

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

BLOCK 14 (Continued)

Page	Section	Para	Change Description
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5	B	4.5	Updated telephone number.
9	C	4.2(b)	Remove requirement for reporting acquisition in the vicinity of "VIP" type airspace. Add reference to 18 USC Section 795 and the requirement to report any delays due to statute.
10	C	5.1	Clarified the snow requirement.
27	G	1	Updated telephone and fax numbers.
29	G	8	Updated Small Business Subcontracting Plan reporting threshold and updated the small business size for NAICS code 541922.
31	H	5	Updated reference to the new Wage Determination.
31	H	6	Updated the small business size for NAICS code 541922.
31A	H	7	Insert new clause "Permits and Responsibilities."
32	I	1	Updated the monetary wage sample to reflect the new Wage Determination.
58-60	Exhibit	7	Updated the Wage Determination.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 AERIAL PHOTOGRAPHY AND DIGITAL IMAGERY SERVICES

This is a performance-based procurement for nationwide orthophotography designed to promote economy and efficiency of image acquisition and processing by providing offerors flexibility in the equipment used, procedures employed, selection of areas of interest, and quantity of project item areas proposed. Requirements for this contract are to furnish aerial photography and direct digital imagery services and all related services and supplies in accordance with the requirements, specifications, terms, conditions, clauses, and provisions specified herein. This is a single year indefinite-delivery, indefinite-quantity (IDIQ) contract with four option years, effective for the contract performance periods stated in the schedule. The project item areas, quantities, and other parameters will be listed in the individual task order. In the event of conflict between the requirements listed herein and the awarded task order, the contents of this contract shall take precedence.

1.1 Intended use of Products

National Agriculture Imagery Program (NAIP) imagery is available for distribution within 60 days of the end of flying season and is intended to provide current information of agricultural conditions in support of **U.S. Department of Agriculture (USDA)** farm programs. For USDA Farm Service Agency, the 1 meter GSD product provides an ortho image base for Common Land Unit boundaries and other data sets. The 1 meter NAIP imagery is generally acquired in projects covering full states in cooperation with state government and other federal agencies, who use the imagery for a variety of purposes, including land use planning and natural resource assessment. With an annual cycle, NAIP also is used for disaster response, often providing the most current pre-event imagery. While suitable for a variety of uses as well, the 2 meter GSD NAIP imagery is primarily intended to assess crop condition and compliance to USDA farm program conditions. The 2 meter imagery is generally acquired only for agricultural areas of state projects.

1.2 Importance of Timely Image Acquisition and Product Delivery

The principal objective of this contract is to provide timely imagery to USDA Service Centers acquired during peak agriculture growing season(s). Imagery not acquired during the Government identified acquisition period or data products not delivered within the requirements specified herein will significantly impact the Government's ability to complete its mission. Materials not meeting the minimum schedule requirements will be subject to price reduction based on the diminished usability of the product. Due to the time constraints of this procurement, the Government reserves the right to impose price reductions without allowing the Contractor a chance to reacquire or reprocess the imagery.

1.3 Importance of Image Quality

Any imagery submitted to the Government that does not meet the minimum quality requirements may impact the Government’s ability to properly use the imagery for its intended purpose and may be subject to a price reduction based on the diminished usability of the product.

1.4 Optional Award Item

Optional award items for alternate methods of acquiring or delivering imagery may be submitted and will be reviewed by the Government.

B-2 MINIMUM PROJECT REQUIREMENTS

2.1 General Requirements

(a) The following contract deliverables shall be prepared and submitted by the Contractor in accordance with the requirements identified in the task order:

- (1) Compressed County Mosaics
- (2) Quarter Quadrangle Image Tiles
- (3) Accuracy and Quality Control Reports (1-meter only)
- (4) Original Aerial Film (aerial photography only)
- (5) Progress Reports
- (6) Project Data Files (some are for **film-based** photography only)
- (7) Other metadata requirements

(b) All contract materials shall be prepared in accordance with specifications and work statement (Section C), packaging and marking (Section D), inspection and acceptance (Section E), and delivery schedule (Section F) requirements.

(c) A product warranty shall be provided on all deliverables in accordance with Section I-8, Warranty of Supplies of a Noncomplex Nature.

2.2 Project Flight Planning

The contractor is responsible for all necessary flight planning, including, but not limited to determination of photographic scale, exposure stations, altitudes, and flight directions, required to acquire the imagery. See section C-5.2, Flight Planning.

2.3 Imagery Acquisition

(a) Film-based Acquisition. Film-based acquisitions require the Contractor to comply with the technical requirements and specifications of this contract, and Attachment A:

NAIP Specification for Film Based Acquisition which defines the essential elements in securing high quality aerial photography and scanned imagery.

- (b) Digital Camera/Sensor Acquisition. Digital sensor acquisitions require the Contractor to comply with the technical requirements and specifications of this contract, and Attachment B: Specification for Digital Camera Based Acquisition which defines the essential elements in securing high quality direct digital imagery. The digital sensor system shall be a tested, stable, geometrically calibrated system with appropriate documentation, suitable for use in precision photogrammetric orthoimagery applications.

2.4 Priorities for Project Item Areas

The Contracting Officer may direct, by written order, certain project item areas or regions within those areas listed under a Contract Award Item to be acquired in a priority order, weather and ground conditions permitting. All reasonable effort will be directed toward providing a schedule of operations favorable to both the Government and Contractor.

B-3 GOVERNMENT-FURNISHED PROPERTY

Pursuant to the Government-Furnished Property (GFP) clause (see Section I-9) the Government shall only furnish items of property listed below or identified in the individual task orders.

3.1 Metadata Template

The Contractor will be furnished upon award two (2) data text files (.txt) containing Federal Geographic Data Committee (FGDC) compliant metadata templates to be used when creating the Compressed County Mosaic (CCM) and CCM shapefile metadata as required in Section C-6.3(d).

3.2 Reserved

B-4 TASK ORDERS

4.1 Task Order Quantities

Awarded quantities shall be made by issuance of authorized task orders in accordance with specified ordering procedures. The quantities of services and supplies specified in the task order Request for Proposals (RFPs) are estimates only. See Section I-2, Ordering, and Section L-3, Task Order Procedures.

4.2 Minimum Task Order Award

The guaranteed minimum amount for the NAIP contract shall be a total of \$2,500.00, as met through the issuance of one or more task orders within the contract performance period as stated in Section B-4.3 below. See Section I-5, Order Limitations.

4.3 Contract Performance Period

(a) The contract performance period for the Base Year (FY2007) for issuance of task orders is: **Date of Award through December 31, 2007.**

(b) The contract performance period for the option years are:

Option year 1	(FY2008)	January 1 through December 31, 2008
Option year 2	(FY2009)	January 1 through December 31, 2009
Option year 3	(FY2010)	January 1 through December 31, 2010
Option year 4	(FY2011)	January 1 through December 31, 2011

(c) The Government solely reserves the right to exercise the option to extend the term of the contract for option years 1 thru 4 based on the evaluation of contractors past performance on previous task orders awarded during the preceding contract performance period (See Section F-5.4, Option to Extend the Term of the Contract). The guaranteed minimum amount does not apply to option years that have not been exercised by the Government.

4.4 Delivery Order Authorization

Only authorized contracting officers from USDA-FSA-Aerial Photography Field Office have authority to issue task orders for the purchase of product and services under this contract. Oral orders are not authorized under this contract.

4.5 Task Order Ombudsman

The Director of USDA-FSA-Aerial Photography Field Office shall serve as the Task Order Ombudsman 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.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF CONTRACT

The general scope of the contract is to procure precise current year digital orthoimagery. The orthoimagery will be used in the administration of FSA Compliance Programs and to update the USDA GIS Orthoimagery Base program. Other multi-agency program uses include, but are not limited to agriculture land use analysis, natural resource inventory, and extraction of data by means of photogrammetric measurements.

1.1 Introduction

The Contractor is responsible for furnishing **film-based** photography and/or direct digital imagery services and related services and supplies in accordance with requirements, specifications, terms and conditions specified herein.

(a) Technical Requirements and Specifications

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

(b) Delivery and Performance

The delivery and performance requirements of this contract are described in Section F, Deliveries or Performance. All contract materials shall be shipped within the time limits and to the place of delivery specified herein. Performance of the contract shall be authorized and monitored by the Contracting Officer and/or the Contracting Officer's Representative.

(c) Quality Control

Quality control shall be exercised by the Contractor continuously throughout the performance of the contract, see Section C-8, Quality Control.

1.2 Location of Work

The project item area(s), quantities, and acquisition periods will be identified in the individual task orders. The Contractor's place of performance where work will be performed on this contract shall be indicated in ORCA Certification.

1.3 Project Management and Flight Planning

The Contractor is required to provide the necessary project management, coordination, and supervision to conduct project planning, flight planning and acquisition, image processing, product delivery, and related technical and progress reports as required in the contract (see Section C-7, Project Management).

1.4 Labor and Materials

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

C-2 APPLICABLE DOCUMENTS

2.1 Attachments

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

- (a) National Agriculture Imagery Program (NAIP) Specification for Film Based Acquisition, dated **February 15, 2008** (Attachment A)
- (b) National Agriculture Imagery Program (NAIP) Specification for Digital Camera Based Acquisition, dated **February 15, 2008** (Attachment B)
- (c) Digital Orthoimagery Quarter-Quadrangle (DOQQ) Description and Specification, dated **February 15, 2008** (Attachment C)

2.2 References

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

- (a) Federal Geographic Data Committee (FGDC) Specification, FGDC-STD-001-1998 ("Content Standard for Digital Geospatial Metadata")
- (b) Code of Federal Regulation (CFR) Title 14 ("Federal Aviation Regulations")
- (c) GeoTIFF Revision 1.0 Specification, dated December 28, 2000 (Version 1.8.2)
- (d) TIFF Specification Revision 6 dated June 3, 1992 (Adobe Systems Inc.)

C-3 GENERAL REQUIREMENTS

The Contractor shall furnish all materials, equipment, transportation, superintendence, and labor required to plan, acquire, manage, process, and orthorectify aerial photographs and digital imagery for the project item areas and requirements specified in the individual task orders.

C-4 EQUIPMENT REQUIREMENTS

Any equipment (aircraft and cameras/sensors, in addition to those submitted at the time of task order offer) proposed to be used by the Contractor must be approved for use by the Contracting Officer. If the aircraft and camera/sensor proposed for use are not owned by the Contractor, a written statement of availability from the owner of the equipment shall be furnished to the Contracting Officer (see individual task order requirements).

4.1 Precision Aerial Mapping Camera/Digital Sensor

Tested and calibrated precision aerial cameras and digital sensors for acquiring aerial photographs/imagery are required and must meet contract specifications (see Attachments A and B). Camera systems must be compatible with precision stereoscopic mapping instruments and with analytical mensuration procedures used in photogrammetric surveys and in preparing accurate orthoimagery.

(a) Camera/Sensor Evaluation

Proposed film camera systems will be evaluated to determine if they meet the contract specifications, based on a current USGS camera calibration test report. Proposed digital sensor systems will be evaluated to determine if they meet the contract specifications, based on current technical descriptions and samples. The Contracting Officer shall have the right to require the removal of a camera/sensor from use when deficiencies in imagery attributable to the camera are found to exist. Any camera/sensor removed from use by the Contracting Officer shall not be returned to use on any APFO contract until the cause of the malfunction is corrected to the satisfaction of the Contracting Officer. That determination will be based on acceptable samples, calibration reports, and/or an additional test by the Optical Science Laboratory of the USGS, if directed by the Contracting Officer.

(b) Camera/Sensor Operation

The camera/sensor and its mount shall be checked for proper installation prior to each mission. In conformance with conventional photogrammetric practice, it is the preference of the Government that the Contractor use camera/sensor configurations, that when in use, advance film/imagery parallel to the line of flight.

(c) Camera Accessories

Automatic Exposure Control. An automatic exposure control device is permitted, but a manual override capability is required for some types of terrain to achieve proper exposure.

Camera Mount. The camera mount shall be regularly serviced and maintained and shall be insulated against aircraft vibration.

Camera Port Glass. Aircraft camera port glass shall be preferably 50mm thick but not less than 32mm thick. The surface finish shall be 80/50 or better. Glass material shall be polished crown, group category M, Mil Specs Mil-W-1366F (ASG), dated October 1975, C-1 optical quality or better.

4.2 Aircraft Requirements

(a) FAA Certification

All aircraft used in the performance of this contract shall be maintained and operated in accordance with all regulations required by the U.S. Department of Transportation, Federal Aviation Administration (FAA). Aircraft operated in the acquisition of film-based photography or digital imagery under this contract shall be FAA certified to a service ceiling with operating load (crew, camera, film, oxygen, and other required equipment) of not less than the highest altitude required.

(b) Positive Control Airspace

The project item areas may contain areas of controlled or restricted airspace. It is the responsibility of the Contractor to obtain all approvals necessary to assure that required clearances are achieved. When the flight plan and location of any project area coverage fall within positive-control airspace, the aircraft must contain the appropriate equipment to operate in such positive-control areas within the purview of the Federal Aviation Regulations. **In addition, 18 USC Section 795 requires permission of the commanding officer to photograph or map some military and naval installations. If any delay to the acquisition or production schedule is caused due to 18 USC Section 795 or similar statutes, the Contractor is required to notify the Contracting Officer in writing within 72 hours and shall include detail information regarding the issue, point of contact at the installation, and estimated delay.** (See Section H-1, Permits and Clearances.)

(c) Aircraft Configuration

The design of the aircraft shall be such that when the camera is mounted with all its parts within the outer structure, an unobstructed field of view is obtained. The field of view shall be shielded from the exhaust gases, oil, effluence, and air turbulence. The camera port glass shall be free of scratches and of such quality that it will not degrade the resolution or the accuracy of the camera and shall conform to Section C-4.1(c), Camera Port Glass.

C-5 IMAGERY ACQUISITION REQUIREMENTS

5.1 Photographic Conditions

Imagery shall be acquired when skies are clear, free from smoke or excessive haze, and well-defined images can be resolved. DOQQ image tiles greater than ten percent (10%) cloud cover or cloud shadows will not be acceptable. The ground shall be free from **snow below timberline**, standing water (other than natural or man-made ponds and lakes), flood waters from streams which have overflowed their banks, and wet ground which obscures field, soil or crop lines. The Contractor shall minimize specular reflections, especially in agriculture areas, by patching the area using imagery from other frames.

5.2 Flight Planning

The Contractor shall provide flight line planning necessary to acquire precision, high quality imagery for the production of digital quarter quadrangle centered orthoimagery, which shall include at a minimum, exposure stations, flight altitude determinations, and overlap stereoscopic coverage.

5.3 Flight Requirements

The Contractor shall obtain precise vertical aerial photography in accordance with the following technical requirements:

- (a) Acquisition Periods. The Contractor shall acquire imagery only during that portion of the day when the sun angle exceeds the minimum thirty degrees (30°). The Contractor shall limit operations to the dates specified in the individual task order or as otherwise provided in writing by the Contracting Officer as stated under Section F-5, Performance of the Work.
- (b) Tilt. It is desired that exposures be made when the optical axis of the camera/sensor is in a vertical position. The Contractor shall not acquire imagery when the tilt (departure from the vertical) of any exposure exceeds four degrees (4°) or relative tilt between any two successive exposures which exceed six degrees (6°). Tilt shall not average more than two degrees (2°) in any 16 km (10 mile) section of a flight line and shall not average more than one degree (1°) for the entire project.

C-6 DIGITAL IMAGERY PROCESSING

6.1 Digital Orthoimagery

The Contractor is required to provide color and/or color near-infrared digital ortho-rectified imagery at the GSD resolution requirement specified in the individual task order.

6.2 Quarter Quadrangle Image Tiles

Contractor shall provide rectification services to produce digital orthophoto imagery in accordance with Attachment C at the resolution requested in the individual task order. The digital image shall cover the entire image area of one USGS standard quarter quadrangle (QQ), with a 300 meter buffer on all four sides of the QQ and shall be projected in the NAD83 Datum, using corresponding native UTM zone.

- (a) Image Quality. All tiles shall meet the image quality requirements specified in Attachment C. The Government’s preference is not to have the tiles “radiometrically balanced” with other neighboring tiles. Unless otherwise allowed by the **Contracting Officer**, radiometric requirements listed in Attachment C shall have priority over matching a Government-furnished sample. The tile shall not contain any borders, artifacts, or other non-image items.
- (b) Horizontal Accuracy. Unless otherwise specified in the individual task order, the tiles shall meet the horizontal accuracy requirements listed in Attachment C.
- (c) File Format. Unless otherwise specified in the individual task order, the Digital Ortho Quarter Quadrangles (DOQQ) tiles shall be an uncompressed, georeferenced tagged image file format (GeoTIFF).
- (d) Digital Elevation Model (DEM). The Contractor shall **use** the most current/recent version of USGS National Elevation Database (NED) for terrain-correcting the imagery. The NED dataset used by the Contractor during tile production shall be current as of the date of task award. The Government’s preference is the use of the highest resolution NED dataset available when producing NAIP imagery. **If the NED does not contain elevation data for the project area, such as in areas in Mexico or Canada, the Contractor shall use the best available DEM and shall document the source in the imagery metadata.**
- (e) Image Source. The Contractor may use imagery from multiple exposures, i.e., using the “sweet spot” from both odd and even stations during film acquisition, when creating the tile images. Using “chips” (imagery pieces from other frames) to correct defects is also permitted. All exposures shall be from the same type of sensor and must be from **the** same acquisition season. When multiple exposures are used in creating a tile, the acquisition date with the largest area shall be used when reporting dates in a single date field, such as metadata or attribute data. An average or mean date shall not be used.
- (f) Preproduction Sample. For each project item area, the Contractor shall submit a single radiometrically corrected image within 21 days of the first image acquisition for Government review. The sample shall be a TIFF (**GeoTIFF preferred**), and submitted on a standard CD or DVD (labeling requirements in Section E are not required). The Government will evaluate and provide **an** approval or disapproval letter with comments no later than 3 business days, with a goal of 24 hours. Additional project item area samples may be submitted for review if approved by the Contracting Officer Representative (COR).

6.3 Compressed County Mosaics

The Contractor shall produce compressed county mosaic (CCM) files using the imagery associated with the tiles created in Section C-6.2, Quarter Quadrangle Image Tiles. For counties that are split by UTM zone lines, the county shall be re-projected to the UTM zone listed in the individual task order.

- (a) Image Quality. The Contractor shall tone balance the composite DOQQs to give the CCM a consistent and uniform image quality appearance that eliminates a checkerboard effect. The resulting CCM should maintain as much of the original color and appearance of the color corrected tiles as practical.
- (b) Horizontal Accuracy. The accuracy requirements from C-6.2(b) shall be preserved when creating the CCM using the imagery associated with the quarter quadrangle tiles
- (c) File Format. The CCMs shall be compressed using the compression format specified in the individual task order.
- (d) Metadata and Related Information.
 - (1) The Contractor shall create a Federal Geographic Data Committee (FGDC) compliant, per the FGDC-STD-001-1998 specification, metadata file using the Government provided template for each CCM generated. The metadata must parse cleanly through the USGS metadata parser “mp” version 2.8.10 (or later version) without any errors.
 - (2) Shapefile. The Contractor shall provide a county-based CCM polygon shapefile index in accordance with the individual task order.

6.4 Regional Settings

All digital files, including imagery and metadata, shall be created using standard ANSI English-US setting. For example, periods (“.”) shall be used to separate the whole number from the fractional portion when recording decimal numbers, and data representing a long date shall be recorded as “Wednesday, August 17, 2005 5:09:38 PM.”

C-7 PROJECT MANAGEMENT

The Contractor shall establish and maintain a project management system with a designated project manager for this effort. Project management consists of those activities required to plan, manage, administer, and control efforts to accomplish the objective of the contract. The project manager will serve as the primary point of contact for the Contractor’s activity with the Government. The project manager’s name and contact information shall be identified, in writing, to the Contracting Officer within 20 days of contract award.

7.1 Progress Reports

A Progress Report is required for each day progress is made in acquiring project photography. Reports shall be transmitted by e-mail following each day of progress. E-mail address will be provided at contract award. See Section F-5.2 for instructions and Section J, Exhibit 3, Progress Report for syntax and example.

7.2 Subcontract Management

If the Contractor uses subcontractors in the performance of the contract, a plan and procedure will be established to manage its subcontractors. Contractor should give prior notification of any subcontracts in accordance with G-4, Subcontracts. The Contractor is encouraged to maximize its use of partnerships and subcontractors to accomplish the requirements of this contract. However, the Contractor is solely responsible for the performance and cost control of its partnerships and subcontractors.

7.3 Project Data Files

(a) Production Process Description. The Contractor shall create **detailed** descriptions of the digital image processing system **from the initial planning phase through delivery** which shall include a narrative explanation of the process steps taken to produce the imagery in accordance with Section F-1.6(a) and the FGDC specification, paragraph 2.5.2.1, Process Description. Separate descriptions are required for the quarter quadrangle image tiles and CCM. **The CCM Production Process File should be identical to the process description in the FGDC compliant metadata delivered under Paragraph 6.3(d), Metadata and Related Information. The content of the descriptions shall include, at the minimum, the following topics:**

- **Camera/Sensor Type (e.g. ADS40 SH52)**
- **Film or Digital Acquisition**
- **Camera/Sensor Calibration Detail**
- **Camera Footprint Description**
- **Raw Capture Pixel Resolution and Bit-depth**
- **Final Pixel Resolution of Product**
- **Total Bands of Data Acquired**
- **Aircraft Type**
- **Aircraft Average Flying/Acquisition Height (AGL)**
- **Use of Ground Control and/or GPS/IMU and Associated Internal Validation or Inspection Processes**
- **DEM Used and Detail (e.g. date DEM obtained from NED, resolution, did it require repair, etc.)**
- **Film Scanner Type (If applicable)**
- **Film Scanning Resolution (If applicable)**
- **Flight Planning Detail**
- **Software/Hardware Used During Phases of Acquisition and Production**
- **Quality Control Detail - Tests for Accuracy (Spatial, Spectral, etc.)**

- (b) Project Data Files. The Contractor shall create a project description file in accordance with Section F-1.6(b) of this contract and at a minimum include the following data:

Description:

Project Item Area (name as it appears in the task order)
Contract Award Number (to be assigned upon award, USDA-NAIP-3-07-1)
State (2-letter USPS state abbreviation - MO, KS, etc.)
Nominal Photo Scale
Nominal Lens Focal Length
Film Type (CP, CIRP, DIGITAL)
Number of Film Rolls (as applicable)
Coordinate System Datum
Date Photo-Center Data File was created (YYYYMMDD)
Scanner Manufacturer and Model Number: "Free text with quotations" (50 characters max)
Ortho Rectification System used to produce images: "Free text with quotations" (50 characters max)

Example:

Missouri,USDA-NAIP-3-07-1,MO,1:40,000,153mm,CP,35,NAD83,
20040801,"LHS XXXXX Photogrammetric Scanner", "production
hardware & software description"

- (c) Photo-Center Data File. The Contractor shall create a photo-center data file for delivery under this contract in accordance with Attachment A, paragraph 6.1 (film-based acquisition only) or Attachment B, paragraph 5.1 (digital capture acquisition only).
- (d) Scan Data File. The Contractor shall create a scan data file (film-based acquisition only) listing all scanned images in accordance with Attachment A, paragraph 6.2

C-8 QUALITY CONTROL

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

8.1 Accuracy and Quality Control Report

The Contractor shall provide RMSE accuracy reports and quality control reports generated during the AT or orthorectification processes for all 1-meter quarter quadrangle image tiles in accordance with Section F-1.3.

PART I - THE SCHEDULE

SECTION D - PACKAGING AND MARKING

D-1 PREPARATION OF MATERIALS FOR SHIPMENT

1.1 Film, Film Cans, and Labels

All film shall be thoroughly cleaned and placed on spools of the specified size stated in Attachment A, Specification for NAIP Film Based Acquisition, with the emulsion facing the core of the spool. The use of any adhesive tape product, such as masking tape, which leaves residual adhesive on the film, is prohibited. All aerial film rolls shall be shipped in sturdy cylindrical plastic cans. Film can labels will be furnished by the APFO. The Contractor is required to prepare a label to be fastened to the outside of each can in accordance with the example in Attachment A.

1.2 Digital Files

All digital imagery and text files shall be labeled and shipped in packaging designed for their protection. The individual task order will specify which digital storage format the files shall be delivered on.

- (a) Compact Disks. All compact disks (CDs) shall be delivered on archival media, 700 Megabytes (80-minute) per disk CD-R, hybrid ISO 9660 Mode 1 format using level 2 interchange with Rockridge and Joliet extensions. The format of the CD will allow long file names up to 64 characters in length, and be readable by both Windows and UNIX systems where the file names will appear the same on both systems. The Contractor must insure that each and every copy session has been properly closed. No multi-session enabled CDs will be accepted. The CD media shall have a label attached identifying the digital contents of the CD in accordance with Section J, Exhibit 2, Figures 1 and 2 (thermal printed CDs are acceptable). In addition to the packaging requirements in D-2, the **first CD media item delivered** shall be packaged in standard single CD jewel cases (5-5/8" x 4-15/16" x 3/8") with a clear front cover. The CD label shall be readable without opening the case or removing the CD from the case. **All additional quantities shall be submitted in "slim" sized jewel case. Other non-standard jewel case sizes will not be accepted.**

- (b) Digital Versatile Disk. All digital versatile disks (DVDs) shall be delivered on archival media, single-sided, 4.7 Gigabyte (120-minutes) DVD-R discs. Other DVD formats, such as DVD-R(A), DVD-RW, DVD+R, or DVD+RW, will not be accepted. DVDs shall meet all other requirements, except for the media type, as specified for CDs (see paragraph above).

Mosaic files too large to fit on a single DVD shall be divided along lines of longitude or latitude through the entire length and or width of the county, with no deviations. Overlapping imagery of one DOQQ shall be provided along both sides of the division.

- (c) **External Hard Drives.** External hard drives are not allowed on this contract.
- (d) **Internal SATA Hard Drives.** All hard disk drives (HDDs) used to deliver imagery shall be internal Serial Advanced Technology Attachment (SATA) 3½ inch, 3.0 Gbit/s transfer-rate hard drives, with a minimum rotation speed of 7,200 rpm. The SATA drives shall be formatted using Microsoft’s NTFS file system. Each drive will be enclosed in a static bag and shall have a label attached directly to the outer surface of the static bag identifying the project contained on the drive in accordance with Section J, Exhibit 3, Hard Drive Label. Labels shall NOT be placed directly on the internal hard drive. The drives shall become property of the Government and will not be returned to the Contractor.
- (e) **Digital Linear Tape.** All digital linear tapes (DLT) shall be delivered on Super DLT 1 cartridges using the Quantum SDLT 320 Tape Drive set at native capacity (160 gigabytes). Other tape systems or formats, including hardware compression, will not be accepted. Tape media shall be written using GNU tar utility version 1.13 set at fixed block of 512 bytes and a blocking factor of 128, thus creating a physical record size of 65,536 bytes. No other fixed block size or blocking factor shall be accepted. The tape media and case shall be labeled in accordance with Section J, Exhibit 2, Figure 3. In addition to the packaging requirements in D-2, all tapes shall be packaged in their appropriate case. All tape media shall become property of the Government and will not be returned to the Contractor.
- (f) **Linear Tape-Open.** All linear tape-open (LTO) tapes shall be delivered on LTO-3 Ultrium or LTO-4 Ultrium tape cartridges and must be readable by IBM LTO tape drives set at native capacity (LTO-3 400 gigabytes, LTO-4 800 gigabytes). Other tape systems or formats, including hardware compression, will not be accepted. Tape media shall be written using the GNU tar utility set at a fixed block of 512 bytes and a blocking factor of 128, thus creating a physical record size of 65,536 bytes. No other fixed block size or blocking factor will be accepted. The tape media and case shall be labeled in accordance with Section J, Exhibit 2, Figure 3. In addition to the packaging requirements in D-2, all tapes shall be packaged in their appropriate case. All tape media shall become property of the Government and will not be returned to the Contractor.

D-2 PACKAGING FOR SHIPMENT

All material shall be packed for shipment in such a manner that insures acceptance by common carrier and safe delivery at the destination. Containers and closures shall comply with the

Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation. Damaged materials shall be replaced by the Contractor at no cost to the Government.

A packing slip shall accompany each shipment, itemizing all materials included in the shipment.

D-3 SHIPPING RECEIPTS

Receipts from common carriers for shipment of materials shall be retained by the Contractor and made available to the Contracting Officer upon request.

D-4 SHIPPING CONTAINER MARKINGS

All shipping containers shall be clearly marked with the delivery address. See Section F-2.

PART I -THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE (FEB 1988)(AGAR 452.246-70)

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

Inspection and acceptance will be performed at:

Aerial Photography Field Office
2222 West 2300 South
Salt Lake City, Utah 84119-2020

E-2 INSPECTION PROCEDURE

All materials specified in Section F-1, Materials to be Delivered will be inspected to determine conformance to all contract requirements and specifications. Inspection of the Compressed County Mosaics will be performed utilizing an expedited method of checking general compliance to specifications. Inspection of the Quarter Quadrangle Image Tiles will be performed utilizing a comprehensive method of quality assurance inspection procedures, which includes a random sampling technique to test for compliance to the horizontal accuracy requirement in the imagery delivered. See Section C-6.2(b) and C-6.3(b) for the accuracy standard requirements. (Refer to FAR 52.246-2, Inspection of Supplies-Fixed Price and FAR 52.246-4, Inspection of Services-Fixed Price.)

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

- (a) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
- (b) Reduce the contract price to reflect the reduced value of services performed.

E-3 INSPECTION SCHEDULE

The Government will make every effort to inspect the Compressed County Mosaic material within 30 calendar days after they are received at the point designated. Should the inspection

procedure be delayed longer than 30 days, the Contractor will be notified of the reason(s) for delay and given the estimated completion date. Contract materials will be inspected in the order of their receipt, unless otherwise prioritized by the Government.

The Government will make every effort to inspect the Quarter Quadrangle Image Tiles and related data material within 12 months after they are received at the point designated. Should the inspection procedure be delayed longer than 12 months, the Contractor will be notified of the reason(s) for delay and given the estimated completion date. Contract materials will be inspected in the order of their receipt, unless otherwise prioritized by the Government.

The Contractor will be notified in writing whether the materials are satisfactory and what materials, if any, shall be remade because of non-conformance with contract requirements.

E-4 PRELIMINARY INSPECTION

USDA will perform a comprehensive inspection of all contract materials submitted to determine compliance to contract requirements. A preliminary inspection of the Compressed County Mosaic digital imagery submitted will be prioritized to expedite delivery to users. Based on this preliminary inspection, a contract status report will be generated recording all acceptable county imagery as well as rejectable imagery and the deficiencies discovered. Final acceptance will be determined from the combined inspection results covering all contract materials submitted.

E-5 PARTIAL COVERAGE

If the Contractor obtains only partial coverage for any project item area and/or county during the season, then all partial imagery shall be processed and delivered according to the requirements specified for completed imagery. The requirement for processing partial coverage may be waived only by the Contracting Officer.

E-6 ACCEPTANCE

Final acceptance will be made after inspection by the Government of all required materials delivered at the specified destination. Delivery dates for individual products by project item areas are specified in Section F-3. The acceptance date will be the date of the letter by the Government to the Contractor stating all materials are acceptable and an invoice may be submitted.

Partial acceptance on any fully completed project due to rejection of deficient or non-compliant material will be made based on both preliminary inspection results of the digital imagery and the final inspection results of all remaining materials. A partial acceptance will result in a price reduction based on the final determination of material compliance to contract requirements and specifications.

Partial acceptance on any uncompleted area will be made only after the photographic season has ended and all materials required for the partial area have been delivered, inspected, and accepted by the Government. The acceptance date will be the date of the letter by the Government to the Contractor identifying the amount of partial acceptance and the amount to invoice.

E-7 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address: www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

- 52.246-02 Inspection of Supplies - Fixed Price (AUG 1996)
- 52.246-04 Inspection of Services - Fixed Price (AUG 1996)
- 52.246-16 Responsibility for Supplies (APR 1984)

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F-1 MATERIALS TO BE DELIVERED

For the Project Item Area(s) identified in Section B of the individual task orders, the Contractor shall delivered the items listed below. The Contractor shall maintain a copy of the digital data until APFO acknowledges receipt. **The Government strongly encourages the Contractor to submit any/all data when it becomes available and not wait for a “complete set” prior to submitting.** This incremental approach will allow the Government to inspect the data more efficiently and provide a more timely acceptance/rejection turnaround to the Contractor.

1.1 COMPRESSED COUNTY MOSAICS

Item	Requirement
Format	See task order
Media	See task order
Naming Convention	See Section J, Exhibit 1 (i.e. ortho_1-1_1n_s_mo137_2004_1.sid)
Quantity	Two (2), unless otherwise stated in the task order
Date of First Submittal	No later than thirty (30) calendar days after acquisition period. Early and/or incremental delivery is highly encouraged to ease USDA program time constraints.
Submittal Frequency	Once (a second submittal is required if a flying season extension is granted) (See Para 5.3 below)
Government Approval Required	Yes (see Section E)
Required Metadata	Yes (see Section C-6.3)

1.2 QUARTER QUADRANGLE IMAGE TILES

Item	Requirement
Format	GeoTIFF, unless specified in the task order
Media	See task order
Naming Convention	See Section J, Exhibit 1 (i.e. “c_3509320_ne_15_1_20040721.tif”)
Quantity	One (1)
Date of First Submittal	No later than 30 calendar days after acquisition period
Submittal Frequency	Once
Government Approval Required	Yes (see Section E)
Required Metadata	No but a Table of Content is required (see Section 6.2)

1.3 RMSE ACCURACY AND QUALITY CONTROL REPORTS (1 METER ONLY)

Item	Requirement
Format	Contractor format (ASCII preferred)
Media	CD-ROM (see Section D-1. 2(a))
Naming Convention	None
Quantity	One (1)
Date of First Submittal	Delivered with Production Process (see Section F-1.6(a))
Submittal Frequency	Once
Government Approval Required	No
Required Metadata	None

1.4 ORIGINAL AERIAL FILM (FILM-BASED ACQUISITION ONLY)

Item	Requirement
Format	None
Media	Photographic film (see Attachment A)
Quantity	One (1) set
Date of First Submittal	No later than 30 calendar days after acquisition period
Submittal Frequency	Once
Government Approval Required	Yes (see Section E)
Required Metadata	None

1.5 PROGRESS REPORTS

Item	Requirement
Format	See Exhibit 3
Media	Electronic mail
Quantity	One per day per crew
Date of First Submittal	Daily (as required in accordance with Section C- 7.1)
Submittal Frequency	Daily (only required for days that aerial acquisition was accomplished)
Government Approval Required	No
Required Metadata	None

1.6 PROJECT DATA FILES

(a) PRODUCTION PROCESS DESCRIPTION

Item	Requirement
Format	ASCII text file
Media	CD-ROM (see Section D-1.2(a))
Naming Convention	See Section J, Exhibit 1
Quantity	One (1) for DOQQ and one (1) for CCM per project item area
Date of First Submittal	No later than 30 calendar days after acquisition period
Submittal Frequency	Once
Government Approval Required	No
Required Metadata	None

(b) PROJECT DATA FILE DESCRIPTION

Item	Requirement
Format	ASCII comma delimited text file
Media	CD-ROM (see Section D-1.2(a))
Naming Convention	See Section J, Exhibit 1
Quantity	One (1) per project item area
Date of First Submittal	Delivered with Production Process (see Section F-1.6(a))
Submittal Frequency	Once
Government Approval Required	No
Required Metadata	None

(c) PHOTO-CENTER DATA FILE DESCRIPTION

Item	Requirement
Format	ASCII comma delimited text file
Media	CD-ROM (see Section D-1. 2(a))
Naming Convention	See Section J, Exhibit 1
Quantity	One (1) per project item area
Date of First Submittal	Delivered with Production Process (see Section F-1.6(a))
Submittal Frequency	Once
Government Approval Required	No
Required Metadata	None

(d) SCAN DATA FILE DESCRIPTION (FILM-BASED ACQUISITION ONLY)

Item	Requirement
Format	ASCII comma delimited text file
Media	CD-ROM (see Section D-1. 2(a))
Naming Convention	See Section J, Exhibit 1
Quantity	One (1) per project item area
Date of First Submittal	Delivered with Production Process (see Section F-1.6(a))
Submittal Frequency	Once
Government Approval Required	No
Required Metadata	None

F-2 PLACE OF DELIVERY - FOB DESTINATION, WITHIN CONSIGNEE'S PREMISES

The materials to be furnished hereunder shall be delivered, all transportation charges paid by the Contractor, and in accordance with FAR Clause 52.247-35, F.o.b. Destination, Within Consignee's Premises, to:

USDA Aerial Photography Field Office
Attn: Contracting Officer
2222 West 2300 South
Salt Lake City, Utah 84119-2020

Offers submitted on a basis other than F.o.b. Destination within consignee's premises will be deemed unacceptable or rejected as non-responsive.

F-3 SCHEDULE FOR DELIVERY OF MATERIALS

All delivery materials required in this contract shall be shipped within the time limits specified below. Failure to ship within this period will be considered as failure by the Contractor to prosecute the work as to ensure completion and will render the contract subject to default. Date of shipment will be shown by postmark or carrier receipt.

3.1 Original Materials - Delivery Schedule

The compressed county files shall be shipped as soon as completed, no later than 30 calendar days after the acquisition period end date for each project area/state, prior to shipment of all remaining contract materials, to provide timely data to the user. The compressed county file must be received by the users as soon as available due to USDA program time constraints.

The required delivery schedule for all remaining contract materials required for a project item shall be shipped no later than **30** calendar days after the acquisition period has ended, or any season extension thereof.

It is recommended that materials be shipped when completed, since prompt delivery of materials will better assure timely inspection and avoidance of peak seasonal workload delivery.

3.2 Remake Materials - Delivery Schedule

Remake materials shall be shipped as soon as possible after correction is made, but no later than 30 days after receipt in the Contractor's facility of the materials or data required to make the corrections. Only materials as specifically requested by USDA to be remake shall be submitted for inspection. Signed delivery receipts will be required to verify date of receipt of such data or materials by the Contractor.

F-4 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall: furnish all materials, superintendence, labor, transportation, and equipment; execute and complete the imagery acquisition of the area(s) specified and deliver to the USDA the materials called for; execute all work expeditiously, to the satisfaction of the Contracting Officer or authorized Contracting Officer's Representative(s).

F-5 PERFORMANCE OF THE WORK

The Contracting Officer will authorize and direct the acquisition period to begin or end anytime within thirty (30) days before or after the approximate acquisition dates given in the individual task orders, depending upon the weather, ground, foliage, and sun angle conditions required for the project item or area. No imagery shall be undertaken before the Notice to Proceed is issued or after the final date of the acquisition period (or its extension) has occurred. Weather and ground conditions for all project locations will be monitored daily to determine Contractor compliance to performance requirements.

5.1 Notice To Proceed

The Notice to Proceed will be given by telephone and confirmed in writing by regular mail. Failure of the Contractor to proceed with flights on a project item area within 10 calendar days after a "Notice to Proceed" is given, may be considered as evidence of failure to prosecute the work so as to ensure its timely completion. As evidence of performance, Progress Reports shall be submitted.

5.2 Progress Reports

Progress Reports indicating the progress made in acquiring project aerial photography shall be prepared in accordance with instructions in Section J, Exhibit 3, Progress Reports. Reports shall be submitted only for days performance was accomplished.

Each progress report shall be sent by email transmission not later than the day following performance. In the event that day is a holiday or non-business day, the report shall be sent on the next business day. Separate reports are required from each photographic crew assigned to a project item. Such "next day" reporting shall start when the Contractor receives the Notice to Proceed, and continue until the item is completed or the photographic season and any extension ends.

If it is determined that a season extension or additional flying is required, or reflights are ordered by USDA, reports covering such performance periods shall be submitted.

5.3 Acquisition Period Extension

The Government reserves the right to extend the acquisition period of this contract beyond the approximate period indicated in the individual task orders. A lower minimum sun angle requirement may be necessary to allow the season extension.

If an acquisition period extension is granted, a "preliminary" compressed county mosaic (CCM) shall be delivered within the schedule specified in paragraph 3.1 above that incorporates all imagery acquired through the end of the original flying season. A final CCM submittal shall be delivered no later than 30 days after the end of the season extension for all imagery acquired in the project area item, including imagery from the original flying season.

The Government may extend the season of this contract, at no increase in price, by written notice to the Contractor at any time prior to the end of the acquisition period. (Refer to FAR 52.217-08 "Option to Extend Services".)

5.4 Option to Extend the Term of the Contract (MAR 2000) (FAR 52.217-09)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **90** days of the end of the base and any option period; provided that the Government give the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 10 months.

F-6 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

52.211-11 Liquidated Damages-Supplies, Services, or Research and Development
(SEP 2000)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACTING OFFICE

The Aerial Photography Field Office (APFO) of the United States Department of Agriculture (USDA), Farm Service Agency (FSA), is responsible for the solicitation, award, and administration of this contract.

Communications shall be directed to:

Contracting Officer, USDA - FSA
Aerial Photography Field Office
2222 West 2300 South
Salt Lake City, Utah 84119-2020
Telephone (801) **844-2910**
Facsimile (801) **956-3641**

Written correspondence shall reference the contract number and/or solicitation number plus project item number.

G-2 CONTRACTING OFFICER'S REPRESENTATIVE

Each awarded **task order** may have a Contracting Officer's Representative (COR) or a Contracting Officer's Technical Representative (COTR). Such designations will be made either at the time of award or by appointment letter.

G-3 CONTRACT INTERPRETATION

Technical assistance regarding interpretation of the specifications and/or terms of the contract will be provided by the Contracting Officer or the COR. Only the Contracting Officer has authority to award, modify, and terminate contracts. The Contractor is encouraged to visit the USDA-APFO facilities and discuss the contract and inspection procedures.

3.1 Discrepancies

Any discrepancy in the schedule or official flight data shall be immediately called to the attention of the Contracting Officer for decision. A discrepancy shall not be adjusted without approval of the Contracting Officer, except at the Contractor's own risk and expense.

G-4 SUBCONTRACTS

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required to determine acceptability and approval of the proposed subcontractor.

G-5 CHARGES TO CONTRACTOR

The USDA may, at its option, correct deficiencies found to exist in connection with materials submitted by the Contractor and deduct from the Contractor's vouchers the cost thereof to the Government. When the deficiencies to be corrected are such that the cost exceeds \$500.00 at current prices, such corrections will be made only with the prior approval of the Contractor, except in the event of termination for default.

G-6 INVOICES

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

- (a) Name and address of the Contractor
- (b) Invoice date.
- (c) Contract number, or other authorization for supplies delivered or services performed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (e) Shipping and payment terms.
- (f) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (g) Any other information or documentation required by the contract.
- (h) While not required, contractors are strongly encouraged to assign an identification number to each invoice.

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

G-7 PERFORMANCE-BASED PAYMENTS

The Contractor shall adhere to the following performance-based payment description and schedule. Reference Section I-7 Performance-Based Payments (FAR 52.232-32).

7.1 Performance-Based Payments

- (a) Proper invoices, see Section G-6, for authorized performance-based payments shall be submitted by a Project Item Area basis.

- (b) Upon the completion of either the imagery acquisitions or at the end of an established acquisition period (or any granted extension to the period), the Contractor may submit an invoice for a maximum of sixty percent (60%) of the total number of DOQQs acquired multiplied by the awarded unit price.
- (c) Upon final delivery of all required products for each Project Item Area, the Contractor may submit an invoice for a maximum of thirty percent (30%) of the total number of DOQQs acquired multiplied by the awarded unit price. The final delivery invoice will be based upon the delivery of all required products for the Project Item Area. Invoices based on acquisition period areas will not be considered.
- (d) No other performance-based payments shall be issued without the Contracting Officer's approval.

7.2 Performance Criterion

The Contractor's request for performance-based payment shall contain the following information and documentation for basis for payment, in addition to information and certification required in FAR Clause 52.232-32, Performance-Based Payments:

- (a) Documentation such as orders, invoices, or receipts, indicating the purchase of aerial film to be used on this project.
- (b) Documentation such as orders, invoices, or receipts, indicating the processing and developing of the aerial film to be used on this project.

7.3 Final Acceptance

Upon final acceptance by the Government of a Project Line Item, a proper invoice may be submitted to the Contracting officer.

G-8 SMALL BUSINESS SUBCONTRACTING PLAN

Pursuant to FAR Clause 52.219-09, Small Business Subcontracting Plan (see I-9 Clauses Incorporated by Reference), large business concerns proposing contract awards exceeding **\$550,000** 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. A large business concern is defined as a business with average annual revenues of over **\$7** million under the NAICS Code 541922 for aerial photography services. Small business concerns are not required to submit small business subcontracting plans. The subcontracting plan shall be included and made a part of any 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. Subcontracting plan data shall subsequently be entered into the Small Business Administration's new Electronic Subcontracting Reporting System (eSRS) upon award.

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 PERMITS AND CLEARANCES

It shall be the responsibility of the Contractor to determine and secure all necessary permits and clearances for controlled or restricted airspace areas.

The Contractor shall contact the Federal Aviation Administration (FAA) watch supervisor in charge of the Air Traffic Control (ATC) facility to gain approval to operate within controlled airspace. It is suggested that pre-flight coordination be completed at least one week in advance. The FAA suggests that on the day of the flight the photo mission pilot contact the ATC facility and:

- (a) Confirm previous arrangements,
- (b) State that "this is a photo survey mission" via air/ground communications, and subsequently inform the controller when the flight line is commenced.

Military Operation Areas (MOA) will be identified in advance, and if necessary a contact for airspace clearance established. The Contractor is responsible for obtaining flight approvals and security clearances if required by the U.S. Department of Defense. Photographic and digital materials of classified areas shall be stored, handled, and shipped in accordance with existing security regulations. In the event of difficulty, the Contracting Officer shall be contacted for guidance and/or assistance.

The Contractor, and any flying subcontractors, shall contact the Contractor Officer for instructions prior to requesting clearance in the vicinity of "VIP" type airspace with Temporary Flight Restrictions (TFR). The notification to the Contracting Officer should include information such as aircraft tail number, requested clearance (i.e, time and flying location), and contact information.

H-2 AIRCRAFT REGULATIONS AND CERTIFICATIONS

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

H-3 OWNERSHIP OF CONTRACT MATERIALS

The Government shall receive copyright and ownership to all data delivered under this contract, including but not limited to photographic materials, orthorectified imagery, databases, and paper products, upon formal acceptance. The Contractor agrees to transfer copyright to the Government upon payment of the final delivery invoice (see G-7.1(c), Performance-Based Payments) or final acceptance, whichever ever occurs first. The Contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract. The Contractor is encouraged to create, market, and sell derived works not related to or in direct competition with the data delivered under this contract. For example, if this contract requires 2-meter orthorectified imagery be delivered to the Government, the Contractor may create 1-meter imagery from the original product, prior to its submittal to the Government, and resell it to other Government agencies or the general public. However, the Government also maintains the rights to derive additional products from the data delivered under this contract. No public distribution of the original or derived works shall be made prior to acceptance by the Government unless specified in the contract or authorized by the Contracting Officer.

H-4 NOTICE TO THE GOVERNMENT OF DELAY

The Contractor shall immediately, upon becoming aware of any difficulties in meeting performance requirements during the photographic season or when difficulties are encountered which may delay deliveries under the contract, notify the Contracting Officer in writing thereof. Such notification shall identify difficulties, the reasons therefore, and the estimated period of anticipated delay.

FAILURE OF THE CONTRACTOR TO GIVE SUCH NOTICE MAY PRECLUDE LATER CONSIDERATION OF ANY CLAIM FOR NON-PERFORMANCE DUE TO WEATHER CONDITIONS OR ANY REQUEST FOR AN EXTENSION OF CONTRACT TIME.

H-5 WAGE DETERMINATION

The Wage Determination applicable to any contract resulting from this solicitation is determined by the location of the Contractor's establishment.

Wage Determination number 1995-0222, Revision **29**, dated **December 4, 2009** will be applicable for Contractors located nationwide. See Section J, Exhibit 7, Wage Determination.

H-6 INDUSTRY SMALL BUSINESS STANDARD

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

H-7 PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) (FAR 52.222-42)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY.
IT IS NOT A WAGE DETERMINATION.

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
Aircraft Pilot	\$51,966
Aerial Photographer	\$25,962

I-2 ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **January through September** for the base and option periods.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-3 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (FEB 1998) (AGAR 452.216-72)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.

I-4 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988)
(AGAR 452.216-73)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$2,500.00 but not in excess of \$10.0 million.

I-5 ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$10.0 million;
 - (2) Any order for a combination of items in excess of \$10.0 million; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-6 INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government

shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of the contract and not completed within the period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, **2011**.

I-7 PERFORMANCE-BASED PAYMENTS (FEB 2002) (FAR 52.232-32)

- (a) Amount of payments and limitation on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payments. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraph (1) and (m) of this clause.
- (c) Approval and payment of requests.
 - (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
 - (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provision of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the contracting Officer requires substantiation as

provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payment.

- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction on the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's:
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause: and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -

- (i) Delivered to, and accepted by, the Government under this contract; or

- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of Loss. Before delivery of and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) Special terms regarding default. If this contract is terminated under the Default clause,
 - (1) The Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
 - (2) Title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights.
 - (1) No payment or vesting of title under this clause shall -
 - (i) Excuse the Contractor from performance of obligations under this contract;
or

- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause -
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies proved by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise under this clause or the exercise of any right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's Certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that -

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____, all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____ against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the

Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

I-8 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE. (JUN 2003)
(FAR 52.246-17)

As prescribed in 46.710(a)(1), insert a clause substantially as follows:

(a) Definitions. As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that until December 31 of the following year after the end of the acquisition period:

- (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
- (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies

initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either-

- (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
- (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

- (A) May, for sampling purposes, group any supplies delivered under this contract;
- (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

- (A) Require an equitable adjustment in the contract price for any group of supplies.
- (B) Screen the supplies grouped for warranty action under this clause at the

Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

I-9 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

- 52.202-01 Definitions (JUL 2004)
- 52.203-03 Gratuities (APR 1984)
- 52.203-05 Covenant Against Contingent Fees (APR 1984)
- 52.203-06 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-07 Anti-Kickback Procedures (JUL 1995)
- 52.203-08 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
- 52.204-04 Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
- 52.204-07 Central Contractor Registration (JUL 2006)
- 52.209-06 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- 52.211-05 Material Requirements (AUG 2000)
- 52.215-02 Audit and Records - Negotiation (JUN 1999)
- 52.215-08 Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-14 Integrity of Unit Prices (OCT 1997)
- 52.217-08 Option to Extend Services (NOV 1999)

- 52.217-09 Option to Extend the Term of the Contract (MAR 2000)
- 52.219-04 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
- 52.219-08 Utilization of Small Business Concerns (MAY 2004)
- 52.219-09 Small Business Subcontracting Plan, Alternate II (SEP 2006)
- 52.219-16 Liquidated Damages – Subcontracting Plan (OCT 2001)
- 52.222-03 Convict Labor (JUN 2003)
- 52.222-04 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
- 52.222-19 Child Labor – Cooperation with Authorities and Remedies (JAN 2006)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (APR 2002)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)
- 52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)
- 52.222-50 Combating Trafficking in Persons (APR 2006)
- 52.223-06 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-03 Buy American Act - North American Free Trade Agreement - Israeli Trade Act (NOV 2006)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)

- 52.227-01 Authorization and Consent (JUL 1995)
- 52.227-02 Notice and Assistance regarding Patent & Copyright Infringement (AUG 1996)
- 52.227-14 Rights in Data - General - Alternate I (JUN 1987)
- 52.229-03 Federal, State, and Local Taxes (APR 2003)
- 52.232-01 Payments (APR 1984)
- 52.232-08 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2003)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-01 Disputes (JUL 2002)
- 52.233-03 Protest After Award (AUG 1996)
- 52.233-04 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.242-02 Production Progress Reports (APR 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-01 Changes - Fixed Price - Alternate II (AUG 1987)
- 52.244-06 Subcontracts for Commercial Items (SEP 2006)
- 52.245-02 Government Property (Fixed Price Contracts) (MAY 2004)
- 52.245-09 Use and Charges (AUG 2005)

- 52.245-19 Government Property Furnished “As Is” (APR 1984)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-01 Value Engineering (FEB 2000)
- 52.249-04 Termination for Convenience of the Government (Services) (Short Form)
(APR 1984)
- 52.249-08 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-01 Computer Generated Forms (JAN 1991)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Exhibit</u>	<u>Description</u>	<u>Page</u>	
Exhibit 1	File Naming Convention	47	
Exhibit 2	Labeling Requirements (5 pages)	48-52	
Exhibit 3	Progress Report (2 pages)	53-54	
Exhibit 4	Image Scan Naming Logic (1 page)	55	
Exhibit 5	Flight Line Exposure Station Reference System (1 page)	56	
Exhibit 6	NAPP Exposure Station Reference System (1 page)	57	
Exhibit 7	Wage Determination (3 Pages)	58-60	
Exhibit 8	Glossary and Definitions (1 page)	61	
Attachment A:	NAIP Specification for Film Based Acquisition, dated February 16, 2007 (16 pages)		
Attachment B:	NAIP Specification for Digital Camera Based Acquisition, dated February 16, 2007 (5 pages)		
Attachment C:	DOQQ Description and Specification (15 pages)		

EXHIBIT 1

FILE NAMING CONVENTION

Text Data Files:

File Name: <type>_<solno>_<item>_<st>.txt

type - file type (must be “abstract” “process” “project” “photo” “scan” or
“dem_err”)

solno - contract solicitation number

item - item number

st - state abbreviation

Example: process_3-04_1_mo.txt
project_3-04_1_mo.txt

Quarter Quadrangle Image Tiles:

File Name: <n>_<lat><lon><quad>_<loc>_<xx>_<r>_<yyyymmdd>.tif

n – film type/bandwidth designator (“o”=black & white; “n”=natural color;”
“c”=color IR, or “m”=multispectral)

lat - latitude, identified by 2 digit numerical value of a 1° block

lon - longitude, identified by 3 digit numerical value of a 1° block (including the
leading “0” if needed)

quad - quadrangle number, identified by grid number

loc - quadrangle location, identified by grid letters (nw, ne, sw, se)

xx – two digit UTM zone

r - resolution (1=1 meter; 2=2 meter)

yyyymmdd - date of acquisition (majority date)

Example: c_3509320_ne_15_1_20040721.tif

Compressed County Mosaics:

File Name: **ortho**_<x-x>_<r><n>_<f>_<stnnn>_<yyyy>_<v>.sid

Prefix – Prefix (“ortho” = 1-meter or “naip” = 2-meter)

x-x - disk number and total count (i.e., “1-2” = disk 1 of 2)

r - resolution (“1” = 1- meter or “2” = 2-meter)

n – film type/bandwidth designator (“o” = black & white; “n” = natural color;
“c” = color IR, or “m”=multispectral)

f - compression format (s=MrSID®; **j=JPEG 2000**)

stnnn – state and FIPS code

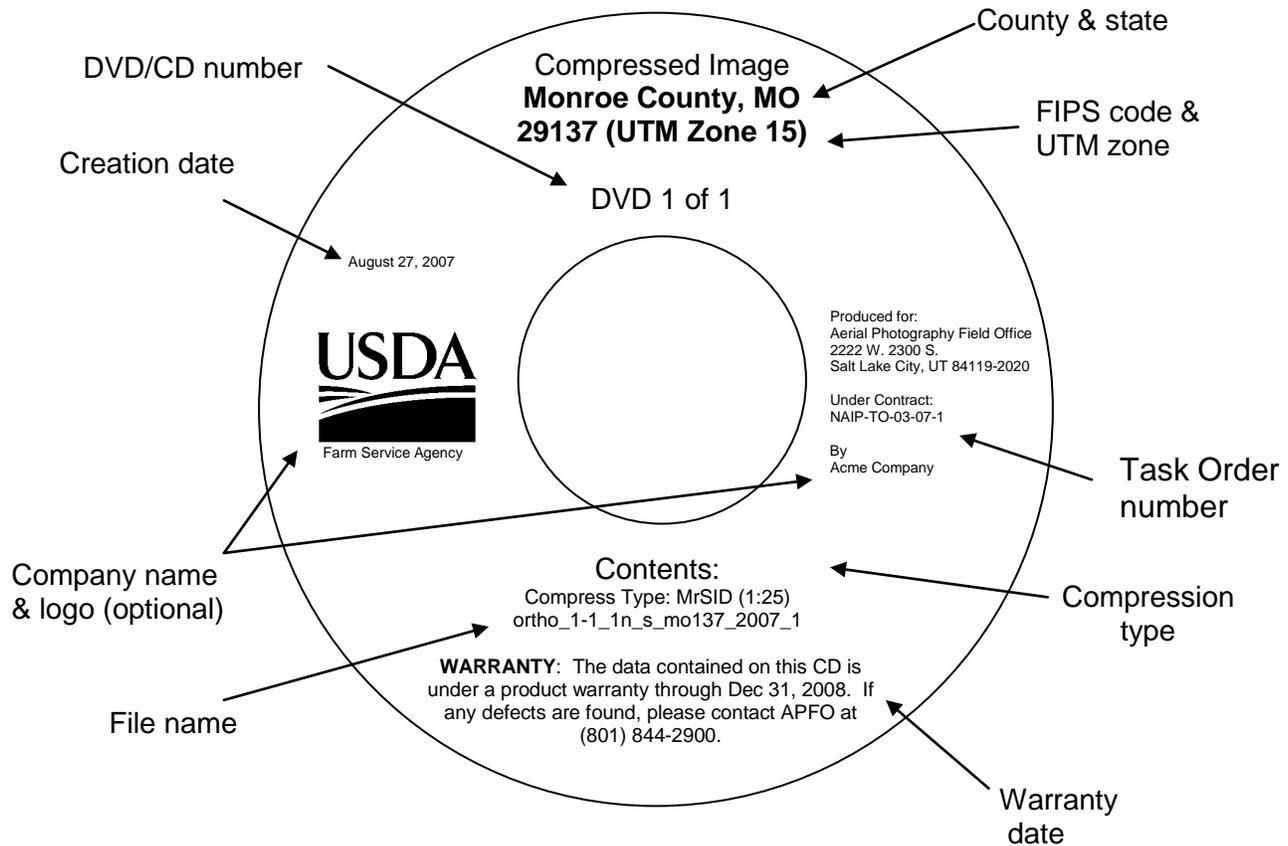
yyyy - year of aerial acquisition

v - version number

Example: ortho_1-1_1n_s_mo137_2007_1.sid

EXHIBIT 2
 Figure 1

COMPRESSED COUNTY MOSAICS
CD-ROM Labeling Requirements

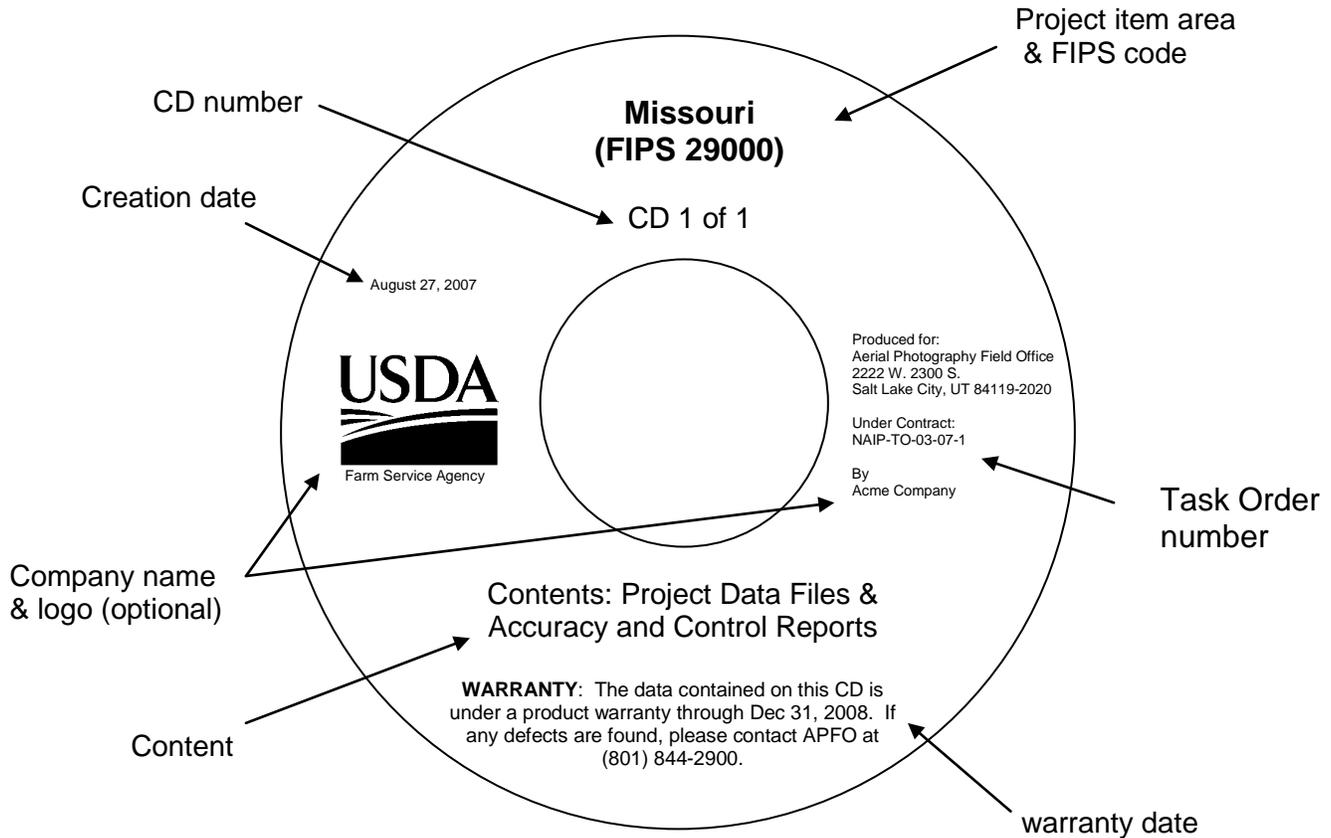


ELEMENT	EXAMPLE*
CD Number	CD 1 of 1
Company name & logo	Acme Company
Compression type & ratio	MrSID® (1:25)
Task Order number	NAIP-TO-3-07-1
Country & state	Monroe County, MO
Creation date	August 27, 2007
File name	ortho_1-1_1n_s_mo137_2007_1
FIPS code & UTM zone	29137 (UTM Zone 15)
Warranty date	Dec 31, 2008

* Example labeling requirements indicate Base Year (2007) contract dates and numbers. Subsequent Option Year Task Orders shall indicate current year dates and numbers.

EXHIBIT 2
Figure 2

Project Data Files
CD-ROM Labeling Requirements

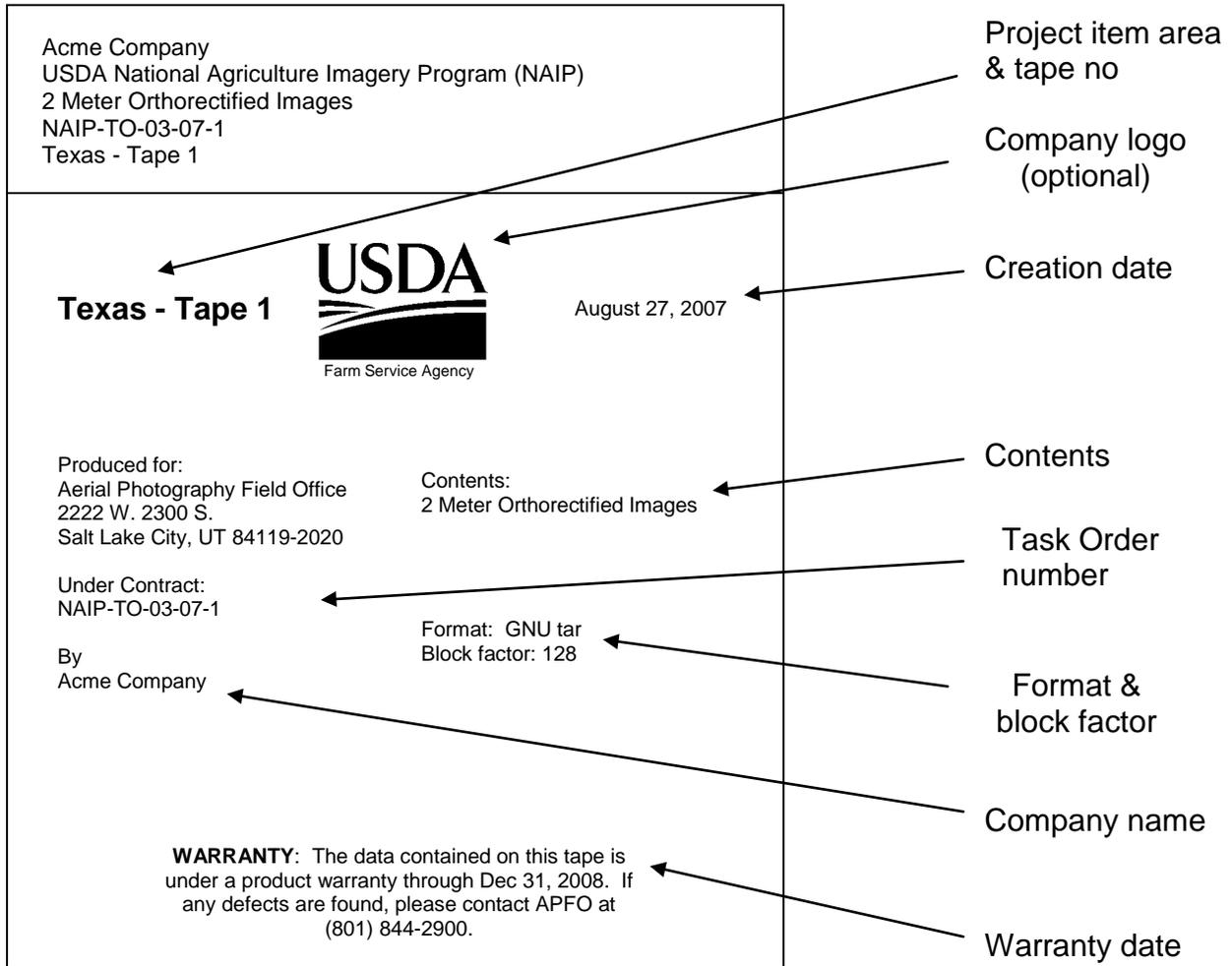


ELEMENT	EXAMPLE*
CD Number	CD 1 of 1
Company name & logo	Acme Company
Content	Project Data Files & Accuracy and Control Reports
Task Order number	NAIP-TO-3-07-1
Creation date	August 27, 2007
Project item area & FIPS code	Missouri (FIPS 29000)
Warranty date	Dec 31, 2008

* Example labeling requirements indicate Base Year (2007) contract dates and numbers. Subsequent Option Year Task Orders shall indicate current year dates and numbers.

EXHIBIT 2
Figure 3

QUARTER QUADRANGLE IMAGE TILE
Tape Cartridge Case Labeling Requirements

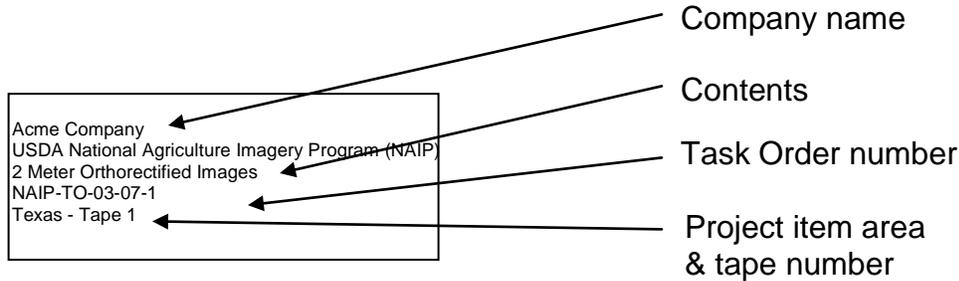


Label dimensions: 4-3/16" (width) x 5-1/8" (height)

Note: Fold line is 1" from the top of the label.

Figure 3 (con't)

QUARTER QUADRANGLE IMAGE TILE
Tape Cartridge Labeling Requirements



Label dimensions: 2-1/4” (width) x 13/16” (height)

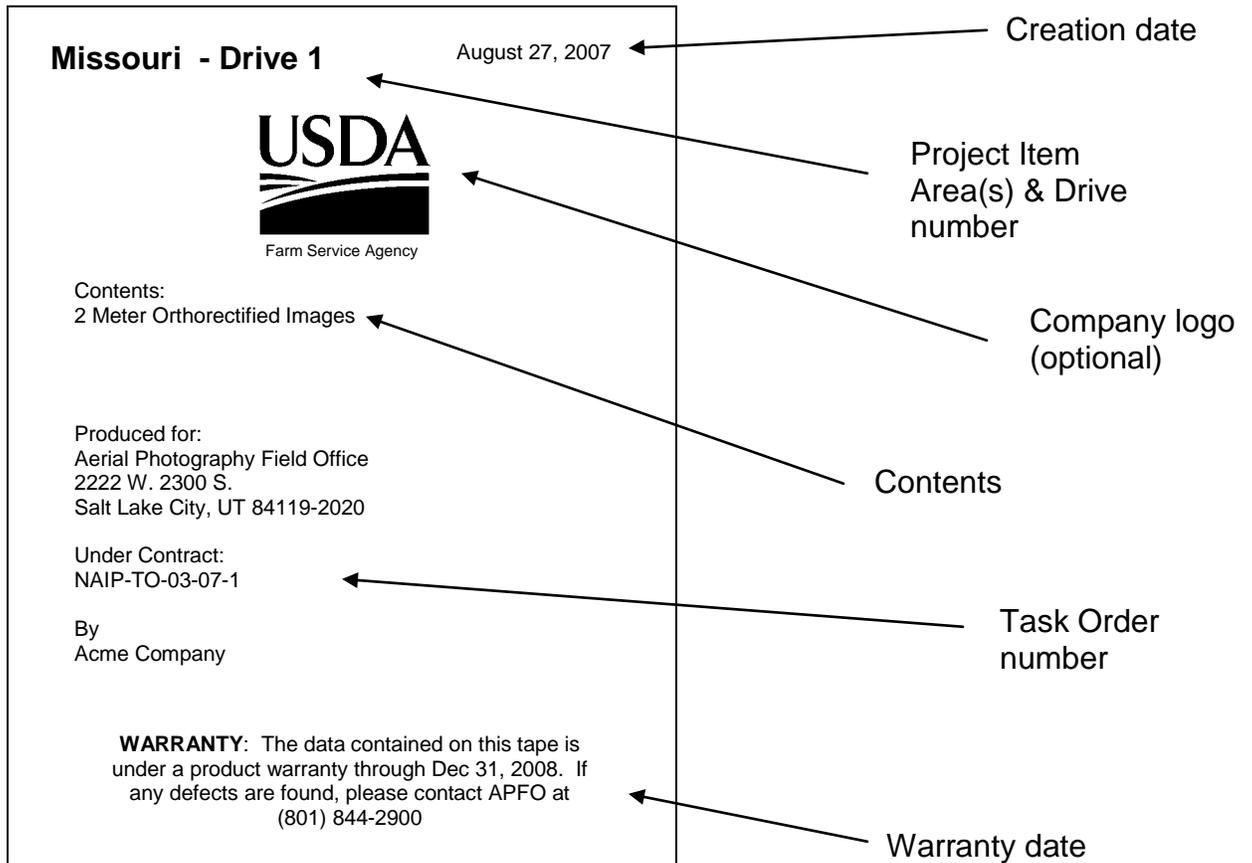
NOTE: Cartridge label must fit securely in tape slot to prevent falling out.

ELEMENT	EXAMPLE*
Company name & logo	Acme Company
Contents	2 Meter Orthorectified Images
Task Order number	NAIP-TO-3-07-1
Creation date	August 27, 2007
Format & block factor	Format: tar Block factor: 128
Project item area & tape number	Texas – Tape 1
Warranty date	Dec 31, 2008

* Example labeling requirements indicate Base Year (2007) contract dates and numbers. Subsequent Option Year Task Orders shall indicate current year dates and numbers.

EXHIBIT 2
 Figure 4

Hard Drive Labeling Requirements



ELEMENT	EXAMPLE*
Company name & logo	Acme Company
Contents	2 Meter Orthorectified Images
Task Order number	NAIP-TO-3-07-1
Creation date	August 27, 2004
Project item area & drive number	Missouri – Tape 1
Warranty date	Dec 31, 2008

* Example labeling requirements indicate Base Year (2007) contract dates and numbers. Subsequent Option Year Task Orders shall indicate current year dates and numbers.

Approximate label dimensions: 3-1/2" (width) x 4-1/2" (height)

EXHIBIT 3

PROGRESS REPORT CONVENTION

The goal is to accurately report daily image acquisition and to indicate those areas that a contractor has determined the acquired imagery to be unusable which will result in a reflight for a particular area.

Syntax:

HEADER ITEMS: field-name “:”[field-body][CRFL]
 BODY ITEMS: body item [CRFL]

Header Items:

All four header items are required to be submitted in each and every submittal.

<u>DESCRIPTION</u>	<u>KEYWORD</u>	<u>FORMAT</u>
Contractor Name	CONTRACTOR	Alphanumeric
Contract Award Number	CONTRACT	Numeric (N-YY)
Award Item	ITEM	Numeric (N)
Date Flown	DATE	Date (YYYYMMDD)

Body Items:

All data elements are required for each line of data submitted. Data elements are to be separated by 5 ASCII decimal 32 (white space). Acquisition and rejected exposure stations can be submitted as separate reports or as a combined report.

<u>DESCRIPTION</u>	<u>KEYWORD</u>	<u>FORMAT</u>
DOQQ Id	N/A	Char(9)
Latitude	N/A	DD.DDDDD
Longitude	N/A	-DDD.DDDDD
Status	N/A	Char(1)*
Aircraft tail number	N/A	Char(6)

* Status Field:

- A - Indicates the Exposure Station has been collected
- R – Indicates the contractor has rejected a previously acquired Exposure Station

When an exposure station is rejected the exposure station will appear in a later report marked with an “R”. Each report submitted should include only one status indicator for a particular exposure station.

PROGRESS REPORT CONVENTION (CON'T)

Sample:

CONTRACTOR: Acme Photography
CONTRACT: 3-07
ITEM: 1
DATE: 20070827

4210337nw	34.87500	-86.28139	A	N12345
4210337sw	34.90639	-86.28139	A	N12345
4210345nw	34.93750	-86.28139	A	N12345
4210345sw	. 34.96889	-86.28139	A	N12345

Notes:

- 1) Text is case insensitive.
- 2) Header fields are not required to occur in any particular order.
- 3) Body items must occur after the headers.
- 4) Each header item must be on a single line (no “folding”)
- 5) Keywords may not contain spaces and must be followed immediately by a colon.
- 6) The header items and body items may be separated by a NULL line (a blank line with a carriage-return/line-feed (CRLF)(ASCII 13 and 10).
- 7) Body items can only contain one data item per line and must be terminated by a carriage-return/line-feed.
- 8) Task order award number must be sent without prefix (i.e., NAIP-TO-3-07-1 should be sent as 3-07).
- 9) Date must be transmitted as YYYYMMDD.
- 10) No e-mail attachments.

EXHIBIT 4

IMAGE SCAN NAMING LOGIC

121° 00' 00"
 49° 00' 00" •

01	02	03	04	05	06	07	08
09	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64

• 48° 00' 00"
 120° 00' 00"

NW	NE
SW	SE

The image ID for this scan would be:
4812043_ne

Each Block (ie: 43) is a full Quad within the 1 degree grid; it is further subdivided into 4 quarter-quads

Sample: **4812043_ne** Where:

Latitude: Identified by 2 digit numerical value of a 1 degree block.

Longitude: Identified by 3 digit numerical value of a 1 degree block, including a leading "0" as needed.

Quadrangle Number: Identified by grid number (01, 02, 03, ... 63, 64) See Exhibit 7.

Quarter Quadrangle Location: Identified by grid letters (nw, ne, sw, se)

EXHIBIT 5

FLIGHT LINE EXPOSURE STATION REFERENCE SYSTEM

		95° 00'									
		96° 00'	95° 45'	95° 30'	95° 15'	95° 00'					
40° 00'		8W / 8E	7W / 7E	6W / 6E	5W / 5E	4W / 4E	3W / 3E	2W / 2E	1W / 1E	40° 00'	
		513									
		512	512	512	512	512	512	512	512		
		511	511	511	511	511	511	511	511		
		510	510	510	510	510	510	510	510		
		509	509	509	509	509	509	509	509		
		508	508	508	508	508	508	508	508		
		507	507	507	507	507	507	507	507		
		506	506	506	506	506	506	506	506		
39° 45'		505	39° 45'								
		504	504	504	504	504	504	504	504		
		503	503	503	503	503	503	503	503		
		502	502	502	502	502	502	502	502		
		501	501	501	501	501	501	501	501		
		500	500	500	500	500	500	500	500		
		499	499	499	499	499	499	499	499		
		498	498	498	498	498	498	498	498		
39° 30'		497	39° 30'								
		496	496	496	496	496	496	496	496		
		495	495	495	495	495	495	495	495		
		494	494	494	494	494	494	494	494		
		493	493	493	493	493	493	493	493		
		492	492	492	492	492	492	492	492		
		491	491	491	491	491	491	491	491		
		490	490	490	490	490	490	490	490		
39° 15'		489	39° 15'								
		488	488	488	488	488	488	488	488		
		487	487	487	487	487	487	487	487		
		486	486	486	486	486	486	486	486		
		485	485	485	485	485	485	485	485		
		484	484	484	484	484	484	484	484		
		483	483	483	483	483	483	483	483		
		482	482	482	482	482	482	482	482		
39° 00'		481	39° 00'								
		8W / 8E	7W / 7E	6W / 6E	5W / 5E	4W / 4E	3W / 3E	2W / 2E	1W / 1E		

FLIGHT LINE AND EXPOSURE EXAMPLE FOR NORTHEAST CORNER EXPOSURE: 0951E - 0513

Flight Line: **095** = Eastern Longitude coordinate of 1 degree x 1 degree area (padded by leading zeros).
1 = Number assigned to 7-1/2 minute column within 1 degree x 1 degree area.
E = East flight line within 7-1/2 minute column.

Exposure Station: **0513** = number assigned by latitude position to each predetermined photo center.

The Flight Line and Exposure Station Reference System was developed for identifying the geographic location of individual photos acquired for the National Aerial Photography Program.

EXHIBIT 7

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

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

Shirley F. Ebbesen Director Division of Wage
Determinations

Wage Determination No.: 1995-0222
Revision No.: 29
Date Of Last Revision: 12/04/2009

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

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
31010 - Airplane Pilot	24.90
(not set) - First Officer (Co-Pilot)	22.67
(not set) - Aerial Photographer	12.44

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-27, DC-8, AND THE DC-9.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.40 per hour, or \$56.00 per week, or \$242.66 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.35 per hour.

EXHIBIT 7 (Con't)

Wage Determination: 1995-0222, 29

Page 2 of 3

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

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

** UNIFORM ALLOWANCE **

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

EXHIBIT 7 (Con't)

Wage Determination: 1995-0222, 29

Page 3 of 3

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

Aerial Photographer

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

First Officer (Co-Pilot)

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

EXHIBIT 8

GLOSSARY AND DEFINITIONS

Acquisition Period: The calendar period in which the project item area imagery is required to be acquired.

Camera System: The combination of lens, cone, magazine(s), and camera filter(s) which have been calibrated as an integral unit.

Contract Award Item: A separately awarded contract that may contain one or more project item areas awarded to a single contractor. Contract award items are indicated by the numeric solicitation number followed by sequential award item numbers (i.e., 3-04-1, 3-04-2, 3-04-3, etc).

Contracting Officer's Technical Representative (COTR): A person contract who has the responsibility of providing technical information such as site ground and weather conditions on a contract.

Contracting Officer's Representative (COR): A person who is responsible for specific technical and administrative duties related to a contract.

Direct Digital Imagery: Vertical, high resolution imagery directly captured using a digital sensor. Either airborne or space-borne systems.

Exposure Stations: Pre-determined locations where photo centers of individual frames are to be exposed.

Film Titling: Information annotated on the original aerial film pertaining to project item area and exposure identification.

Ground Sample Distance: The ground sample distance is the distance on the ground respresented by each pixel in the x and y components.

Original Photography: All aerial photography, as secured by the Contractor, prior to its inspection by the USDA, including any reflights made at the discretion of the Contractor.

Project Item Area: An area or areas described in the Schedule for which an award shall be made to one offeror.

Quarter Quadrangle: A full quadrangle is defined as a 7½ by 7½ minute area as established for the USGS topographic mapping series. A quarter quadrangle is one-fourth the size and is 3 minutes 45 seconds by 3 minutes 45 seconds.

Reflight Photography: Photography reflown to replace original photography rejected by USDA.

Remake Materials: Any contract materials, other than the original aerial film, ordered remade by USDA.

Stereomodel: The area covered by the conjugate images of three successive overlapping exposures.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K-1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Jan 2006) (FAR 52.204-08)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541922**.

(2) The small business size standard is **\$6.5 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K-2 ADDRESS TO WHICH PAYMENT SHOULD BE MAILED

In the space provided below, the Contractor is requested to indicate the address to which payment should be mailed, or indicate "same" if it is the same as the address shown on the Solicitation, Offer and Award form (SF33 on page 1).

**K-3 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
(FAR 52.252-1)**

This contract incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)

- 52.204-05 Women-Owned Business (Other Than Small Business) (MAY 1999)

- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (DEC 2001)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 TYPE OF CONTRACT (APR 1984)(FAR 52.216-01)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ), firm-fixed-price contract resulting from this solicitation. The contract will cover the base year (2007) and four option years (2008 through 2011).

L-2 INSTRUCTIONS FOR PREPARATION OF TECHNICAL AND PRICING PROPOSALS

The following instructions establish the acceptable minimum requirements for the format and content of proposals. Offeror's are advised to furnish all information in the sequence and format specified below. Failure to furnish all information requested may adversely affect the evaluation of the proposal. Proposals will be evaluated in accordance with the evaluation factors set forth in Section M of this solicitation.

2.1 General Instructions

(a) For the base year (2007) preparation of proposals, offeror's shall submit a single proposal in response to the contract solicitation USDA-NAIP-3-07 and the task order solicitation NAIP-TO-3-07-1. Proposals will be evaluated based on the combined response to both documents. Contracts will be awarded prior to award of any task orders. Task orders are the method by which project item areas are awarded.

(b) All proposals must be prepared in two parts: Part I: Pricing Proposal, and Part II: Technical Proposal. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain any reference to cost or price.

(c) All proposals should be precise, factual and responsive and must include, but is not limited to, the information listed below. Proposal content shall be organized in two separate parts and be submitted in the order indicated as follows:

2.2 PART I Pricing Proposal

Pricing information and related data shall be submitted as Part I of the offeror's proposal. For the base year (2007) the pricing proposal must contain two signed documents, a signed and dated Standard Form 33 (page 1 of the solicitation) with items 12 through 18 completed, and the task order pricing proposal (pages 1-3 of the task order solicitation) with quantities offered, unit price(s), and total price(s) for the item(s) indicated in the appropriate locations. Subsequent task orders will require only the signed task order pricing proposal for Part I.

2.3 PART II Technical Proposal

Response to the following technical statements will form the basis of a proposal's technical merit. Offerors are cautioned to address all requested information as complete and accurate as possible. Data contained in this solicitation and/or the task order solicitation documents shall be referenced in support of statements.

(a) Project Management Capability

(1) Statement of technical approach to project management that would assure timely completion and shipment of all work by or before the required delivery schedule. Statement should include detailed description of planned approach, procedures, management techniques, capacities, and specialized equipment and processes to be used in performance of the work.

(2) Statement of subcontractor management plan which includes a list of proposed subcontractors, what work they will perform, and how their performance will be managed and monitored.

(3) Scheduling and site basing of aerial photo crew and aircraft based on knowledge of the weather patterns during the acquisition period of the project area.

(4) Detailed overviews of film scanning process (if applicable), digital image processing procedures, and orthophotography production process of the acquired aerial photography. **See Section L-7, Best Practices Documents**

(b) Past Performance History

(1) Past performance will be evaluated based on relevant performance history contained in USDA contract records of projects awarded by the FSA Aerial Photography Field Office. Offeror's past performance will be evaluated according to project completion rates, delivery schedule compliance and general contractor performance regarding quality control, problem resolution, and communication.

(2) If no previous contracts have been held by the offeror with the Aerial Photography Field Office, list two (2) references with whom the offeror has held similar contracts. List past performance references in the space provided in the task order solicitation required documentation.

(3) If an offeror does not have, or have available, a past performance history, the offeror's proposal will not be evaluated favorably or unfavorably on past performance.

(c) Quality Control System

Detailed statement on Contractor quality control system that will insure all contract

materials submitted for inspection are in compliance with contract specifications. See Section C, Paragraph 1.1(c) for quality control requirements.

(d) Personnel Qualifications

List all professional and technical personnel intended to perform on this contract in the appropriate locations in the task order solicitation required documentation. Recommended list includes Project Manager, Aircraft Pilot(s), Aerial Photographer(s), and key back-up or support personnel. Brief resumes may be provided on separate papers for the personnel listed, stating name, title, education, past experience, and years of experience.

(e) Aircraft and Camera/Digital Sensor Availability

List all aircraft and cameras/sensors intended to be used in completion of this contract in the appropriate locations in the task order solicitation required documentation. If availability of equipment is contingent on other contractual commitments running concurrently with the work contemplated by this solicitation, indicate such in proposal statement. Unless otherwise stated, all aircraft and cameras/sensors listed will have exclusive availability for performance of the work as defined in this contract.

(f) Incomplete Contracts

List all incomplete contracts which require performance during the approximate photographic period indicated in the task order solicitation and affect equipment and personnel listed herein. List shall include project name, client, and remaining linear miles. Total remaining linear miles shall be summarized in the appropriate location in the task order solicitation document.

2.4 Solicitation Document and Supporting Data

The offeror's proposal must include the following required documentation, other information and supporting data as specified in this solicitation document and the task order solicitation document:

- (a) Central Contractor Registration
- (b) Online Representations and Certifications,
- (c) Incomplete Contracts as of Date of Proposal,
- (d) Aircraft to be Used in Completion of the Contract,
- (e) Cameras or Digital Sensors to be Used in Completion of the Contract,
- (f) Past Performance References (if required),
- (g) Key Personnel to Perform on the Contract.
- (h) Camera Calibration Report(s),
- (i) Current Financial Statement,
- (j) Digital Sensor Sample Imagery

L-3 TASK ORDER PROCEDURES

The Government will use a structured method of evaluating and determining award areas and quantities of task orders under the resulting multi-award contracts. All Contractors will be provided a fair opportunity to receive task order awards. The procedures explained below represent the Government's approach to task order award determinations. Through Government and Contractor cooperation, it is anticipated that innovative approaches incorporating lessons learned may result in more efficient and effective performance of the work.

3.1 Base Year (2007) Procedures

(a) Offers shall be submitted by Contractors as part of their contract proposal to furnish aerial photography and digital imagery processing services in project item areas (states) that they can successfully complete given their current capacities, area of interest, and delivery schedule. The offer will include a pricing proposal that is based upon project item areas of interest.

(b) Negotiation of proposed pricing, areas offered, and quantities shall be conducted using the source selection criteria specified in Section M. This source selection process will be used as a basis for contract award and task order award. Only proposals submitted by Contractors whose overall scores are within the competitive range shall be considered for negotiation (see Section M-1.2, Competitive Range). Inclusion in negotiations does not guarantee a contract award. Negotiations shall be performed by oral communication with the Contracting Officer followed by faxed or e-mailed confirmation of agreement.

(c) Task orders awards for negotiated prices, areas, and quantities will be issued immediately following contract awards by the authorized Government Contracting Officer.

3.2 Option Year (2008 and 2011) Procedures

Task orders for the four option year periods shall be issued in accordance with the following procedures:

(a) A Task Order Request for Proposal (RFP) containing statements of work will be provided to contractors at the beginning of the new contract performance period. The RFP will briefly describe for the new option year estimated quantities, acquisition periods, delivery schedules, and any other significant changes from the prior year requirements that are within the scope of the contract.

(b) Contractors will be required to respond to the task order statement of work similar to the original RFP covering terms of pricing, areas of interest, technical statements, and performance capacities.

(c) Task order proposals submitted by the Contractors will be evaluated to determine a new technical score, then updated with revisions to past performance based on their

performance on task orders during the prior contract **years**. Contractor submitted pricing, areas of interest, estimated quantities, and delivery schedules will be evaluated and negotiated, resulting in task order awards. The goal of these procedures is to provide all Contractors a fair opportunity for task order awards that provide the Government the best value.

L-4 CONTRACT DIFFICULTIES AND CONTINGENCIES

Offerors are cautioned to examine the solicitation, visit the work location if necessary, and evaluate the facilities needed and difficulties attending the execution of the proposed contract. Considerations include local conditions, uncertainty of weather, availability of landing fields, restricted air space, and all other contingencies.

L-5 SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from; Director, Acquisition Management, USDA/FSA/MSD/AG Code 0567, P.O. Box 2415, Washington, D.C. 20013-2415.

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 INQUIRIES (FEB 1988) (AGAR 452.204-70)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

L-7 BEST PRACTICES DOCUMENTS

Documents providing “Best Practices” direction and guidance, with recommendations for improving image quality, production processes, or other orthoimagery related issues and methodologies, will be furnished as part of the solicitation documentation package or on a linked webpage for reference. Contractor’s aerial photography acquisition and orthoimagery production processes and procedures will be reviewed with reference to these published “Best Practices” documents.

**L-8 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
(FAR 52.252-1)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:

52.204-06 Data Universal Numbering System (DUNS) Number (JUN 1999)

52.215-01 Instructions to Offerors - Competitive Acquisition (MAY 2001)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 PROPOSAL EVALUATION

Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. The Government shall establish an evaluation team that includes appropriate contracting, technical, program, and other expertise to ensure a comprehensive evaluation of proposals.

1.1 Technical Evaluation Team

The Technical Evaluation Team will evaluate, and rank according to technical merit, all proposals in accordance with the evaluation factors established in this solicitation. The team will not have access to the pricing proposal during the technical evaluation process. The offeror's proposal shall be in the format prescribed in Section L and shall contain a response to each of the areas identified.

1.2 Competitive Range

The Contracting Officer shall establish the competitive range based on ratings of each proposal against all evaluation criteria including price. The competitive range shall be comprised of all of the most highly rated proposals. The competitive range can be limited for purposes of efficiency (see FAR 52.215-1(f)(4)). If negotiations are conducted in the source selection process they shall occur after establishment of the competitive range.

1.3 Source Selection Decision

The Contracting Officer shall select for purposes of contract award the overall superior proposal which offers the "best value" to the Government, price and other factors considered. The decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

M-2 EVALUATION FACTORS

Proposals shall be evaluated according to the following criteria including all supporting information furnished by the offeror with the proposal. The evaluation criteria are listed in descending order of importance with relative point values indicated. See Section L for instructions for preparation of technical and pricing proposals.

2.1 Technical Evaluation

<u>Evaluation Criteria</u>	<u>Relative Point Value</u>
(a) Project Management Capability	25
(b) Past Performance History	25
(c) Quality Control System	20
(d) Personnel Qualifications	10
(e) Aircraft and Camera Availability	10
(f) Incomplete Contracts	<u>10</u>
	100

2.2 Price Evaluation

While technical excellence is considered more significant than price, the proposed price between technically superior proposals shall be an important factor in selection of a proposal for award. The Government reserves the right to make an award to other than the lowest priced offeror, or other than the highest technically rated offeror, when the perceived benefits and tradeoffs provide the Government the greatest value.

Based on comparative evaluations of the pricing proposals for the basic and optional award item requirements (see Task Order Solicitation), the Government will consider for award that offer that represents the greatest value and is determined to be in the best interest and the most advantageous to the Government.

Offerors are cautioned to insert the unit price and the total price for the Project Item Area(s) in the appropriate locations in the Task Order Solicitation. In case of discrepancy between a unit price (price per DOQQ) and an extended price (total price), the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

2.3 Other Factors

The Contracting Officer will consider, in addition to the evaluation criteria, the prospective Contractor's responsibility record in terms of financial resources, business integrity and ethics, and other standards, as defined in the Federal Acquisition Regulation, Part 9.

M-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 84) (FAR 52.217-3)

The Government will evaluate offers for award purposes by including only price for the base requirement; *i.e.*, options will not be included in the evaluation for award purposes.

M-4 CONTRACT AWARD

The Government intends to evaluate proposals and award a contract or contracts resulting from this solicitation after conducting discussions with offerors whose proposals have been determined to be within the competitive range.

4.1 Contract Award

The contracts will be awarded to those responsive and responsible offerors whose proposals represents the greatest value and is determined to be in the best interest and the most advantageous to the Government, price and other factors considered.

4.2 Possibility of Award Without Discussion

Notice is given to all offerors that there is a possibility that award may be made without discussion or further negotiation. Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to the Government.

4.3 Required or Requested Information

Award will be made only in conjunction with proposals from responsible prospective Contractors. Failure to provide the information, material, and/or documentation either required in the solicitations, or requested by the Contracting Officer, within eight (8) calendar days of the request, may result in the proposal being rejected.