4 square mile).

3.6 Approximate Photographic Period: **Date of Award through July 31, 2007.**

3.7 Project Flight Plan Description

- (a) All FIA Sites 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 inch (153mm) focal length lens. The estimated maximum flying height above mean sea level is 3,621 meters (11,880 feet).
- (b) Deviation from the specified flight altitude shall not exceed 2% low (24 meters, 79 feet), or 3% high (36 meters, 118 feet).
- (c) FIA/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 Site Centroids shall be identified by latitude - longitude coordinate based on NAD 1983, and expressed in decimal degrees with five (5) decimal places of precision (31.50255, 87.10906).
 - (4) Stereoscopic coverage shall be provided for each of the centroid locations. Optimal forward lap shall be 65%, minimum allowable 57%, and maximum allowable 72%.

4.0 GOVERNMENT-FURNISHED PROPERTY

Pursuant to the Government-Furnished Property (GFP) clause (see Section I-7) the Government shall furnish the item(s) of property listed below as GFP to the Contractor.

4.1 Exposure Data

The Contractor will be furnished upon award, one (1) data text file containing the official Exposure Data. The data file contains the County 3-digit Federal Information Processing Standard (FIPS) code, FIA/NRI site identification, latitude/longitude coordinates and ground elevation (in feet). The data shall be furnished by the government as represented by the following sample data set (not actual site locations):

County #	FIA/NRI	PI #	Latitude	Longitude	Elev(Ft)
001	FIA	0000001	32.38066	-86.66086	10000
001	FIA	0000002	42.01980	-72.83128	11002
002	NRI	0000476	40.44244	-85.86891	5046
004	NRI	1245678	34.86437	-81.42939	499

4.2 External USB/IEEE1394 Hard Drive(s)

External USB/IEEE1394 Hard Drive(s) will be supplied as needed for the delivery of the scanned transparencies.

5.0 DELIVERY SCHEDULE

All delivery materials required for all original and USDA ordered reflight photography for this project shall be shipped as soon as completed but not later than 30 calendar days after the photographic season has ended, or any season extension thereof. The required delivery schedule for the contract material shipping date, established 30 days from the end of the photographic season, is **August 30, 2007**.

6.0 AERIAL FILM

Color Positive Aerial Film (Brand Names: Kodak Aerochrome III MS Film 2427, Agfa Aviphot Chrome 200 PEI, or equivalent).

- (a) Every film transparency shall be cut to the following dimensions:
 - (1) Maximum Length: 25.4 cm (10 inches) long,
 - (2) Standard Film Width: 24.1 cm (9.5 inches) wide,
- (b) The uniform cut-film dimensions are designed to standardize the film transparency storage requirements.

6.1 Film Sleeves:

Every film transparency shall be protected and submitted in clear, sturdy archival quality **polypropylene** film sleeves in accordance with the following requirements:

- (a) Aerial film sleeve nominal dimensions: 25.4 cm (10 inches) by 24.1 cm (9.5 inches); long side open; 3.0 mil thickness.
- (b) Brand names for aerial sleeve: Picture Pocket® Corporation, FilmGuard Corporation, or equivalent.
- (c) Film sleeves must have a fold-over lip seal located on the short side (9.5”) of the sleeve.
- (4) Original aerial film and film sleeves shall be free of any marks or labels which would obstruct any part of the film transparency.

7.0 DIGITAL PHOTO-CENTER AND METADATA FILE

7.1 Photo-Center Data File Description

Contractor shall prepare a digital photo-center data file for all aerial photography acquired under this task order. The file(s) shall be provided in ASCII text format. The latitude longitude coordinates shall be expressed in decimal degrees with five (5) decimal places of precision (31.50255, 87.10906), formatted to NAD83 datum, and be accurate within ¼ mile of true photo center location. Higher accuracies obtained through use of GPS technology are desirable but not required. The photo-center data shall include the following attributes:

<u>DESCRIPTION</u>	<u>NUMBER OF CHARACTERS IN FIELD</u>
Project Symbol or Code	4
Camera Lens Serial Number	10
State(41) & County FIPS code	5
Inventory Type (FIA or NRI)	3
Point Identifier	7
Place Location (N, C, S or E, C, W)	1
Date of Exposure (MMDDYYYY)	8
Time of Exposure (HH:MM:SS)	8
Latitude Coordinate (DD.DDDDD)	8
Longitude Coordinate (-DDD.DDDDD)	10

Example: **OIRP 1234567890 41037 FIA 0000123 N 06252007 11:36:20 42.12345 - 103.54321**

7.2 Metadata File Description

Contractor shall include a metadata file containing, at a minimum, the following data:

Project Name (Name as it appears in 1.1 of this Task Order)
 Project Symbol
 Nominal Photo Scale
 Nominal Lens Focal Length
 Film Type (CP, CIR, etc.)

Coordinate System Datum
 Coordinate Data Collection Method (GPS, Digitizing, etc.)
 Estimated Accuracy of Coordinates (Within Meters or Feet)
 Date ASCII Exposure Data File was created

Example: **Oregon Inter-agency Rangeland Pilot OIRP 1:7,920 305mm CP NAD83 GPS 150m 07122007**

LIST OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
Exhibit 1	2007 OIRP Site Location Map (1 page)	7
Exhibit 2	Current Equipment Lists and Conflicting Work (1 page)	8
Exhibit 3	FIA Non-Disclosure Agreement (5 pages)	9-13
Exhibit 4	Public Law (4 pages)	14-17
Exhibit 5	NRI Non-Disclosure Agreement (2 pages)	18-19
Exhibit 6	Progress Report (1 page)	20
Exhibit 7	Packing Slip (1 page)	21

EXHIBIT 1

2007 OIRP Site Location Map

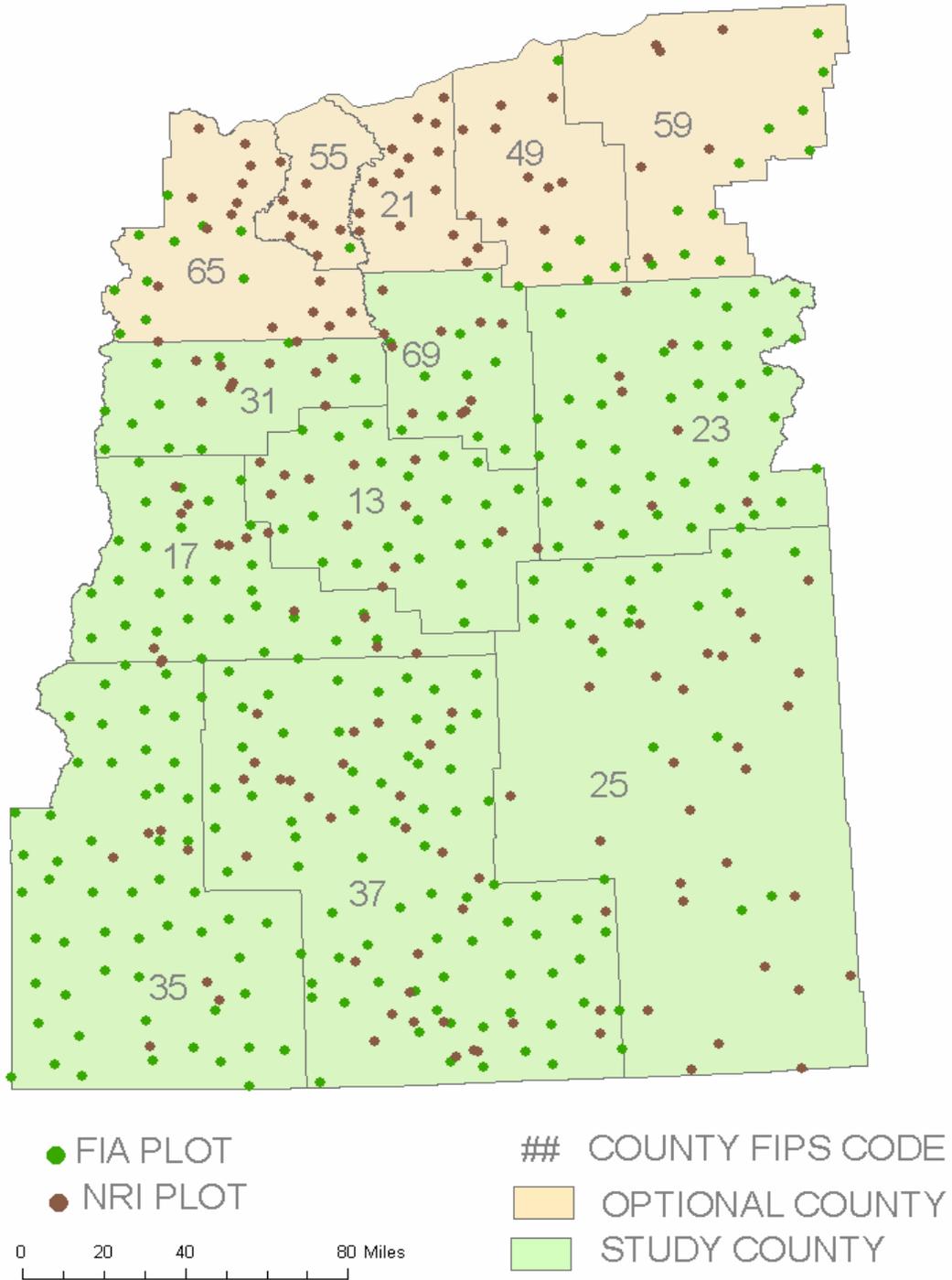


EXHIBIT 2

CURRENT EQUIPMENT LIST AND CONFLICTING WORK

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		

AIRCRAFT TO BE USED IN COMPLETION OF ITEM(S) IN THIS TASK ORDER:

Make/Model	Registration #	Operating Ceiling	Bidder 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. See Section C-2.

CAMERA(S) TO BE USED IN COMPLETION OF ITEM(S) IN THIS TASK ORDER:

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

Make/Model	Lens Number	Magazine Number	Bidder 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. See Section C-2.

EXHIBIT 3 (5 Pages)

FIA NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY CERTIFICATION AND REQUEST FOR ACCESS TO UNPUBLISHED
FOREST INVENTORY AND ANALYSIS (FIA) SAMPLE SITE LOCATION DATA AGREEMENT

Version 5.0

May 2007

USDA Forest Service

Pacific Northwest Research Station

Forest Inventory and Analysis Program

620 SW Main St. Suite 400

Portland, OR 97205

This agreement is intended to cover the following individuals and organizations and is to be completed and signed for each research project that makes use of FIA Sample Site Location Data:

Cooperators who are acting as Agents of the IW-FIA Program, such as for field data collection activities, and who conduct work that requires access to actual sample site location and specific landowner information.

Non-FIA employees requiring access to sample site location data (i.e., plot coordinates) are required to complete and receive IW-FIA Program Manager approval of a memorandum of understanding covering such access prior to receiving such data.

A. CERTIFICATION AND RESTRICTIONS ON USE OF FOREST INVENTORY AND ANALYSIS SAMPLE SITE LOCATION DATA

The specific conditions of this agreement are:

1. All individual sample site location data are confidential. No copies of reports or computer files or data sets containing these sample site locations can be made or published. Also, summaries that could possibly reveal the location and/or identity of an FIA sample site may not be published nor made public to anyone not covered by this agreement.
2. These data will be used for "*statistical, analytical and research purposes*" only, and for *purposes that enhance the Forest Inventory and Analysis Program*.
3. Dissemination or sharing of data, whether in original form or aggregated, with persons other than those who are directly associated with the project for which the data were obtained and who have completed the CONFIDENTIALITY CERTIFICATION AND REQUEST FOR ACCESS TO UNPUBLISHED FOREST INVENTORY AND ANALYSIS (FIA) SAMPLE SITE LOCATION DATA agreement is strictly prohibited.
4. A courtesy briefing of any report using sample site location data will be given to the Program Manager, PNW-FIA Program, prior to publication.
5. Following the specific work that utilizes FIA Sample Site Locations, these location data will be returned to the PNW-FIA Program and any and all copies of this data (e.g., including on removable hard disks and backup tapes) will be destroyed at that time.
6. Confidential data, including sample site locations and any derived layers from which sample site locations could be recovered, will only be stored and used on a computer with security restrictions on file access which include password protection and the absence of a connection to wide area networks other than the firewall-protected Forest Service network.
7. Any questions regarding access to unpublished data, propriety of reports or analysis shall be referred to the *Program Manager, Forest Inventory and Analysis Program, PNW Research Station, USDA Forest Service* for appropriate response.

In addition to the above conditions, I have been provided a copy of the Food Security Act Of 1985, Public Law 99-198 [H.R. 2100], December 23, 1985, Confidentiality of Information, sec. 1770, as amended by H.R.3423 on November 17, 1999.

If approval is granted, all agents who will have access to FIA SAMPLE SITE LOCATION datasets are required to sign a notarized or witnessed copy of this agreement. This signature certifies compliance with the laws and regulations listed in the agreement regarding confidentiality and other restrictions limiting the use of FIA datasets to the purpose(s) stated in section B: "Forest Inventory and Analysis (FIA) Data Request Overview"

I certify that I have read the above-mentioned conditions and regulations this ___ day of _____, 200__, and agree to these conditions concerning the use of unpublished FIA data provided by the IW-FIA Program in response to my request.

(Signature)

(Agency or Organization)

(Type or print name)

(City and State)

Witnessed by: _____

Date: _____

Collaborator's Mailing Address

Collaborator's Telephone Number

Collaborator's Email Address

Supervisor's Name (if student)

B. FOREST INVENTORY AND ANALYSIS (FIA) DATA REQUEST OVERVIEW

Specify sample site data needed (include dates of coverage if applicable):

Plot coordinates (x,y, projected into UTM zones 10 and 11 or decimal degrees with 6 decimal place accuracy as required), county number, location number, plot identification number, elevation of plot.

The following use will be made of these data:

Attach other appropriate project information, including:

- (1) Where the data set will reside or be used and security provisions for the computer on which it will reside (i.e., not connected to any non-Forest Service network, not shared with anyone who has not signed this certification).
- (2) Organizational units and/or sub-agents who will have access to the data.

C. FOREST INVENTORY AND ANALYSIS DATA RELEASE AUTHORIZATION
(reference section A, "Certification and restrictions on use of Forest Inventory and Analysis sample site location data", and section B, "Forest Inventory And Analysis [FIA] data request overview")

Approved ____

Disapproved ____ for the following reasons (if applicable):

(Signature of IW-FIA
Program Manager)

(Date)

EXHIBIT 4 (4 Pages)**New Legislation on privacy for FIA data and information****Privacy Amendment:****H.R.3423 Department of the Interior and Related Agencies Appropriations Act, 2000 (November 17, 1999)****TITLE III—GENERAL PROVISIONS****SEC. 348.** Section 1770(d) of the Food Security Act of 1985 (7 U.S.C. 2276(d)) is amended by redesignating paragraph (10) as paragraph (11) and by inserting after paragraph (9) the following new paragraph:

(10) section 3(e) of the Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1642(e));'

The Law Amended:**FOOD SECURITY ACT OF 1985****PUBLIC LAW 99-198 [H.R. 2100]; December 23, 1985****CONFIDENTIALITY OF INFORMATION****SEC. 1770.** (a) In the case of information furnished under a provision of law referred to in subsection (d), neither the Secretary of Agriculture, any other officer or employee of the Department of Agriculture or agency thereof, nor any other person may-

- (1) use such information for a purpose other than the development or reporting of aggregate data in a manner such that the identity of the person who supplied such information is not discernible and is not material to the intended uses of such information; or
- (2) disclose such information to the public, unless such information has been transformed into a statistical or aggregate form that does not allow the identification of the person who supplied particular information.

(b)(1) In carrying out a provision of law referred to in subsection (d), no department, agency, officer, or employee of the Federal Government, other than the Secretary of Agriculture, shall require to furnish a copy of statistical information provided a person to the Department of Agriculture.

(2) A copy of such information-

- (A) shall be immune from mandatory disclosure of any type, including legal process; and
- (B) shall not, without the consent of such person, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding.

(c) Any person who shall publish, cause to be published, or otherwise publicly release information collected pursuant to a provision of law referred to in subsection (d), in any manner or for any purpose prohibited in section (a), shall be fined not more than \$10,000 or imprisoned for not more than 1 year, or both.

(d) For purposes of this section, a provision of law referred to in this subsection means-

- (1) the first section of the Act entitled "An Act authorizing the Secretary of Agriculture to collect and publish statistics of the grade and staple length of cotton", approved March 3, 1927 (7 U.S.C. 471) (commonly referred to as the "Cotton Statistics and Estimates Act");
- (2) the first section of the Act entitled "An Act to provide for the collection and publication of statistics of tobacco by the Department of Agriculture", approved January 14, 1929 (7 U.S.C. 501);
- (3) the first section of the Act entitled "An Act to provide for the collection and publication of statistics of peanuts by the Department of Agriculture", approved June 24, 1936 (7 U.S.C. 951);
- (4) section 203(g) of the Agricultural Marketing Act of 1946 (7 U.S.C. 1622(g));
- (5) section 526(a) of the Revised Statutes (7 U.S.C. 2204(a));
- (6) the Act entitled "An Act providing for the publication of statistics relating to spirits of turpentine and resin", approved August 15, 1935 (7 U.S.C. 2248);
- (7) section 42 of title 13, United States Code;
- (8) section 4 of the Act entitled "An Act to establish the Department of Commerce and Labor", approved February 14, 1903 (15 U.S.C. 1516);
- (9) section 2 of the joint resolution entitled "Joint resolution relating to the publication of economic and social statistics for Americans of Spanish origin or descent", approved June 16, 1976 (15 U.S.C. 1516a).
- (10) section 3(e) of the Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1642(e)); or

What the Amendment applies to:**FOREST AND RANGELAND RENEWABLE RESOURCES RESEARCH ACT***Act of June 30, 1978 (P.L. 95-307, 92 Stat. 353, as amended 16 U.S.C. 1642(e))***RESEARCH AUTHORIZATION****SEC. 3(e) Forest Inventory and Analysis.--**

- (1) Program required.--In compliance with other applicable provisions of law, the Secretary shall establish a program to inventory and analyze, in a timely manner, public and private forests and their resources in the United States.
- (2) Annual state inventory.--
- (A) In general.--Not later than the end of each full fiscal year beginning after the date of enactment of this subsection, the Secretary shall prepare for each State, in cooperation with the State forester for the State, an inventory of forests and their resources in the State.
- (B) Sample plots.--For purposes of preparing the inventory for a State, the Secretary shall measure annually 20 percent of all sample plots that are included in the inventory program for that State.
- (C) Compilation of inventory.--On completion of the inventory for a year, the Secretary shall make available to the public a compilation of all data collected for that year from measurements of sample plots as well as any analysis made of the samples.
- (3) 5 -year reports.--Not more often than every 5 full fiscal years after the date of enactment of this subsection, the Secretary shall prepare, publish, and make available to the public a report, prepared in cooperation with State foresters, that--
- (A) contains a description of each State inventory of forests and their resources, incorporating all sample plot measurements conducted during the 5 years covered by the report;
- (B) displays and analyzes on a nationwide basis the results of the annual reports required by paragraph (2); and
- (C) contains an analysis of forest health conditions and trends over the previous 2 decades, with an emphasis on such conditions and trends during the period subsequent to the immediately preceding report under this paragraph.
- (4) National standards and definitions.--To ensure uniform and consistent data collection for all forest land that is publicly or privately owned and for each State, the Secretary shall develop, in consultation with State foresters and Federal land management agencies not under the jurisdiction of the Secretary, and publish national standards and definitions to be applied in inventorying and analyzing forests and their resources under this subsection. The standards shall include a core set of variables to be measured on all sample plots under paragraph (2) and a standard set of tables to be included in the reports under paragraph (3).
- (5) Protection for private property rights.--The Secretary shall obtain authorization from property owners prior to collecting data from sample plots located on private property pursuant to paragraphs (2) and (3).
- (6) Strategic plan.--Not later than 180 days after the date of enactment of this subsection, the Secretary shall prepare and submit to Congress a strategic plan to implement and carry out this subsection, including the annual updates required by paragraph (2) and the reports required by paragraph (3), that shall describe in detail--
- (A) the financial resources required to implement and carry out this subsection, including the identification of any resources required in excess of the amounts provided for forest inventorying and analysis in recent appropriations Acts;
- (B) the personnel necessary to implement and carry out this subsection, including any personnel in addition to personnel currently performing inventorying and analysis functions;
- (C) the organization and procedures necessary to implement and carry out this subsection, including proposed coordination with Federal land management agencies and State foresters;
- (D) the schedules for annual sample plot measurements in each State inventory required by paragraph (2) within the first 5-year interval after the date of enactment of this subsection;
- (E) the core set of variables to be measured in each sample plot under paragraph (2) and the standard set of tables to be used in each State and national report under paragraph (3); and
- (F) the process for employing, in coordination with the Secretary of Energy and the Administrator of the National Aeronautics and Space Administration, remote sensing, global positioning systems, and other advanced technologies to carry out this subsection, and the subsequent use of the technologies.

The Statute – applicable US Code:

Ch. 55 DEPARTMENT OF AGRICULTURE

U.S.C. 7 § 2276

§ 2276. Confidentiality of information**(a) Authorized disclosure**

In the case of information furnished under a provision of law referred to in subsection (d) of this section, neither the secretary of Agriculture, any other officer or employee of the Department of Agriculture or agency thereof, nor any other person may-

- (1) use such information for a purpose other than the development or reporting of aggregate data in a manner such that the identity of the person who supplied such information is not discernible and is not material to the intended uses of such information; or
- (2) disclose such information to the public, unless such information has been transformed into a statistical or aggregate form that does not allow the identification of the person who supplied particular information.

(b) Duty of Secretary; immunity from disclosure; necessary consent

- (1) In carrying out a provision of law referred to in subsection (d) of this section, no department, agency, officer, or employee of the Federal Government, other than the Secretary of Agriculture shall require a person to furnish a copy of statistical information provided to the Department of Agriculture.
- (2) A copy of such information-
 - (A) shall be immune from mandatory disclosure of any type, including legal process; and
 - (B) shall not, without the consent of such person, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding.

(c) Violations; penalties

Any person who shall publish, cause to be published, or otherwise publicly release information collected pursuant to a provision of law referred to in subsection (d) of this section, in any manner or for any purpose prohibited in section¹ (a) of this section, shall be or fined not more than \$10,000 or imprisoned for not more than 1 year, or both.

(d) Specific provisions for collection of information

For purposes of this section, a provision of law referred to in this subsection means-

- (1) the first section of the Act entitled "An Act authorizing the Secretary of Agriculture to collect and publish statistics of the grade and staple length of cotton", approved March 3, 1927 (7 U.S.C. 471) (commonly referred to as the "Cotton Statistics and Estimates Act");
- (2) the first section of the Act entitled "An Act to provide for the collection and publication of statistics of tobacco by the Department of Agriculture", approved January 14, 1929 (7 U.S.C. 501);
- (3) the first section of the Act entitled "An Act to provide for the collection and publication of statistics of peanuts by the Department of Agriculture", approved June 24, 1936 (7 U.S.C. 95 1);
- (4) section 203(g) of the Agricultural Marketing Act of 1946 (7 U.S.C. 1622(g));
- (5) section 526(a) of the Revised Statutes (7 U.S.C. 2204(a)); (6) the Act entitled "An Act providing for the publication of statistics relating to spirits of turpentine and resin", approved August 15, 1935 (7 U.S.C. 2248);
- (7) section 42 of Title 13;
- (8) section 4 of the Act entitled "An Act to establish the Department of Commerce and Labor", approved February 14, 1903 (15 U.S.C. 1516);
- (9) section 2 of the joint resolution entitled "Joint resolution relating to the publication of economic and social statistics for Americans of Spanish origin or descent", approved June 16, 1976 (15 U.S.C. 1516a); or
- (10) section 3(e) of the Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1642(e)):

(Pub.L. 99-198, Title XVII, § 1770, Dec. 23, 1985, 99 Stat. 1657.)

¹ So in original. Probably should be "subsection".

Previously published policy on data release:

Federal Register / Vol. 54, No. 203 / Monday, October 23, 1989 / Notices 43189-90

Forest Resource Inventory Statistics

AGENCY: Forest Service, USDA.

ACTION: Notice; uniform data and coding proposal.

SUMMARY: The Forest Service is proposing to improve the usefulness of its forest resource inventory information by making data available to the public in a uniform format for the entire Eastern United States. The new format would include detailed ownership codes and sample plot coordinates. This change will provide improved public access to current forest resource data collected by four research facilities in the East and improved capabilities for making comparative analyses. Public review is invited

DATE: Comments must be received in writing by December 1, 1989.

ADDRESSES: Send written comments or requests for the draft format and coding publication to F. Dale Robertson, Chief (1500)- Forest Service, USDA, P.O. Box 96090, Washington, DC 20090-6090
Comments are available for inspection in the office of Forest Inventory, Economics, and Recreation Research, 14th and Independence Avenue, SW. room 4105 between the hours of 8 a.m. and 4 p.m. Monday through Friday. To facilitate entrance into building, visitors are encouraged to call ahead (447-2747).

FOR FURTHER INFORMATION CONTACT:

Richard A Birdsey, Forest Inventory, Economics, and Recreation Research Staff, 202-382-9341.

SUPPLEMENTARY INFORMATION: Through its Research organization, the Forest Service conducts continuing Statewide inventories of the Nation's forest resources to ascertain trends in the extent, condition, ownership, quantity, and quality of the forest resources. These statistics and subsequent analyses are released as unit, state, regional, and national resource bulletins and forest resource reports. The statistical reports are based on data collected at sample locations across the United States. Access to original data is available to the public on data tapes or through direct electronic links to data files after the State statistical report has been transmitted for publication.

In the past, data collected at different Experiment Stations have been made available in different formats and systems. For this reason, multiregional analyses were difficult. Four Forest Service Experiment Stations, whose territories encompass the eastern United States (all states east of and including North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, and Texas), have proposed a uniform format and coding system for providing data to requesters. This would allow requesters to perform their own statistical analyses for several States or geographic regions within two or more States inventoried by different Experiment Stations.

The proposed new format includes coding of ownership categories for sample plots on forest lands. Ownership categories include National Forest, Bureau of Land Management, Indian Lands, Other Federal Agencies, State, County and Municipal, Forest Industry, Farmer, Farmer Leased, Other Private-Corporate, Other Private- Individual, Other Private-Corporate Leased, and Other Private-Individual Leased. The new format also includes latitude and longitude coordinates for sample plots with an accuracy of plus or minus 100 seconds (approximately one mile).

If the new format is adopted, it would be used as new State inventories are completed, and the agency would plan to expand this service nationwide as technology and resources permit. A draft publication containing complete details of the proposed formats and coding, and information about how to obtain the data, is available for review upon request.

Dated: October 13, 1989.

George M. Leonard,
Associate Chief

[FR Doc. 89-24929 Filed 10-20-89; 8:45 am]

EXHIBIT 5 (2 Pages)NRCS NRI NON-DISCLOSURE AGREEMENT

This Agreement is effective as of the ____ day of ____, 2007, by and between _____, and the United States 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 Resources Inventory(NRI) Information "For Official Use Only" to or with the _____ for the purpose of _____.

NRI Information "For Official Use Only". The geographic locations of the Natural Resources Conservation Service National Resource Inventory (NRI) 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.

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

By: _____
Authorized Signature

Typed Name

Typed Name

Title

Title

EXHIBIT 6

U.S. DEPARTMENT OF AGRICULTURE

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. A list of FIA/NRI Sites flown shall be indicated by their county and point identification numbers, and shall reflect only the previous day's performance. A cumulative progress record of all sites acquired shall be maintained by the Contractor.

**2007 OIRP PROGRESS REPORT
BLM-TO-2-07-2**

TO:

Geoff Gabbott, Contracting Officer
Aerial Photography Field Office
E-mail Address: NRI.apfo.reports@slc.usda.gov

FROM::

Name
Company
Telephone Number

PERFORMANCE RECORD:

Date Acquired: 26-JUN-07

FIA/NRI Sites Acquired:

- 010_04040_0122111
- 010_03050_2399911
- 010_03060_0000001
- 010_01030_0000002
- 010_03020_0089115
- 013_03040_0002222
- 016_03043_8800001
- 016_04020_0123456
- 017_04040_0000001
- 017_06040_0000022

THIS IS SAMPLE DATA, NOT REAL POINT IDENTIFICATION NUMBERS!

EXHIBIT 7

PACKING SLIP

STATEMENT OF SHIPMENT FOR 2007 OIRP SITES

**** SAMPLE ONLY, NOT REAL DATA ****

<p>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 FIA/NRI Sites acquired for the county(s) should be recorded instead.</p>	
<p>SEND TO: CONTRACTING OFFICER USDA-FSA-APFO 2222 WEST 2300 SOUTH SALT LAKE CITY, UT 84119-2020</p>	<p>DATE: _____ SHIPMENT NUMBER: _____ TOTAL OF OIRP SITES IN SHIPMENT: _____ TOTAL OF COUNTIES IN SHIPMENT: _____</p>

STATE: 41 (OREGON)
 TOTAL COUNTIES: 8 (13)
 TOTAL FIA SITES:
 TOTAL NRI SITES:

County	CoCode	FIA Site	NRI Site
CROOK	41013	21 []	12 []
DESCHUTES	41017	29 []	13 []
GILLIAM	41021	0 []	15 []
GRANT	41023	38 []	8 []
HARNEY	41025	19 []	29 []
JEFFERSON	41031	10 []	11 []
KLAMATH	41035	56 []	8 []
LAKE	41037	71 []	32 []
MORROW	41049	5 []	10 []
SHERMAN	41055	1 []	8 []
UMATILLA	41059	11 []	6 []
WASCO	41065	10 []	15 []
WHEELER	41069	11 []	10 []

**** FINAL PACKING SLIP SAMPLE WILL BE PROVIDED AT TIME OF AWARD****