

# TASK ORDER REQUEST FOR PROPOSAL

## OPTION YEAR 2014

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

**Task Order Solicitation Number: SAC-TO-2-14-1**

**Task Order Issue Date: 15-JAN-2014**



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-2-14-1

DUE DATE: 14-FEB-2014, 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 First Option Year covering the 2014 performance period, under the multi-award fixed-price IDIQ contract.

There are four (4) separate projects in this task order: 1. CONUS, 2. Hawaii, 3. Puerto Rico & USVI, and 4. Alaska. The CONUS and Hawaii projects contain both NRI sites and SLI exposures; the Puerto Rico & USVI project contains only NRI Sites and the Alaska project contains only SLI Exposures.

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 6 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.

Scanned imagery for each program type (NRI or SLI) shall be submitted on separate hard drives. No more than one (1) program type may be placed on a hard drive. See Paragraph 2.4.

Pricing for each project will be evaluated independently (See Paragraph 5.7). Task Order awards will be made based on procedures established in Section L-3.1 of the original solicitation.

USDA is changing its invoice processing system (See Paragraph 5.8).

A Direct Digital Pilot for SLI Easements in six (6) states is being issued concurrently with this one. Based on evaluations of that RFP, any SLI state(s) that may be awarded will not be flown under this film-based acquisition and the quantities of SLI Exposures and their distribution will be adjusted as needed.

**This RFP is subject to the Availability of Funds Clause (FAR 52.232-18), See Paragraph 5.4.**

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 1.4 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/ SLI

<b>PROJECT 1 - 2014 CONUS NATIONAL RESOURCE INVENTORY (NRI) SITES AND STEWARDSHIP LAND IMAGERY (SLI) EXPOSURES</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	\$	\$
	SLI EXP	\$	\$
	SLI SCAN	\$	\$
GRAND TOTAL			\$
<p><b>PRICING PROPOSAL INSTRUCTIONS:</b> Insert the total quantity of sites, exposures 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 and SLI exposures proposed 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/SLI – continued, State Description, Quantities, and Check List</u>. <b>PLEASE NOTE: The minimum unit of offer is a complete state including all NRI sites, SLI exposures, and associated scans within that state, unless the SLI Exposures are awarded separately under the Direct Digital Pilot. See Paragraph 1.5.</b></p>			

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

### State Description, Quantities, and Check List

The following are state NRI site and SLI exposure quantities for the 2014 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 BOX	STATE	NRI SITES	SLI EXPS	TOTAL (SITES+EXPS)	CHECK BOX	STATE	NRI SITES	SLI EXPS	TOTAL (SITES+EXPS)
<input type="checkbox"/>	ALABAMA	1,303	249	1,552	<input type="checkbox"/>	NEVADA	650	3	653
<input type="checkbox"/>	ARIZONA	542	9	551	<input type="checkbox"/>	NEW HAMPSHIRE	462	158	620
<input type="checkbox"/>	ARKANSAS	1,305	1,483	2,788	<input type="checkbox"/>	NEW JERSEY	555	54	609
<input type="checkbox"/>	CALIFORNIA	1,883	777	2,660	<input type="checkbox"/>	NEW MEXICO	1,283	121	1,404
<input type="checkbox"/>	COLORADO	1,541	347	1,888	<input type="checkbox"/>	NEW YORK	1,574	1,080	2,654
<input type="checkbox"/>	CONNECTICUT	424	16	440	<input type="checkbox"/>	NORTH CAROLINA	1,463	322	1,785
<input type="checkbox"/>	DELAWARE	274	41	315	<input type="checkbox"/>	NORTH DAKOTA	1,866	1,216	3,082
<input type="checkbox"/>	FLORIDA	1,808	288	2,096	<input type="checkbox"/>	OHIO	1,556	408	1,964
<input type="checkbox"/>	GEORGIA	1,481	223	1,704	<input type="checkbox"/>	OKLAHOMA	1,445	467	1,912
<input type="checkbox"/>	IDAHO	1,491	195	1,686	<input type="checkbox"/>	OREGON	1,181	395	1,576
<input type="checkbox"/>	ILLINOIS	2,054	677	2,731	<input type="checkbox"/>	PENNSYLVANIA	1,680	138	1,818
<input type="checkbox"/>	INDIANA	1,395	868	2,263	<input type="checkbox"/>	RHODE ISLAND	273	8	281
<input type="checkbox"/>	IOWA	1,628	1,817	3,445	<input type="checkbox"/>	SOUTH CAROLINA	1,168	582	1,750
<input type="checkbox"/>	KANSAS	1,845	497	2,342	<input type="checkbox"/>	SOUTH DAKOTA	1,699	1,603	3,302
<input type="checkbox"/>	KENTUCKY	1,347	361	1,708	<input type="checkbox"/>	TENNESSEE	1,444	414	1,858
<input type="checkbox"/>	LOUISIANA	1,822	2,070	3,892	<input type="checkbox"/>	TEXAS	4,489	561	5,050
<input type="checkbox"/>	MAINE	637	15	652	<input type="checkbox"/>	UTAH	741	33	774
<input type="checkbox"/>	MARYLAND & DC	957	116	1,073	<input type="checkbox"/>	VERMONT	510	48	558
<input type="checkbox"/>	MASSACHUSETTS	567	30	597	<input type="checkbox"/>	VIRGINIA	1,622	80	1,702
<input type="checkbox"/>	MICHIGAN	1,920	551	2,471	<input type="checkbox"/>	WASHINGTON	1,264	291	1,555
<input type="checkbox"/>	MINNESOTA	2,198	1,011	3,209	<input type="checkbox"/>	WEST VIRGINIA	767	35	802
<input type="checkbox"/>	MISSISSIPPI	1,585	1,254	2,839	<input type="checkbox"/>	WISCONSIN	1,709	774	2,483
<input type="checkbox"/>	MISSOURI	1,982	1,566	3,548	<input type="checkbox"/>	WYOMING	861	157	1,018
<input type="checkbox"/>	MONTANA	1,372	159	1,531					
<input type="checkbox"/>	NEBRASKA	1,587	807	2,394					

**TOTAL NRI SITES: 65,210 – CONUS**  
**TOTAL SLI EXPS: 24,375 – CONUS**  
**Project 1 GRAND TOTAL: 89,585 – CONUS**

Note: Task Order total quantities including Project 1: CONUS, Project 2: Hawaii, Project 3: Puerto Rico & USVI, and Project 4: Alaska

TOTAL NRI SITES: 66,004 Sites

TOTAL SLI EXPS: 24,383 Exposures (14,670 Easements)

GRAND TOTAL: 90,387 Sites and Exposures

1.2 Pricing Proposal – Project 2, Hawaii NRI/SLI

<b>PROJECT 2 - 2014 HAWAII AERIAL PHOTOGRAPHY AND SCANS OF THE NATIONAL RESOURCES INVENTORY (NRI) SITES AND STEWARDSHIP LAND IMAGERY (SLI) EXPOSURES</b>			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
<b>PROJECT 2 - PRICING PROPOSAL</b>			
TOTAL QUANTITY OF SITES/EXPOSURES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
343 NRI SITES	NRI SITE	\$	\$
	NRI SCAN	\$	\$
2 SLI EXPOSURES	SLI EXP	\$	\$
	SLI SCAN	\$	\$
<b>GRAND TOTAL:</b>			\$
<b><u>PRICING PROPOSAL INSTRUCTIONS:</u></b>			
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, SLI Exposure(s), and associated scans.</b>			

1.3 Pricing Proposal – Project 3, Puerto Rico & US Virgin Islands (NRI only)

<b>PROJECT 3 - 2014 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
451	NRI SITE	\$	\$
	NRI SCAN	\$	\$
<b>GRAND TOTAL:</b>			\$
<b><u>PRICING PROPOSAL INSTRUCTIONS:</u></b>			
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>			

1.4 Pricing Proposal – Project 4, Alaska (SLI only)

PROJECT 4 - 2014 ALASKA AERIAL PHOTOGRAPHY AND SCANS OF THE STEWARDSHIP LANDS IMAGERY (SLI) EXPOSURES			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
PROJECT 4 - PRICING PROPOSAL			
TOTAL QUANTITY OF EXPOSURES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
6	SLI EXP	\$	\$
	SLI SCAN	\$	\$
GRAND TOTAL:			\$
PRICING PROPOSAL INSTRUCTIONS:			
Enter your proposed unit price and total amount in the spaces provided above. <b>PLEASE NOTE: The minimum unit of offer is all SLI Exposures, including scans, within the Alaska project areas.</b>			

1.5 OPTIONAL AWARD NOTICE

This Task Order is being issued concurrently with Solicitation SAC-TO-2-14-2 which is a direct digital pilot project for six (6) SLI states. If offers on any or all of the states are chosen for the pilot, the easements associated with them will not be awarded under this task order and may be awarded to a different contractor than the one acquiring the NRI Sites in that state. This will reduce the quantity/distribution of SLI exposures in this task order.

1.6 FUNDING LIMITATIONS

The quantities of NRI Sites and SLI Exposures 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) and to monitor Stewardship Land Imagery (SLI) easement programs including wetland protection and restoration efforts on the Wetland Reserve Program (WRP). 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/SLI aerial photography is: **Date of Award (Approximately March 2014) through December 31, 2014.**

## 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 2014 Small Area Projects cover a sample of 65,210 NRI Sites and 24,375 SLI Exposures (covering 14,662 easements) located in the 48 contiguous states, 343 NRI Sites and 2 SLI Exposures (1 easement) in Hawaii, 451 NRI Sites in Puerto Rico/US Virgin Islands and 6 SLI Exposures (7 easements) in Alaska. Please refer to Exhibit 2 (a-c) for 2014 NRI Locations, and Exhibit 3 for 2014 Stewardship Land Imagery Locations. The NRI Sites and SLI Exposures share the same photo periods.

## 2.4 Contract Deliverables

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

- (a) **One (1) original color positive film transparency of each site or exposure, cut and sleeved,**
- (b) **One (1) digital scan of each film transparency,**
- (c) **Scan Data File(s) for scanned imagery,**
- (d) **Packing slip(s) completed as instructed. See Exhibit 5.**

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

Scanned imagery for each program type (NRI or SLI) shall be submitted on separate hard drives. No more than one (1) program type image scan and associated data files may be placed on a hard drive.

## 2.5 Size of NRI Sample Sites and SLI Easements

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.

Nationally, the SLI easements range in size from less than one (1) acre to as much as

15,369 acres and may require from one exposure to multiple exposures to provide required photographic coverage.

## 2.6 Project Flight Plan Description – NRI Sites

- (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 504 over-size NRI Sites located in the following states:

STATE	QUANTITY	MIN. ACRES	MAX ACRES
ILLINOIS	1	322	322
KANSAS	1	320	523
MISSOURI	5	313	440
NEBRASKA	70	532	692
NEW MEXICO	75	506	998
SOUTH DAKOTA	140	301	717
UTAH	113	207	898
WYOMING	99	302	1084
<b>TOTAL QUANTITY</b>	<b>504</b>		

- (c) Deviation from the specified flight altitude shall not exceed 2% low or 3% high. See State NRI Site & SLI Exposure Information for minimum and maximum ground elevations (Attachment D).
- (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 Project Flight Plan Description – SLI Exposures

- (a) All SLI Areas 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. Deviation from the specified flight altitude shall not exceed 2% low or 3% high. Elevations for each of the SLI areas/exposures will be provided upon award
- (b) The Government will provide the official flight plans indicating centroid locations of all exposures with flight line data covering the SLI Easement Areas. The flight plans have been designed to provide physical coverage of each of the easements. Physical

coverage is defined as coverage of each easement with at least 20% sidelap and 20% endlap where more than one (1) image is required. In addition to complete coverage of each easement, a minimum buffer zone of 400 meters (1,312 feet) is included beyond the actual boundary. See Paragraph 3.2 - Exposure and Flight Line Data – SLI Exposures.

(c) Area Flight Plan Specifications:

- (1) Flight Orientation: Preferred North – South or East – West.

*Note:* There are areas that require non-preferred (diagonal) flight orientation. Such non-preferred orientation has been kept to the minimum practicable.

- (2) The SLI Exposure Centroids within any state will be identified by county FIPS, program (SLI) and the individual centroid number. Their location is provided in latitude – longitude coordinates based on NAD 1983, and expressed in decimal degrees with six (6) decimal places of precision (31.502550, -87.109067).
- (3) The Exposure Centroid Numbers [Photo ID(s)] have been assigned by NRCS and begin at one (1) in each individual county. The numbering may not be consecutive within that county.

2.8 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.

2.9 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, 2014 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, 2014. 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, 2014 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, 2014) as ground and weather conditions permit. See Exhibit 1, 2014 State Photo Periods.

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

2.10 Minimum Sun Angle: 30 Degrees

### 2.11 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.

### 2.12 Aerial Film:

- (a) Aerial Film: Color Positive Aerial Film (Brand Names: Agfa Aviphot Chrome 200 PEI, 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 Positive Films  
The natural color positive film will have a diffuse rms granularity value of 13 or lower (read at a net green diffuse density of 1.0 with a 48-micron aperture). Color emulsions shall be balanced for daylight exposure and the spectral sensitivity will cover the entire visible spectrum to 700 nanometers or greater.
- (c) Refer to Section C-5 of the Contract, Aerial Film.

### 2.13 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 1) NRI Sites and 2) SLI Exposure Centroid names will be provided upon award.
- (d) Automatic electronic titling may be permitted upon Contracting Officer's approval.

### 2.14 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 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 – NRI Sites

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	20140601	20140630	
CT	Hartford	09003_080402R	42.01980	-72.83128	446	102.622	20140701	20140815	
IN	Grant	18053_020102R	40.44244	-85.86891	846	159.695	20140701	20140930	
SC	York	45091_010101R	34.86437	-81.42939	499	158.527	20140515	20140731	Priority

### 3.2 Exposure and Flight Line Data – SLI Exposures

The Contractor will be furnished upon award the following data:

- (a) Exposure Centroids: An ASCII comma delimited text (.txt) file will be provided containing a list of **only** the exposure centroids pertaining to each contractor's award. (*State Abbreviation\_2014\_rfp\_sli.txt*) *This shall be the authoritative listing of the SLI exposures required to be flown for each awarded contract.*
- (b) SLI Flightlines: An Esri compatible shapefile that identifies the flight lines that have been assigned to this task order. In addition, an ASCII tab delimited text file will be provided which identifies the beginning and ending points of each of the flight lines, their nominal elevation above mean ground level, the nominal focal length of the lens in millimeters and the nominal scale of the imagery. The beginning and ending points are in degrees, minutes, seconds, and decimal seconds carried out to three (3) significant decimal places. (*2014\_(State Abbreviation)\_fln*)
- (c) SLI Shapefiles: An Esri compatible shapefile that outlines the individual easement areas of this task order. (easements\_10\_2011NAD83)
- (d) 2014 SLI Area Easement Locations (.pdf & .jpg) – a reference map of the project in Adobe PDF & JPEG formats.
- (e) CNTY100KCOAST – Authoritative County Esri compatible shapefile.
- (f) STATE100KCOAST – Authoritative State Esri compatible shapefile.

### 3.3 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 and SLI exposures associated with each state. The instructions for filling them out are included in the header for the slip. See Exhibit 5, 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 (or exposures), 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 and Alaska Areas:

The delivery requirements for the 2014 NRI and SLI projects 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 and SLI Exposure 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, either NRI sites or SLI exposures, for any county that has been fully completed no later than 15 days from last site/exposure for that county. The Government requests that every effort be made to provide both film and scanned images within the same incremental delivery.
- (b) 2014 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	NTP – March 15, 2014	March 30, 2014
FL	NTP – April 15, 2014	April 30, 2014
CA(W)	NTP – May 1, 2014	May 16, 2014
KS, NM, AZ	NTP – May 15, 2014	May 30, 2014
ID MS NV OH OR TX(E) UT WY	NTP – June 15, 2014	June 30, 2014
CO CT IL IN KY ME MA MI MN MO NH OK RI TN TX(W) WI	NTP – July 1, 2014	July 16, 2014
NY VT WV	NTP – July 15, 2014	July 30, 2014
AL CA(N) TX(S) ND SD WA	NTP – June 1, 2014	June 16, 2014
AR LA NE PA	NTP – August 1, 2014	August 16, 2014
MD&DC NJ	NTP – August 15, 2014	August 30, 2014

NTP = Notice to Proceed (Estimated prior to March 1, 2014)

- (c) 2014 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	March 15 – May 15, 2014	May 30, 2014
2. CA(S)	March 15 – May 31, 2014	June 15, 2014
3. FL	April 15 – June 15, 2014	June 30, 2014
4. CA(W)	May 1 – July 31, 2014	August 15, 2014
5. KS	May 15 – July 15, 2014	July 30, 2014
6. NM	May 15 – August 15, 2014	August 30, 2014
7. AZ	May 15 – Sept. 30, 2014	October 15, 2014
8. AL	June 1 – June 30, 2014	July 15, 2014
9. TX(S)	June 1 – July 15, 2014	July 30, 2014
10. ND SD	June 1 – July 31, 2014	August 15, 2014
11. WA	June 1 – August 15, 2014	August 30, 2014
12. CA(N)	June 1 – Sept. 30, 2014	October 15, 2014
13. MS	June 15 – July 15, 2014	July 30, 2014
14. ID MT OR NV TX(E) UT	June 15 – July 31, 2014	August 15, 2014
15. WY	June 15 – August 15, 2014	August 30, 2014
16. OH	June 15 – Sept. 30, 2014	October 15, 2014
17. IL MN	July 1 – July 31, 2014	August 15, 2014
18. CO CT OK MA ME RI TX(W) NH	July 1 – August 15, 2014	August 30, 2014
19. IA KY MO TN WI	July 1 – August 31, 2014	Sept. 15, 2014
20. IN MI	July 1 – Sep 30, 2014	October 15, 2014
21. WV	July 15 – August 15, 2014	August 30, 2014
22. NY VT	July 15 – Sep 15, 2014	Sept. 30, 2014
23. PA	Aug 1 – Aug 31, 2014	Sept. 15, 2014
24. AR LA NE	Aug 1 – Sep 30, 2014	October 15, 2014
25. DE MD NJ	Aug 15 – Sep 15, 2014	Sept. 30, 2014
26. AK	June 1 – August 30, 2014	Sept. 15, 2014

#### 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, 2014	January 30, 2015
PR / USVI	NTP – December 31, 2014	January 30, 2015

#### 4.5 Delivery Schedule for Scanned Imagery

- (1) The NRI and SLI 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 and SLI scanned imagery shall be delivered on industry standard Serial ATA (Version I or II)(Version III may also be used) Hard Drive Disks (HDs) 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 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: <http://www.federalcontractorregistry.com> or [www.sam.gov](http://www.sam.gov). Please refer to the FAR Clause 52.204-08 - Annual Representations and Certifications (JUL 2013).

##### 5.2 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.

##### 5.3 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.

#### 5.4 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.

#### 5.5 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.

#### 5.6 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.**

#### 5.7 Project Evaluation

Each of the four projects proposed in this solicitation will be evaluated independently in 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-2-14-1) shall be used in this task order's evaluation.

#### 5.8 IPP Notification

USDA is moving to a web-based invoicing system called Invoice Processing Platform

(IPP). There will be a notification from govdelivery.com informing contractors about the move to the new system which is mandatory. 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 will allow contractors to actively track the status of invoices within the US Treasury's payment system and will allow 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	2014 State Photo Periods (1 page)	17
Exhibit 2(a)	2014 NRI CONUS Sample (1 page)	18
Exhibit 2(b)	2014 NRI Hawaii Locations (1 Page)	19
Exhibit 2(c)	2014 NRI Puerto Rico & US Virgin Islands Locations (1 Page)	20
Exhibit 3	2014 Stewardship Lands Sample (1 Page)	21
Exhibit 4	Progress Report (1 page)	22
Exhibit 5	Packing Slip (1 page)	23
Exhibit 6	Non-disclosure Agreement (3 pages)	24-26
Attachment D	State NRI Site & SLI Exposure Information (5 pages)	Separate Attachment



EXHIBIT 2(a)

2014 NRI CONUS Sample (65,210 Sites)

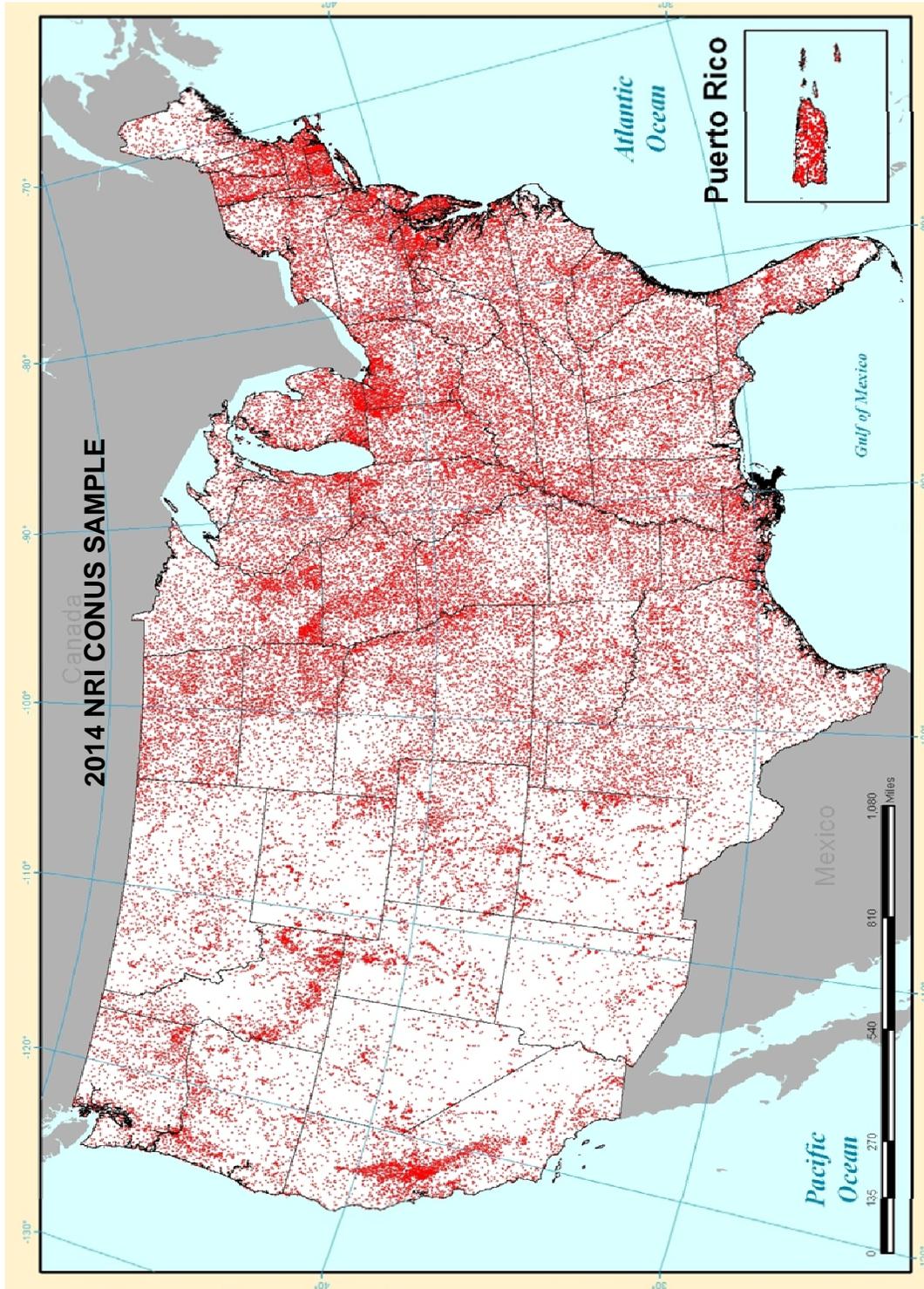
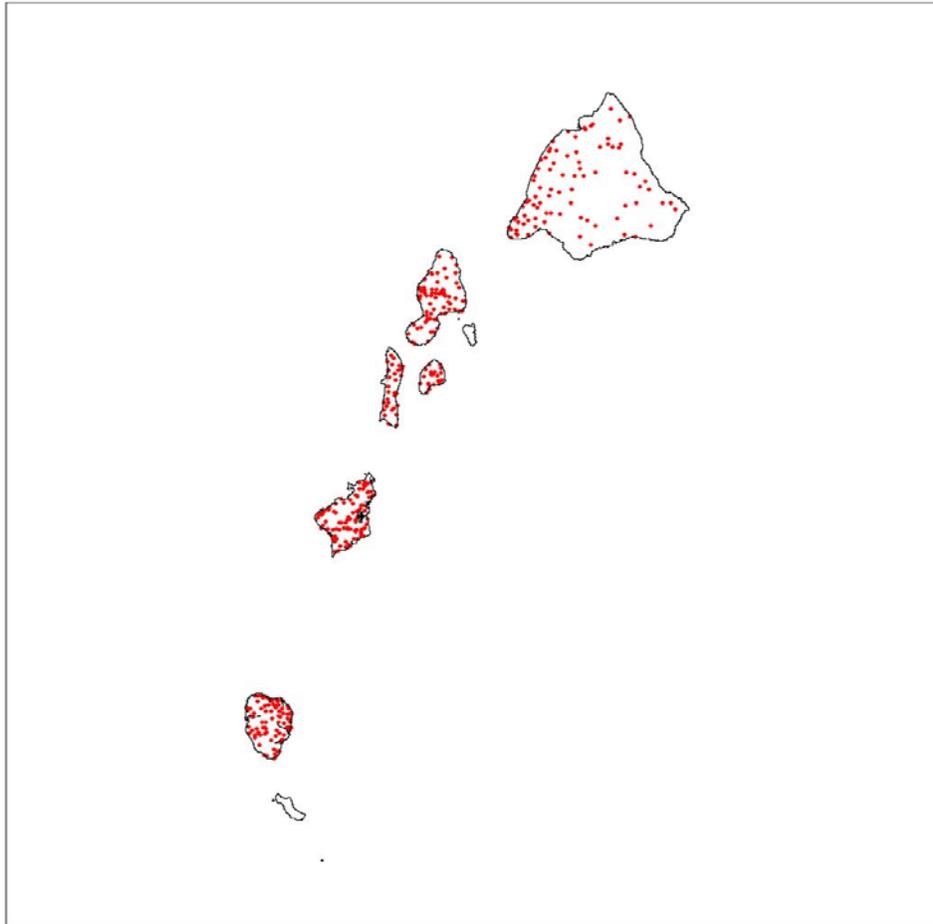


EXHIBIT 2(b)

2014 NRI Hawaii Locations (343 Sites)

Hawaii  
NRI Locations



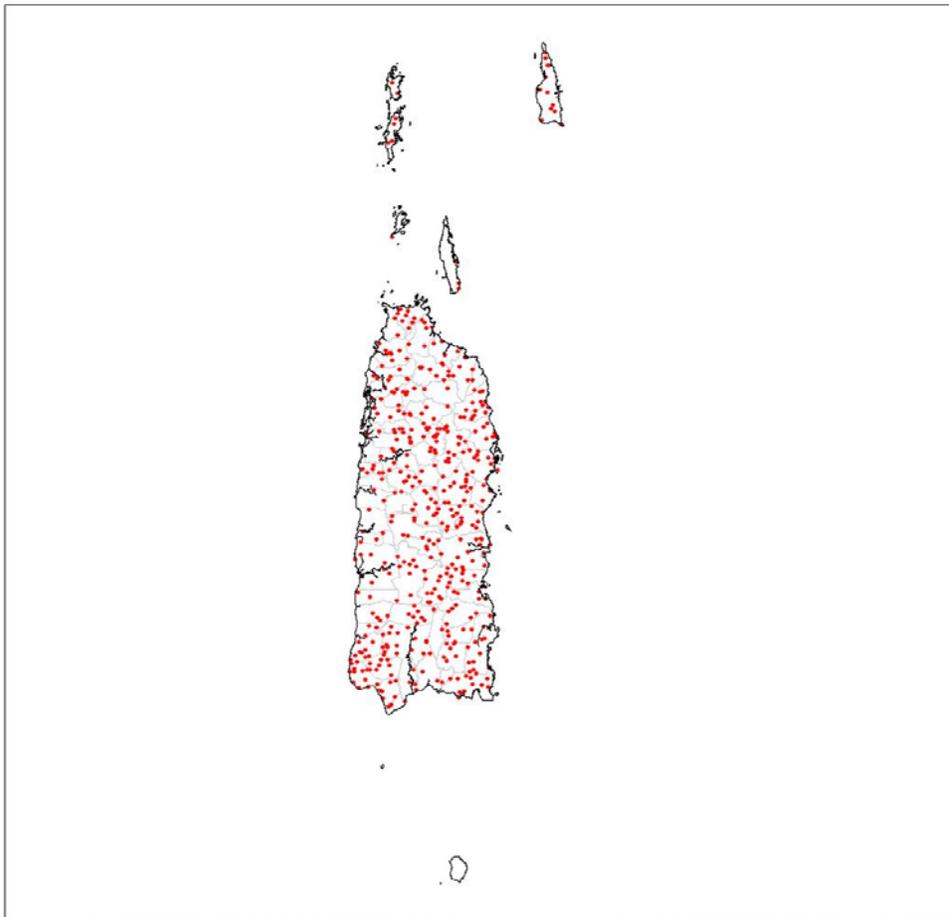
NGMC, Fort Worth, TX, Oct. 2012

USDA - Natural Resources Conservation Service

EXHIBIT 2(c)

2014 NRI Puerto Rico & US Virgin Islands Locations (451 Sites)

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

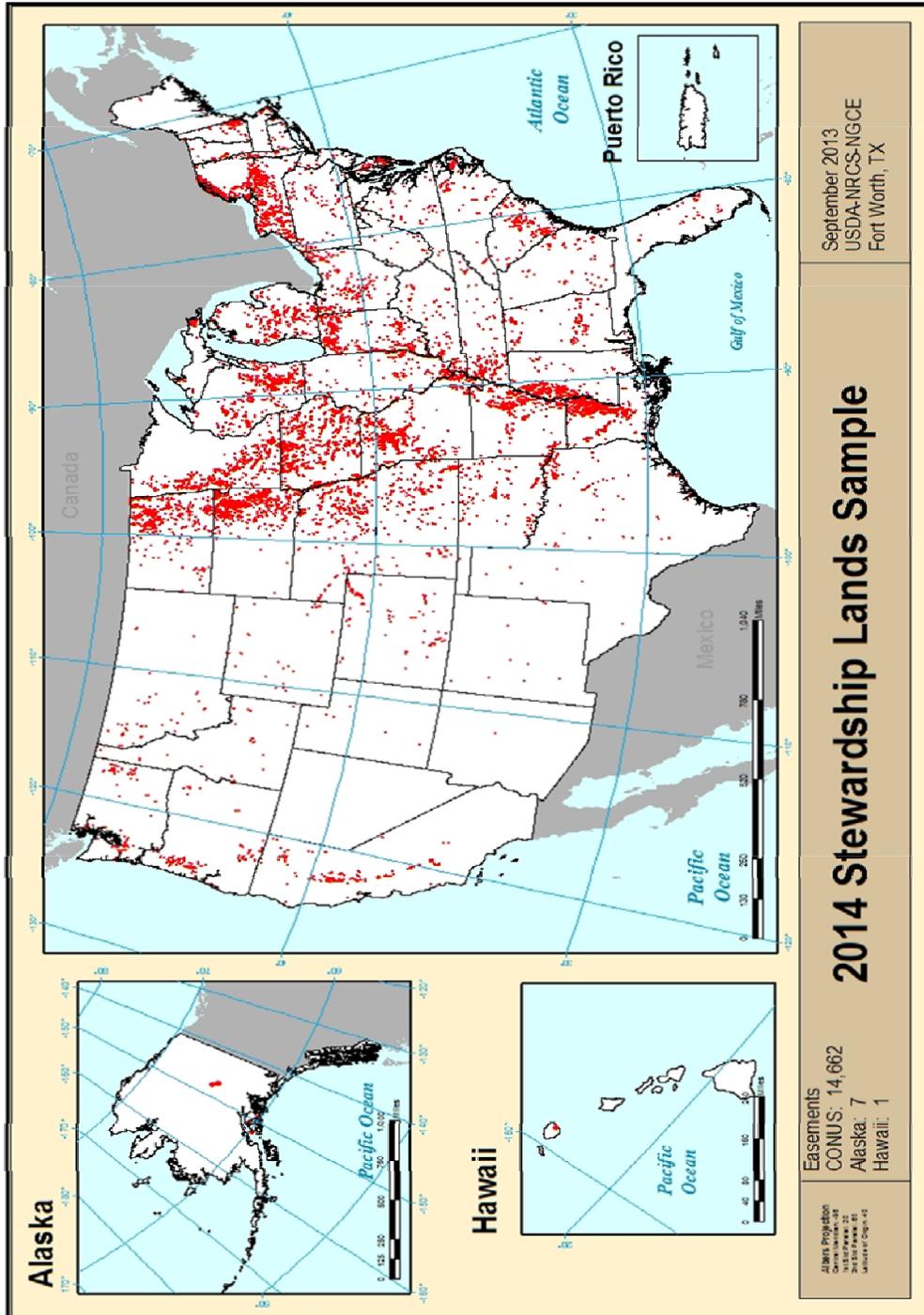


NGMC, Fort Worth, TX, Oct. 2012

USDA - Natural Resources Conservation Service

EXHIBIT 3

2014 Stewardship Lands Sample Locations



2014 SLI Sample: 24,375 SLI CONUS Exposures, 2 Hawaii Exposures and 6 Alaska Exposures covering 14,670 Easements; Total of 24,383 SLI Exposures

EXHIBIT 4

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. On separate E-mail reports, a list of NRI Sites flown and SLI exposures flown shall be indicated by their respective 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.

**2014 NRI PROGRESS REPORT  
SAC-TO-2-14, 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-14

NRI Sites Acquired:

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

**2014 SLI PROGRESS REPORT  
SAC-TO-2-14, ITEM #**

**TO:**

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

**FROM:**

Name  
Company  
Telephone Number

**PERFORMANCE RECORD:**

Date Acquired: 06-JUN-14

SLI Exposures Acquired:

01035\_SLI0004  
01061\_SLI0001  
01061\_SLI0002  
01067\_SLI0001

EXHIBIT 5

## PACKING SLIP

## STATEMENT OF SHIPMENT FOR 2014 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 6  
(3 Pages)

**NON-DISCLOSURE AGREEMENT**

**This Agreement** is effective as of the \_\_\_ day of \_\_\_\_\_, 2014, 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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**ATTACHMENT D****STATE NRI SITE & SLI EXPOSURE INFORMATION**

STATE: ALABAMA  
FLYING SEASON: MAR 15 – JUN 30, 2013  
TOTAL COUNTIES: 67  
TOTAL NRI SITES: 1,303  
TOTAL SLI EXPOSURES: 249  
MEAN GROUND ELEVATION RANGE:  
0' TO 11686'

STATE: CONNECTICUT  
FLYING SEASON: MAR 15 – AUG 15, 2013  
TOTAL COUNTIES: 8  
TOTAL NRI SITES: 424  
TOTAL SLI EXPOSURES: 16  
MEAN GROUND ELEVATION RANGE:  
0' TO 1417'

STATE: ARIZONA  
FLYING SEASON: MAR 15 – SEP 30, 2013  
TOTAL COUNTIES: 15  
TOTAL NRI SITES: 542  
TOTAL SLI EXPOSURES: 9  
MEAN GROUND ELEVATION RANGE:  
82' TO 9197'

STATE: DELAWARE  
FLYING SEASON: AUG 15 – SEP 15, 2013  
TOTAL COUNTIES: 3  
TOTAL NRI SITES: 274  
TOTAL SLI EXPOSURES: 41  
MEAN GROUND ELEVATION RANGE:  
0' TO 397'

STATE: ARKANSAS  
FLYING SEASON: MAR 15 – SEP 30, 2013  
TOTAL COUNTIES: 75  
TOTAL NRI SITES: 1,306  
TOTAL SLI EXPOSURES: 1,483  
MEAN GROUND ELEVATION RANGE:  
62' TO 2566'

STATE: FLORIDA  
FLYING SEASON: MAR 15 – JUN 15, 2013  
TOTAL COUNTIES: 67  
TOTAL NRI SITES: 1,808  
TOTAL SLI EXPOSURES: 288  
MEAN GROUND ELEVATION RANGE:  
0' TO 354'

STATE: CALIFORNIA  
FLYING SEASON: MAR 15 – SEP 30, 2013  
TOTAL COUNTIES: 58  
TOTAL NRI SITES: 1,883  
TOTAL SLI EXPOSURES: 777  
MEAN GROUND ELEVATION RANGE:  
-243' TO 12586'

STATE: GEORGIA  
FLYING SEASON: MAR 15 – MAY 15, 2013  
TOTAL COUNTIES: 159  
TOTAL NRI SITES: 1,481  
TOTAL SLI EXPOSURES: 223  
MEAN GROUND ELEVATION RANGE:  
0' TO 3448'

STATE: COLORADO  
FLYING SEASON: MAR 15 – AUG 15, 2013  
TOTAL COUNTIES: 62  
TOTAL NRI SITES: 1,541  
TOTAL SLI EXPOSURES: 347  
MEAN GROUND ELEVATION RANGE:  
3363' TO 13199'

STATE: IDAHO  
FLYING SEASON: MAR 15 – JUL 31, 2013  
TOTAL COUNTIES: 44  
TOTAL NRI SITES: 1,491  
TOTAL SLI EXPOSURES: 195  
MEAN GROUND ELEVATION RANGE:  
824' TO 10027'

STATE: ILLINOIS  
FLYING SEASON: MAR 15 – JUL 31, 2013  
TOTAL COUNTIES: 102  
TOTAL NRI SITES: 2,054  
TOTAL SLI EXPOSURES: 677  
MEAN GROUND ELEVATION RANGE:  
299' TO 1152'

STATE: MAINE  
FLYING SEASON: MAR 15 – AUG 15, 2013  
TOTAL COUNTIES: 16  
TOTAL NRI SITES: 637  
TOTAL SLI EXPOSURES: 15  
MEAN GROUND ELEVATION RANGE:  
0' TO 3734'

STATE: INDIANA  
FLYING SEASON: MAR 15 – SEP 30, 2013  
TOTAL COUNTIES: 92  
TOTAL NRI SITES: 1,395  
TOTAL SLI EXPOSURES: 868  
MEAN GROUND ELEVATION RANGE:  
341' TO 1198'

STATE: MARYLAND  
FLYING SEASON: MAR 15 – SEP 15, 2013  
TOTAL COUNTIES: 23  
TOTAL NRI SITES: 957  
TOTAL SLI EXPOSURES: 116  
MEAN GROUND ELEVATION RANGE:  
0' TO 2982'

STATE: IOWA  
FLYING SEASON: JUL 1 – AUG 31, 2013  
TOTAL COUNTIES: 99  
TOTAL NRI SITES: 1,628  
TOTAL SLI EXPOSURES: 1,817  
MEAN GROUND ELEVATION RANGE:  
486' TO 1660'

STATE: MASSACHUSETTS  
FLYING SEASON: MAR 15 – AUG 15, 2013  
TOTAL COUNTIES: 14  
TOTAL NRI SITES: 567  
TOTAL SLI EXPOSURES: 30  
MEAN GROUND ELEVATION RANGE:  
0' TO 2205'

STATE: KANSAS  
FLYING SEASON: MAR 15 – JUL 15, 2013  
TOTAL COUNTIES: 105  
TOTAL NRI SITES: 1,845  
TOTAL SLI EXPOSURES: 497  
MEAN GROUND ELEVATION RANGE:  
709' TO 3950'

STATE: MICHIGAN  
FLYING SEASON: MAR 15 – SEP 30, 2013  
TOTAL COUNTIES: 83  
TOTAL NRI SITES: 1,920  
TOTAL SLI EXPOSURES: 551  
MEAN GROUND ELEVATION RANGE:  
571' TO 1847'

STATE: KENTUCKY  
FLYING SEASON: MAR 15 – AUG 31, 2013  
TOTAL COUNTIES: 120  
TOTAL NRI SITES: 1,347  
TOTAL SLI EXPOSURES: 361  
MEAN GROUND ELEVATION RANGE:  
262' TO 3931'

STATE: MINNESOTA  
FLYING SEASON: MAR 15 – JUL 31, 2013  
TOTAL COUNTIES: 87  
TOTAL NRI SITES: 2,198  
TOTAL SLI EXPOSURES: 1,011  
MEAN GROUND ELEVATION RANGE:  
607' TO 2087'

STATE: LOUISIANA  
FLYING SEASON: MAR 15 – SEP 30, 2013  
TOTAL COUNTIES: 64  
TOTAL NRI SITES: 1,822  
TOTAL SLI EXPOSURES: 2,070  
MEAN GROUND ELEVATION RANGE:  
0' TO 397'

STATE: MISSISSIPPI  
FLYING SEASON: MAR 15 – JUL 15, 2013  
TOTAL COUNTIES: 82  
TOTAL NRI SITES: 1,585  
TOTAL SLI EXPOSURES: 1,254  
MEAN GROUND ELEVATION RANGE:  
3' TO 673'

STATE: MISSOURI  
 FLYING SEASON: MAR15 – AUG 31, 2013  
 TOTAL COUNTIES: 114  
 TOTAL NRI SITES: 1,982  
 TOTAL SLI EXPOSURES: 1,566  
 MEAN GROUND ELEVATION RANGE:  
 236' TO 1696'

STATE: NEW MEXICO  
 FLYING SEASON: MAR 15 – AUG 15, 2013  
 TOTAL COUNTIES: 33  
 TOTAL NRI SITES: 1,283  
 TOTAL SLI EXPOSURES: 121  
 MEAN GROUND ELEVATION RANGE:  
 2897' TO 11552'

STATE: MONTANA  
 FLYING SEASON: JUN 15 – JUL 31, 2013  
 TOTAL COUNTIES: 56  
 TOTAL NRI SITES: 1,372  
 TOTAL SLI EXPOSURES: 159  
 MEAN GROUND ELEVATION RANGE:  
 1900' TO 9971'

STATE: NEW YORK  
 FLYING SEASON: MAR 15 – SEP 15, 2013  
 TOTAL COUNTIES: 62  
 TOTAL NRI SITES: 1,574  
 TOTAL SLI EXPOSURES: 1,080  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 3389'

STATE: NEBRASKA  
 FLYING SEASON: MAR 15 – SEP 30, 2013  
 TOTAL COUNTIES: 93  
 TOTAL NRI SITES: 1,587  
 TOTAL SLI EXPOSURES: 807  
 MEAN GROUND ELEVATION RANGE:  
 850' TO 5401'

STATE: NORTH CAROLINA  
 FLYING SEASON: MAR 15 – MAY 15, 2013  
 TOTAL COUNTIES: 100  
 TOTAL NRI SITES: 1,463  
 TOTAL SLI EXPOSURES: 322  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 5801'

STATE: NEVADA  
 FLYING SEASON: MAR 15 – JUL 31, 2013  
 TOTAL COUNTIES: 17  
 TOTAL NRI SITES: 650  
 TOTAL SLI EXPOSURES: 3  
 MEAN GROUND ELEVATION RANGE:  
 699' TO 9177'

STATE: NORTH DAKOTA  
 FLYING SEASON: MAR 15 – JUL 31, 2013  
 TOTAL COUNTIES: 53  
 TOTAL NRI SITES: 1,866  
 TOTAL SLI EXPOSURES: 1,216  
 MEAN GROUND ELEVATION RANGE:  
 791' TO 3297'

STATE: NEW HAMPSHIRE  
 FLYING SEASON: MAR 15 – JUL 1, 2013  
 TOTAL COUNTIES: 10  
 TOTAL NRI SITES: 462  
 TOTAL SLI EXPOSURES: 158  
 MEAN GROUND ELEVATION RANGE:  
 3' TO 5217'

STATE: OHIO  
 FLYING SEASON: MAR 15 – SEP 30, 2013  
 TOTAL COUNTIES: 88  
 TOTAL NRI SITES: 1,556  
 TOTAL SLI EXPOSURES: 408  
 MEAN GROUND ELEVATION RANGE:  
 489' TO 1398'

STATE: NEW JERSEY  
 FLYING SEASON: MAR 15 – SEP 15, 2013  
 TOTAL COUNTIES: 21  
 TOTAL NRI SITES: 555  
 TOTAL SLI EXPOSURES: 54  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 1299'

STATE: OKLAHOMA  
 FLYING SEASON: MAR 15 – AUG 15, 2013  
 TOTAL COUNTIES: 77  
 TOTAL NRI SITES: 1,445  
 TOTAL SLI EXPOSURES: 467  
 MEAN GROUND ELEVATION RANGE:  
 308' TO 4603'

STATE: OREGON  
 FLYING SEASON: MAR 15 – JUL 31, 2013  
 TOTAL COUNTIES: 36  
 TOTAL NRI SITES: 1,181  
 TOTAL SLI EXPOSURES: 467  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 9213'

STATE: TEXAS  
 FLYING SEASON: MAR 15 – AUG 15, 2013  
 TOTAL COUNTIES: 254  
 TOTAL NRI SITES: 4,489  
 TOTAL SLI EXPOSURES: 561  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 6884'

STATE: PENNSYLVANIA  
 FLYING SEASON: MAR 15 – AUG 31, 2013  
 TOTAL COUNTIES: 67  
 TOTAL NRI SITES: 1,680  
 TOTAL SLI EXPOSURES: 138  
 MEAN GROUND ELEVATION RANGE:  
 3' TO 2894'

STATE: UTAH  
 FLYING SEASON: MAR 15 – JUL 31, 2013  
 TOTAL COUNTIES: 29  
 TOTAL NRI SITES: 741  
 TOTAL SLI EXPOSURES: 33  
 MEAN GROUND ELEVATION RANGE:  
 2599' TO 10335'

STATE: RHODE ISLAND  
 FLYING SEASON: MAR 15 – AUG 15, 2013  
 TOTAL COUNTIES: 5  
 TOTAL NRI SITES: 273  
 TOTAL SLI EXPOSURES: 8  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 758'

STATE: VERMONT  
 FLYING SEASON: MAR 15 – SEP 15, 2013  
 TOTAL COUNTIES: 14  
 TOTAL NRI SITES: 510  
 TOTAL SLI EXPOSURES: 48  
 MEAN GROUND ELEVATION RANGE:  
 95' TO 3327'

STATE: SOUTH CAROLINA  
 FLYING SEASON: MAR 15 – MAY 15, 2013  
 TOTAL COUNTIES: 46  
 TOTAL NRI SITES: 1,168  
 TOTAL SLI EXPOSURES: 582  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 3281'

STATE: VIRGINIA  
 FLYING SEASON: MAR 15 – MAY 15, 2013  
 TOTAL COUNTIES: 100  
 TOTAL NRI SITES: 1,622  
 TOTAL SLI EXPOSURES: 80  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 4236'

STATE: SOUTH DAKOTA  
 FLYING SEASON: MAR 15 – JUL 31, 2013  
 TOTAL COUNTIES: 66  
 TOTAL NRI SITES: 1,699  
 TOTAL SLI EXPOSURES: 1,603  
 MEAN GROUND ELEVATION RANGE:  
 974' TO 6838

STATE: WASHINGTON  
 FLYING SEASON: JUN 1 – AUG 15, 2013  
 TOTAL COUNTIES: 39  
 TOTAL NRI SITES: 1,264  
 TOTAL SLI EXPOSURES: 291  
 MEAN GROUND ELEVATION RANGE:  
 0' TO 8980'

STATE: TENNESSEE  
 FLYING SEASON: MAR 15 – AUG 31, 2013  
 TOTAL COUNTIES: 95  
 TOTAL NRI SITES: 1,444  
 TOTAL SLI EXPOSURES: 414  
 MEAN GROUND ELEVATION RANGE:  
 177' TO 4318'

STATE: WEST VIRGINIA  
 FLYING SEASON: MAR 15 – AUG 15, 2013  
 TOTAL COUNTIES: 55  
 TOTAL NRI SITES: 767  
 TOTAL SLI EXPOSURES: 35  
 MEAN GROUND ELEVATION RANGE:  
 341' TO 4698'

STATE: WISCONSIN  
FLYING SEASON: MAR 15 – AUG 31, 2013  
TOTAL COUNTIES: 72  
TOTAL NRI SITES: 1,709  
TOTAL SLI EXPOSURES: 774  
MEAN GROUND ELEVATION RANGE:  
577' TO 1850'

STATE: WYOMING  
FLYING SEASON: MAR 15 – AUG 15, 2013  
TOTAL COUNTIES: 23  
TOTAL NRI SITES: 861  
TOTAL SLI EXPOSURES: 157  
MEAN GROUND ELEVATION RANGE:  
3199' TO 12999'

**TOTALS: 65,210 NRI Sites and 24,375 SLI Exposures**

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STATE: HAWAII  
FLYING SEASON: MAR 15 – DEC 31, 2013  
TOTAL COUNTIES: 4  
TOTAL NRI SITES: 343  
TOTAL SLI EXPOSURES: 2  
MEAN GROUND ELEVATION RANGE:  
0' TO 10975'

**HAWAII TOTALS: 343 NRI Sites and 2 SLI Exposures**

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STATE: PUERTO RICO & U.S. VIRGIN ISLANDS  
FLYING SEASON: MAR 15 – DEC 31, 2013  
TOTAL COUNTIES: 79  
TOTAL NRI SITES: 451  
MEAN GROUND ELEVATION RANGE:  
0' TO 3114'

**PUERTO RICO & US VIRGIN ISLANDS TOTALS: 451 NRI Sites**

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STATE: ALASKA  
FLYING SEASON: JUN 1 – AUG 31, 2013  
TOTAL COUNTIES: 2  
TOTAL NRI SITES: 0  
TOTAL SLI EXPOSURES: 6  
MEAN GROUND ELEVATION RANGE:  
279' TO 686'

**ALASKA TOTALS: 6 SLI Exposures**

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