

CONTINUATION OF COMBINED SYNOPSIS/SOLICITATION

AERIAL FILM SCANNING SERVICES

Furnish large format, long roll aerial film scanning services in accordance with the requirements, specifications, terms, conditions, clauses, and provisions specified herein.

CONTRACT TYPE AND PERIOD

This is a single-year Fixed Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract with two option years.

ISSUANCE OF TASK ORDERS

All work will be ordered by Firm-Fixed Price Task Orders (TO) and are subject to fair opportunity through each contract period. Concurrent Task Orders may be issued. Orders may be issued orally and followed up in writing by email or by electronic commerce methods. The order quantity may vary from the actual quantity completed, and only completed quantities will be paid.

Any U.S. Department of Agriculture (USDA) warranted Contracting Officer, within the limits of their warrant, may award and administer a task order for work covered by this contract. Task Orders will most likely be placed by Farm Service Agency (FSA), Natural Resources and Conservation Service (NRCS), and Forest Service (FS).

The minimum guarantee for each contract holder is \$2,500.00. The Government intends to award up to seven (7) contracts from this solicitation, although the Government reserves the right to make more or less awards in order to meet needs. Task Orders will be issued as work and funding become available. Estimated performance periods will be identified on each Task Order.

This IDIQ has an aggregate maximum of \$25,000,000.00.

PERSONNEL AUTHORIZED TO PLACE ORDERS AGAINST THIS CONTRACT

Any USDA agency warranted Contracting Officer, within the limits of their warrant, may award and administer a task order for work covered by this contract.

ISSUING OFFICE ADMINISTRATION

The Issuing Office shall be responsible for fund obligation and payment processing and shall complete all Federal Procurement Data System (FPDS) and other reporting.

ADMINISTRATION OF INDIVIDUAL PROJECT TASK ORDERS

Wherever the term "contract" is used herein it shall be construed to apply equally to Individual Project Task Orders placed under the contract, as if each Individual Project Task Order was a separate contract. The Contractor shall refer all questions to the Contracting Officer if clarification is needed regarding the application of contract clauses to Individual Project Task Orders.

Each Individual Project Task Order is separable to the extent that it will be initiated, performed, administered, completed, and closed independently.

1. Individual Project Task Orders may have separate Contracting Officers, Contracting Officer's Representatives, and Inspectors.
2. Individual Project Task Orders will have unique performance terms and notices to proceed.
3. Individual Project Task Orders will have separate payments.

PROCESS FOR REQUESTING INDIVIDUAL PROJECT QUOTES AND AWARDING TASK ORDERS

The majority of work performed under this contract will be performed according to the Statement of Work contained in Attachment 1. Individual Task Orders may alter or eliminate some requirements or processes, i.e. film type, desired scanning resolution, media for delivery, metadata field requirements, inspection procedures, etc.

- a. After award of the IDIQ Contract, the Individual Project Task Order awards shall follow the process established in this section.
- b. Task Order Packaging. These will be packaged with all necessary detailed requirements that supplement the basic contract, as required. Each Task Order award may include the following:
 - OF 347, Order for Supplies or Services
 - TASK ORDER Schedule of Items (first task order issued with solicitation)
 - Statement of Work – requirements in Attachment 1, Sections 2 through 6
 - Government Quality Assurance Surveillance Plan and inspection information – Attachment 1, Section 7
 - Government Furnished Property and any additional Administrative Information, as required
 - Special Contract Requirements – Supplements to the basic contract clauses and Addenda. This may include inspection, payment, and warranty.
 - Attachments (if requirements differ from Attachment 1):
 - File naming convention
 - Media labeling
 - File directory structure for media submission
 - Image header tags
 - Metadata requirements/template
 - Additional Evaluation Criteria, if required
 - Other Exhibits or Attachments as required
- c. Individual Project Request for Quotations. A Request for Quotations package will be provided to the selected Awardees, with a specified response date and time. A Request for Quotations may require only a quote or may also require submission of a written response to additional Evaluation Criteria that is specific to the Task Order and/or address of changes to information provided in original offer.
- d. Quotes shall be submitted to the issuing office as stated on the Request for Quotations form by the specified response date. Quote submissions shall include complete pricing on all listed sub items and a written response to any attached Evaluation Criteria or request for changes to information provided in original offer. Quotes may be withdrawn or modified at any time prior to award.
- e. Source selection will be based on the best overall value to the Government, price and other factors considered. These factors may include one or more of the following:

- Technical Capabilities relating to the quality and suitability of image scans provided by the equipment utilized by the offeror, as well as capability in meeting delivery schedules
 - Past Performance History [including elements such as quality of work, timeliness, communications, condition of returned film.]
 - Response to additional Evaluation Criteria and/or address of changes to information provided in original offer, if required
- f. Award of Task Orders. A written award mailed or otherwise provided to a Contractor with a Contractor Acceptance form requiring signature by the Contractor shall result in a binding Individual Project Task Order. Government furnished property and information shall be provided following award to include:
- Work order/film roll and exposure listing
 - Film inspection/condition sheet (if applicable)

FAIR OPPORTUNITY

Each contract holder will be given fair opportunity for the Task Order issued. Past Performance, Quality Control, and price, prior to award and during contract performance will be considered on Task Orders.

Ombudsman

If a Contractor believes they are not being fairly considered for a particular Task Order, they may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor is afforded a fair opportunity to be considered for the Task Order. Complaints to the USDA Farm Service Agency Ombudsman must be forwarded to:

Director, Aerial Photography Field Office
2222 W. 2300 South
Salt Lake City, UT 84119

Phone (801) 844-2908 Facsimile (801) 956-3641

CONTRACT CLAUSES

FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (May 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered;
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and

subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of

the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM TO FAR 52.214-4

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

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/these address(es):

<http://farsite.hill.af.mil>

www.usda.gov/procurement/policy/agar.html

52.211-18 Variation of Estimated Quantity

52.236-05 Material and Workmanship

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

52.227-14 Rights in Data – General (May 2014)

52.245-01 Government Property (Apr 2012)

52.245-09 Use and Charges (Apr 2012)

Approval of Subcontracts

If the Contractor uses subcontractors in the performance of the contract, a plan and procedure will be established to manage its subcontractors. Before entering into a subcontract that was not included in the proposal, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer to determine acceptability and approval of the anticipated subcontractor and imagery acquisition equipment to be used. Information required may include a subcontract management plan, references, key personnel, scanning equipment, etc. The Contractor is solely responsible for the performance and cost control of its partnerships and subcontractors.

Inspection/Acceptance (Refer to 52.212-4(a))

The Government may perform an inspection of the materials delivered prior to acceptance, unless otherwise specified in the Task Order. If inspection is performed, every effort will be made to inspect all material within 90 calendar days of receipt at destination. If the Government is unable to complete inspection within 90 days, the contractor will be notified. The Government will notify the contractor of acceptance following inspection of all materials submitted, including those resubmitted for correction. Due to risk associated with return of the film, and the need to have the film onsite during inspection, the Government may elect to perform image rescan(s) and deduct the unit price of the defective scan(s) from payment.

Post Acceptance Rights and Warranty (Refer to 52.212-4(a) and (o))

A reasonable period for the exercise of post-acceptance rights is considered to be 6 months from the date of acceptance.

If defective scans are found during the warranty period that result in the need for a re-scan, the Government may elect to either 1) perform the image re-scan(s) and deduct the unit price of the scan(s) from future payments, or 2) have the Contractor re-perform the scan at no additional cost to the Government.

Payment

Payment will be made for each delivery based on the quantity received and accepted. If the Government makes the correction to a defective image scan, the unit price of the scan will be deducted from payment.

Electronic Invoicing and Payment Requirements

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract. The IPP website address is: <https://www.ipp.gov>

Contract Financing – Pre-Acceptance Payments

Due to the anticipated length of time required for the Government to perform inspection and acceptance of materials submitted under this contract (90 days), a Task Order may provide for financing payments to be made for pre-acceptance delivery of materials, as follows:

- (a) Calculation. The Contractor may submit an invoice for a maximum of sixty percent (60%) of the total quantity delivered for a line item multiplied by the awarded unit price
- (b) Conditions of entitlement. Quantities received must match the quantities listed on the packing slip and invoice.
- (c) Liquidation of financing payments. Financing payments shall be liquidated by deducting from the delivery payment of each item the total unliquidated amount of installment payments made for that separately priced unit of that contract line item. The liquidation amounts for each unit of each line item shall be clearly delineated in each request for delivery payment submitted by the contractor.
- (d) Security for financing payments. In order to receive financing payments, security in the form of an irrevocable letter of credit from a federally insured financial institution shall be provided in amount equal to or greater than the amount of unliquidated financing.
- (e) Only one financing payment shall be made per line item within a month. Additional payments for any corrections or resubmittals will not be accepted. In addition to the contents in paragraph (e) in 52.232-20, the request for payment shall include "Financing Payment" and task order number, itemize the quantities by packing slip for which the payment is being requested, include the calculation(s) in paragraph (a) of this section, and include a copy of the packing slip(s).

52.232-29 -- Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions -- Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights.*

(1) No payment or other action by the Government 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 provided 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 or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of Clause)

AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within * days after the date of contract award. The conference will be held at: *.

*To be determined for each contract and task order award.

(End of Clause)

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

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of **\$2,500**, but not in excess of the **\$25,000,000.00 aggregate maximum**.

(End of clause)

52.216-19 -- Order Limitations (Oct 1995)

(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 **\$5,000,000**;

(2) Any order for a combination of items in excess of **\$15,000,000**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (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 _____ 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.

(End of Clause)

52.216-22 -- Indefinite Quantity (Oct 1995)

(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 this contract and not completed within that 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 _____ [insert date].

(End of Clause)

52.216-27 -- Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Clause)

52.223-2 -- Affirmative Procurement of Biobased Products Under Service And Construction (Sep 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
 - (b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.
 - (c) In the performance of this contract, the Contractor shall—
 - (1) Report to <http://www.sam.gov> , with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
 - (2) Submit this report not later than—
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance.
- (End of clause)

END OF ADDENDUM 52.214-4

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☒ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- X (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

X (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Jul 2015). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (F) 52.222-35, Equal Opportunity for Veterans (Jul 2010) (38 U.S.C. 4212).
- (G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) ____ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (M) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).
- (O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ATTACHMENT 1 – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SECTION 1 – GENERAL

1.0 Background

The USDA, Farm Service Agency, Aerial Photography Field Office (APFO) film vault in Salt Lake City, Utah, currently contains approximately 65,000 rolls of large format aerial film. This film consists mostly of 9"x9" black and white (60%) and color/infrared (40%) exposures, averaging 175 per roll, totaling over 10 million exposures. APFO holds film for other federal agencies, including US Forest Service, NRCS, DOI, unclassified military projects and NASA. APFO provides scanning services upon request on a reimbursable basis for use in a wide variety of purposes from geospatial applications to legal matters.

A large portion of this film will be scanned in-house by the APFO. However, due to upcoming changes significantly limiting future access to the film, this archival asset must be scanned within a two to three-year period.

The processes defined in this section are intended for initial APFO use of this contract. They may vary for other agencies issuing task orders against the contract or by APFO as opportunities for streamlining or refining processes become effective.

1.1 Scope of Work

The purpose of this contract is to provide assistance to the Farm Service Agency, Aerial Photography Field Office, as well as to other USDA agencies, in scanning large format aerial film contained in the Salt Lake City film vault, as well as other potential holdings, within a two to three year period. The scanning must be performed on photogrammetric scanning equipment to ensure delivery of quality image and support files. The film exposures are 9"x9", to include black and white, color positive, color negative, and color infrared and range in date from 1954 to current.

1.2 Intended Use

The intended use of the image scans range from geospatial applications to legal matters. Some examples of use include determination of land use and boundaries, natural resource inventory and management, and court proceedings. Image scans may later be georeferenced and orthorectified.

1.3 Location of Work

Due to the logistics, cost, and risk created by shipping film to many locations, it is the Government's preference that Contractor(s) establish scanning operations in a facility within an approximate 50 mile radius of the current storage location of the film: 2222 W. 2300 South, Salt

Lake City, UT 84119. Alternatives to a facility within this vicinity may be considered if these issues can be satisfactorily minimized.

SECTION 2 – DEFINITIONS – See Exhibit 7

SECTION 3 – GOVERNMENT FURNISHED PROPERTY, MATERIALS, INFORMATION

Government Furnished Property, Materials, Information	Quantity	Method of furnishing to Contractor
Film, contained in canister	Task Order Specific	Contractor pick-up at Government facility or other method designated in Task Order
Work Order	Task Order Specific	Contractor pick-up at Government facility or other method designated in Task Order; electronic version emailed to contractor
Film Inspection Report	Task Order Specific	Contractor pick-up at Government facility or other method designated in Task Order
Metadata Template	Task Order Specific	Provided with Task Order award
Image Header Contents	Task Order Specific	May be provided with Task Order
File Naming Convention	Task Order Specific	May be provided with Task Order
Media Labeling/Directory Structure	Task Order Specific	May be provided with Task Order
Camera Calibration Report (if available)	Task Order Specific	May be provided with Task Order

SECTION 4 – CONTRACTOR FURNISHED CRITICAL ITEMS/SERVICES

Contractor Furnished Services and Materials	Quantity	File Format	Method of Delivery to Government
Receipt of Film	Task Order Specific	Microsoft compatible (Word, PDF, etc.)	Email to Contracting Officer or official designated in Task Order
Weekly Progress and Reconciliation Report	Task Order Specific	Microsoft compatible (Word, PDF, etc.)	Email to Contracting Officer or official designated in Task Order
Packing Slip	Task Order Specific	Microsoft compatible (Word, PDF, etc.) & Hard copy	Email to Contracting Officer or official designated in Task Order Hard copy with drive delivery
Digital Image Files	Task Order Specific	Task Order Specific, Primarily TIFF	Delivery to ordering activity on media specified in Task Order, typically internal hard drive

Metadata Files	One per image, Task Order Specific	Task Order Specific, Primarily XML	Delivery to ordering activity on media specified in Task Order, typically internal hard drive
Support File (if camera calibration report provided)	One per image, Task Order Specific	Task Order Specific, Primarily TXT	Delivery to ordering activity on media specified in Task Order, typically internal hard drive
Tiff World File (Optional Item)	Task Order Specific	TFW	Delivery to ordering activity on media specified in Task Order, typically internal hard drive
Task Order Specific	Task Order Specific	Task Order Specific	Task Order Specific
Returned Film, contained in canister	Task Order Specific	N/A	Contractor delivery to APFO or other designated in Task Order upon acceptance of scans
Returned Film Report	Task Order Specific	Microsoft compatible (Word, PDF, etc.)	Email to Contracting Officer or official designated in Task Order
Film Inspection Report	Task Order Specific	Microsoft compatible (Word, PDF, etc.) & Hard Copy	Email PDF to Contracting Officer and provide hard copy with film.

SECTION 5 – PERFORMANCE WORK STATEMENT TASKS AND CRITICAL SUBTASKS

5.0 Protection of Film

The Contractor shall be properly insured or bonded for transportation of film and holding of film at facility. The contractor may elect to reject a roll of film for scanning and return it to the Government if it determines the film may be damaged in the scanning process. Damage to film due to negligence will result in a deduction from payment of \$100 per exposure.

5.1 Transportation of Film

Unless specified otherwise in Task Order,

The Contractor is responsible for transporting all film canisters from the Government's facility to the contractor's facility and return with delivery of the digital scans. The lot of the canisters will not be palletized. The contractor is responsible for loading and unloading into/from a climate controlled vehicle and will be allotted one day per week for pickup and delivery.

5.2 Receipt of Film

Unless specified otherwise in Task Order,

The contractor shall acknowledge receipt of film on the work order and return a copy to the Government.

5.3 Inspection of Film

Unless specified otherwise in Task Order,

- (a) The Government will perform a visual inspection of the film prior to pick-up by the contractor and note defects on Part 1 of the film inspection report provided to the contractor (see Exhibit 1).
- (b) The Contractor shall perform a visual inspection of the film to verify its condition prior to scanning and complete and sign the Film Inspection report, noting any additional defects in Part 2. The Contractor shall notify the Contracting Officer within one business day of discovery of any film damaged beyond repair, resulting in the inability to scan it.

5.4 Storage of Film

The Contractor shall store, secure and retain all canisters/rolls of film in a climate controlled on-site location. The Government preference is to store all film/canisters in an environment of 65°F +/-5°F and relative humidity 35% +/-5%.

5.5 Pre-Production Samples

Prior to beginning the first scanning production, the Contractor shall provide three (3) sample scans from each piece of scanning equipment on the film provided by the Government under this contract for review. The samples shall adhere to all parts of the requirements in Section 5.6. In addition, each submittal shall include a supplemental file with the make, model number, and individual identifier (name) of the scanner used. Review will be completed within five (5) business days. This process may be repeated for each task order.

5.6 Film Scanning

Unless specified otherwise in Task Order,

The Contractor shall scan film to the following requirements:

- (a) Scanning: Scans shall be performed at 12.5 microns. Scans may be resampled from a higher resolution than 12.5 microns. Scans shall cover the entire film image plus the "data strip" when present. Scans shall be "right reading" and oriented such that "north is up" on a computer screen. All images shall be uncompressed. Internal image compression is not acceptable.

When a camera calibration report exists, the Government prefers four fiducials be measured, with the appropriate support file provided.

- (b) Bit Depth and Channel Information: Each image shall be 8-bits per channel for black and white (BW), natural color (NC), or color infrared (CIR) film. BW film scans shall have one channel of information, whereas color film scans shall have three channels of information

with the following channel order: 1 – red, 2 – green, 3 – blue. Scans may be resampled down to 8-bit from a higher bit depth (e.g. 12-bit per channel)

- (c) Output File: All images shall be non-tiled Tiffs and shall comply with TIFF 6.0 specifications. Tiff Specification Reference:

<http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>

All images shall be “big-endian”

All images shall render without error (exception: spatial reference errors) in all photogrammetric software packages such as: ERDAS Imagine (2013 or newer), BAE Socet GXP, or Socet Set (5.4 or newer). All images shall open in Adobe Photoshop (CC2014 or newer)

- (d) Stretching and Dodging: All images may undergo changes through a post process such as stretching, dodging and or color balancing in an effort to achieve image quality improvement, providing the changes meet the parameters of the established radiometric values. No 0 or 255 pixel values shall be allowed within an actual photographic image extent for a BW scan, and no 0, 0, 0 or 255,255,255 pixel values shall be allowed within the actual photographic image extent for a NC or CIR scan.
- (e) Scanned Image Quality: All images shall have a histogram free of “clipping.” Every effort shall be made to preserve the detail in both the shadow and highlight areas of the original film.

Every effort should be made to scan Color film in such a way as to produce an image with realistic colors with no overall dominant hue.

In the case of Color Infrared Positive film, the Government prefers the scan be made to look like the original film, with minimal color correction.

Every effort shall be made to clean the film before scanning, to remove any dust or dirt.

Defects that reside on the film itself at the time of scanning (e.g. scratches, marks, holes, tape, etc.) will not be considered quality defects. Defects such as missing pixels or lines of pixels, partial images, missing data strips, improper orientation, improper naming convention, dust, dirt and debris on scanner glass, etc., are all rejectable defects.

- (f) Naming Convention: A standardized file naming practice shall be adhered to for all image files created as a result of the Historical Film Scanning project. All image file names shall include the Historical Film spot number (spotnum), exposure number (expnum), and the image file format type file extension (ext)

spotnum_expnum.ext

spotnum = 6 characters for the film’s assigned spot number left padded with zeros up to the specified length in the file name

expnum = 4 characters for the film's exposure number, left padded with zeros up to the specified length in the file name
ext = 3 characters for the file type extension (.tif)

Example:

The first image scan for spot number 2655 would be named **002655_0001.tif**

Supporting files shall be named the same as the image with their proper extension:

Metadata: 002655_0001.xml

(g) Image Header: Tagged Image File Format (TIFF) Requirements

1. All public tags shall conform to the TIFF Specification and shall not be modified outside of the parameters given in the specification. Use of tag numbers not specified in the TIFF Specification is not permitted.
2. Tags numbered 32,768 or higher, sometimes called private tags, are reserved and shall not be used. Enumeration constants numbered 32,768 or higher are reserved and shall not be used.
3. Tags numbered in the "reusable" 65,000-65,535 range shall not be used.
4. All image scan files shall be created using the big-endian byte order as specified in the TIFF Specification. Bytes 0-1 of the Image File Header must be "II" (4949.H).
5. All image scan files shall only have a single Image File Directory (IFD).
6. Tiled TIFF files are not allowed.

Refer to Exhibit 2, Minimum TIFF Header Information for example

5.6 Metadata

The Contractor shall create an FGDC compliant, ArcGIS 10.x compatible metadata file that cleanly parses through the USGS online metadata validation service (<http://mrddata.usgs.gov/validation>), or most current version of USGS metadata parser (MP), 2.9.32 or higher, for each image scan. The Government will provide a metadata template and dynamic fields. Refer to metadata standard FGDC-STD-001-1998 specification.

The information for the metadata fields can be obtained from the film can label and scan.

Refer to Exhibit 3, for Metadata Requirements and Dynamic Fields and to Exhibit 4, Sample Metadata File

5.7 Delivery of Image Scans

Unless specified otherwise in Task Order,

- (a) Delivery of completed rolls of image scans and all supporting files shall be within 30 days of completion of economic

- (b) F.o.B Destination:

Government facility specified in the Task Order

- (c) Media: Unless specified otherwise in the Task Order,

All digital image scans and supporting files shall be delivered on Internal SATA Hard Drives, labeled and shipped in packaging designed for their protection. The Serial Advanced Technology Attachment (SATA) 3½ inch, 3.0 Gbit/s transfer-rate hard drives, shall have a minimum rotation speed of 7,200 rpm. The SATA drives shall be formatted using Microsoft's NTFS file system. The drive shall have a minimum storage capacity that exceeds two terabytes (2TB). 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, Exhibit 5, 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. External hard drives are not acceptable for delivery to APFO.

File transfer options in lieu of media, or other methods of media delivery may be agreed to with the placement of Task Order.

- (d) File Directory Structure: Files shall be loaded onto hard drives according to the directory structure in Exhibit 6 and include a text file containing the drive contents. The hard drives shall contain the complete set of scanned images from a roll of film; images from one roll shall not be divided onto different drives.
- (e) Packing Slip: A PDF version of the packing slip shall be emailed to the Contracting Officer or designated contact upon shipment/delivery of the drives, with a hard copy enclosed with the delivery, to include:
 - 1. Contractor
 - 2. Task Order Number
 - 3. Delivery/Shipment date
 - 4. Listing of all scanned images included by spot number and frame number a listing of all scanned images
 - 5. A list of any unreconciled production, i.e. the actual content of the roll of film does not match with the work request provided by APFO.
- (e) Film Inspection Report: A PDF copy of the completed film inspection report shall be emailed to the Contracting Officer or designated contact, and hard copy provided with the return of film.

5.8 Return of Film

Unless specified otherwise in Task Order,

- (a) Film Return: Upon delivery of the digital scans, the contractor shall deliver the film/canisters un-palletized to the Government in a climate controlled vehicle on the designated day for pick-up and delivery.
- (b) Reports: Included with the returned film shall be a list of film/canisters by spot number that are contained within that delivery, as well as a copy of the completed film inspection report, annotating the film/canisters that are being returned.

5.9 Reports

Unless specified otherwise in Task Order

- (a) Weekly Progress/Reconciliation: The contractor shall provide a weekly progress report by Spot number and frame number of the frames scanned the previous week to include, but not limited to, issues pertaining to damaged imagery, production rates and or delays in production. This report is intended to be cumulative.
- (b) Calibration Report: The contractor shall provide the most recent calibration report of scanning equipment prior to first production and upon request.

SECTION 6 – OPTIONAL SERVICE AND DELIVERABLE

Optional Award Item

In addition to tiff images requested in Section 5, USDA requests an additional world file containing spatially accurate coordinates. The contents of the world file shall enable the tiff image to render digitally within correct coordinate space. Contractors desiring to offer this option are required to submit samples following the requirements described below.

Tiff World File Requirements

- a) The file name shall correspond to the associated tiff image with a .tfw file extension. (Example)
- b) The file format shall be ASCII plain text.
- c) The file shall contain 6 lines of text (pixel size in x dimension, rotation in y dimension, rotation in x dimension, pixel size in y dimension, x coordinate and y coordinate of upper left pixel) separated by a carriage return.
- d) All pixel size, rotation, dimension and unit information should correspond to the correct UTM (using the NAD83 datum) zone of the associated tiff image.
- e) The rotation parameters for x and y shall be set to 0.
- f) Example – for 1 meter pixel size for UTM Zone 19 Image -

1 – x pixel size in meters
0 – y rotation
0 – x rotation
-1 – y pixel size in meters
280564.5 – x coordinate in meters
4625849.5 – y coordinate in meters

- g) The world file parameters shall render the upper left pixel of the tiff image within 500 meters of the true ground location using the appropriate utm zone.
- h) The world file parameters shall not degrade tiff image quality by inappropriately scaling or stretching the image.
- i) World files shall be compatible with ArcGIS 10.x software.

SECTION 7 – QUALITY PERFORMANCE REQUIREMENTS SUMMARY

Individual task orders may modify this section for the specific work being ordered.

Work Statement	Performance Standard	Government Method of Assessment	Incentives or Deductions
Scanned images and Supporting Files Quality Control	Less than 1% rejection of scanned images and supporting files delivered. Rejectable image defects are those that are not artifacts from the film, including missing pixels or lines of pixels, partial images, missing data strips, improper orientation, improper naming convention, dust, dirt, or debris on scanner glass, etc.	Visual inspection and detection tools at APFO upon receipt of materials	Meeting or exceeding standard results in excellent past performance rating concerning quality. Failure to meet will result in decreasing past performance ratings depending upon percentage of defects, If rejected scan must be re-scanned, payment may be reduced by unit price.
Reports and Communication	Status reports are on time and accurate	Receipt and periodic verification of data	Meeting or exceeding standard results in excellent past performance rating on this factor. Failure to meet will result in decreasing past performance ratings.
Returned Film Condition	Film condition does not deviate from condition noted on Part 2 of the Film Inspection Report	Post-scan visual inspection of film at APFO	Meeting or exceeding (i.e. repair to film results in better condition) results in excellent past performance rating on this factor. Failure to meet will result in decreasing past performance ratings depending upon percentage of defects. Damaged film due to negligence results in payment deduction @ \$100/exposure.

SECTION 8 – SECTION 508 COMPLIANCE

SECTION 508 - ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

- (a) The task orders in this contract are subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C.794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.
- (b) The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.
- (c) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:
 - 1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
 - 2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.
- (d) The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.
- (e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

For video and multimedia applications (including training), the Contractor shall comply with the standards, policies, and procedures below:

Rehabilitation Act, Section 508, Accessibility Standards

- (f) 29 U.S.C. 794d (Rehabilitation Act as amended)
- (g) 36 CFR 1194 (508 Standards) 36
CFR Part 1194.24 (a – e) 36 CFR
Part 1194.31 (a – f)

36 CFR Part 1194.41 (a – c)

www.access-board.gov/sec508/508standards.htm (508 Standards)

(3) FAR 39.2 (Section 508)

(4) USDA Standards, policies and procedures (Section 508)

a. Information Technology – General Information

<http://www.ocio.usda.gov/508/index.html#resources>

Exhibit 1, Film Inspection Report

FILM INSPECTION REPORT FOR OUTSOURCE SERVICES

Date: _____

USDA-FSA-Aerial Photography Field Office
2222 West 2300 South Salt Lake City, Utah
84119
Phone: 801-844-2912
Fax: 801-956-3641
www.apfo.usda.gov

APFO:

PART 1. The rolls of film listed below have undergone an inspection to verify exposure range and to note film condition such as film damage or other noteworthy remarks. Sign and date.

SPOT	EXPOSURE(S)	REMARKS

APFO Additional comments:

--

Signature

Title

Date

Contractor:

PART 2. Contractor sign to acknowledge receipt of the aforementioned items. If not noted above, provide any noteworthy remarks regarding the film's condition. If any item listed appears to be severely damaged as a result of shipping or as a result of the service requested, immediately contact the Contracting Officer or designated contact. Include SPOT, ROLL, EXPOSURES affected, amplifying remarks, and the Shippers Tracking number in email or voicemail. Note below any damage occurring as a result of the services requested. If no additional remarks are necessary mark the Vendor Additional comments block with "N/A". Sign and date and ensure this form is returned to APFO along with the film. Attach additional sheets if necessary.

Contractor Additional comments:

--

Signature

Title

Date

APFO:

PART 3. Conduct return inspection, note any changes in the condition of the items listed not previously reported. Report any changes not noted in PART 1 to the Production Services Branch Chief. Sign and date.

Return inspection comments:

--

Signature

Title

Date

Exhibit 2, Minimum TIFF Header Information

TIFF Directory at offset 0x8 (8)

Subfile Type: (0 = 0x0)

Image Width: 19047 Image Length: 20448

Resolution: 800.192, 800.262 pixels/cm

Bits/Sample: 8

Compression Scheme: None

Photometric Interpretation: min-is-black

Samples/Pixel: 1

Rows/Strip: 1

Planar Configuration: single image plane

Exhibit 3, Metadata Requirements and Dynamic Fields

All metadata shall be created in accordance with the Vault contract and the FGDC-STD-001-1998 standard (the FGDC standard can be downloaded from the web at http://www.fgdc.gov/standards/standards_publications)

The following is a list of the data elements requiring a data value that must be supplied by the contractor for each Image file, these data values may be different for each item (data elements and the section numbers can be found in the standard). Description will be provided upon award of Task Order:

Vault Images:

<u>DATA ELEMENT</u>	<u>NAME</u>
8.2	Publication_Date:
8.4	Title:
9.1.1	Calendar_Date:
1.6.2.2	Place_Keyword:
8.2	Publication_Date:
2.5.1.2	Source_Scale_Denominator
2.5.1.3	Type_of_Source_Media
9.1.1	Calendar_Date:
2.5.2.3	Process_Date:
2.5.2.1	Process_Description:
6.4.2.1.5	Format_Information_Content:
6.2	Resource_Description:
7.1	Metadata_Date:

Notes:

- 1) The metadata files must follow the naming convention as specified in the contract.
- 2) Metadata must parse cleanly through the most current USGS metadata parser "mp".
- 3) The provided FGDC "Vault" metadata templates must be edited for each Image scanned and the appropriate data element values must be provided to match the accompanying product.

Exhibit 4, Sample Metadata File

Metadata:

Identification_Information:

Citation:

Citation_Information:

Originator: USDA-FSA-APFO Aerial Photography Field Office

Publication_Date: 19590902

Title: United States Forest Service (USFS)

Program FS Spot No. F1118 Roll No. 1 Exposure No.4

Geospatial_Data_Presentation_Form:

High Resolution Scanned Image

Publication_Information:

Publication_Place: Salt Lake City, Utah

Publisher: USDA-FSA-APFO Aerial Photography Field Office

Description:

Abstract:

This image was taken for the United States Forest Service. Prior to the 1970s, each forest region contracted its own flying, and requested that it be archived at APFO. When the USDA Eastern and Western Photo labs were consolidated in 1975, the new APFO was housed in the same building as the Forest Service so that they could have access to the historical film vault. APFO then contracted for and archived the film, and made prints when needed. Projects were usually for an entire forest, but sometimes they were only for a ranger district or a smaller study area. Flight plans were flexible, determined by the forests size and shape. Most projects used the standard black and white 9 x 9 film, and had minimal cloud cover. Scales were determined by the forest, and were usually 1:12,000, 1:15,840, or 1:24,000; occasionally they were 1:40,000.

Purpose:

The purpose of the Forest Service aerial photography program was to provide the agency with accurate and relatively cloud-free photographs that would assist them in the administration of forest programs by providing a base map. The stereo pairs requested by the Forest Service were used to generate contour lines for their maps.

Supplemental_Information:

Camera Report Could not be identified.

Time_Period_of_Content:

Time_Period_Information:

Single_Date/Time:

Calendar_Date: 19590902

Currentness_Reference: Ground Condition

Status:

Progress: Complete

Maintenance_and_Update_Frequency: None planned

Spatial_Domain:

Bounding_Coordinates:

West_Bounding_Coordinate: -124.75

East_Bounding_Coordinate: -67.0

North_Bounding_Coordinate: 49.0

South_Bounding_Coordinate: 24.45

Keywords:

Theme:

Theme_Keyword_Thesaurus: ISO 19115 Topic Category

Theme_Keyword: farming

Theme_Keyword: imageryBaseMapsEarthCover

Theme_Keyword: biota

Theme_Keyword: environment

Theme_Keyword_Thesaurus: None

Theme_Keyword: Digital Image scan

Theme_Keyword: Imagery

Theme_Keyword: USDA

Theme_Keyword: USFS

Theme_Keyword: United States Forest Service

Theme_Keyword: Aerial Photography

Theme_Keyword: Historical Photography

Theme_Keyword: Photographs

Place:

Place_Keyword_Thesaurus: Geographic Names Information System

Place_Keyword:

Access_Constraints: There are no limitations for access.

Use_Constraints: none

Point_of_Contact:

Contact_Information:

Contact_Organization_Primary:

Contact_Organization: Aerial Photography Field Office (APFO)

Contact_Address:

Address_Type: mailing and physical address

Address: 2222 West 2300 South

City: Salt Lake City

State_or_Province: Utah

Postal_Code: 84119-2020

Country: USA

Contact_Voice_Telephone: 801-844-2922

Contact_Facsimile_Telephone: 801-956-3653

Contact_Electronic_Mail_Address: apfo.sales@slc.usda.gov

Hours_of_Service: 0700 - 1630 MT, Monday - Friday

Contact_Instructions: <http://www.fsa.usda.gov/FSA/>

Browse_Graphic:

Browse_Graphic_File_Name: None

Browse_Graphic_File_Description: None

Browse_Graphic_File_Type: None

Data_Set_Credit:

The following Federal agencies have contributed funds to NAPP:

U.S. Department of Agriculture (USDA) Farm Services Agency (FSA), formerly known as the Agricultural Stabilization and Conservation Service (ASCS), U.S. Forest Service (USFS), National Agricultural Statistics Service, National Resources Conservation Service (NRCS), previously known as Soil Conservation Service (SCS), and from the U.S. Department of Interior (DOI): Bureau of Land Management (BLM), U.S. Geological Survey (USGS). The Tennessee Valley Authority also contributed to this project.

Security_Information:

Security_Classification_System: none

Security_Classification: unclassified

Security_Handling_Description: none

Native_Data_Set_Environment: Oracle Relational Database

Data_Quality_Information:

Logical_Consistency_Report:

National Aerial Photography Program Specifications.

Completeness_Report: None

Lineage:

Source_Information:

Source_Citation:

Citation_Information:

Originator: USDA-FSA-APFO Aerial Photography Field Office

Publication_Date: 19590902

Title: Program FS Spot No. F1118 Roll No. 1 Exposure No. 4

Geospatial_Data_Presentation_Form: High Resolution Scanned Image

Source_Scale_Denominator: 15840

Type_of_Source_Media: Original Black and White Negative Film

Source_Time_Period_of_Content:

Time_Period_Information:

Single_Date/Time:

Calendar_Date: 19590902

Source_Currentness_Reference:

Aerial Photography Date for aerial photo source.

Source_Citation_Abbreviation: FS

Source_Contribution:

United States Forest Service Specifications

Process_Step:

Process_Description:

Forest Service aerial photography projects were flown for individual forests, or smaller areas within an individual forest, with flying orientations tailored to the project areas size and shape. The photographs were obtained on 9-inch film from a predetermined altitude above mean terrain elevation. Strict specifications regarding sun angle, cloud cover, minimal stereoscopic coverage, minimal haze, color and radiometric balance, and image inspection were

Process_Date: 19590902

Process_Step:

Process_Description:

Film based aerial imagery is obtained by aircraft flying a pre-determined altitude above ground level to achieve the required scale of photography. The film, which is held at the Aerial Photography Field Office, is scanned at 12.5 microns using Leica Geosystems DSW700 photogrammetric scanners producing non-spatial TIFF format files. All scans are post-processed using Leica Geosystems FastDodge software.

Process_Date: 20150512

Cloud_Cover: 0

Distribution_Information:

Distributor:

Contact_Information:

Contact_Person_Primary:

Contact_Person: Supervisor Customer Services Section

Contact_Organization:

USDA-FSA-APFO Aerial Photography Field Office

Contact_Address:

Address_Type: mailing and physical address

Address: 2222 West 2300 South

City: Salt Lake City

State_or_Province: Utah

Postal_Code: 84119-2020

Country: USA

Contact_Voice_Telephone: 801-844-2922

Contact_Facsimile_Telephone: 801-956-3653

Contact_Electronic_Mail_Address: apfo.sales@slc.usda.gov

Hours_of_Service: 0700 - 1630 MT, Monday - Friday

Contact_Instructions: <http://www.fsa.usda.gov/FSA/>

Distribution_Liability:

In no event shall the creators, custodians, or distributors of this information be liable for any damages arising out of its use (or the inability to use it).

No warranty expressed or implied is made by the USDA regarding the use of this data, nor does the act of distribution constitute any such warranty. The USDA will warrant the delivery of this product and will offer appropriate adjustment of credit when the product is determined incorrect, or when the physical medium is delivered in damaged condition. Requests for adjustment of credit must be made within 60 days from the date of this shipment from the order site.

Standard_Order_Process:

Digital_Form:

Digital_Transfer_Information:

Format_Name: TIFF - Tagged Image File Format

Format_Information_Content: Black and White

Digital_Transfer_Option:

Offline_Option:

Offline_Media: USB Hard Disk

Recording_Format: NTFS

Offline_Option:

Offline_Media: FireWire Hard Disk

Recording_Format: NTFS

Fees:

Contact the Aerial Photography Field Office
for more information

Turnaround: Delivery Times <http://www.fsa.usda.gov/FSA/>

Resource_Description:

Program FS Spot No. F1118 Roll No. 1 Exposure No.4

Metadata_Reference_Information:

Metadata_Date:20150512

Metadata_Contact:

Contact_Information:

Contact_Organization_Primary:

Contact_Organization:

USDA-FSA-APFO Aerial Photography Field Office

Contact_Address:

Address_Type: mailing and physical address

Address: 2222 West 2300 South

City: Salt Lake City

State_or_Province: Utah

Postal_Code: 84119-2020

Country: USA


Contact_Voice_Telephone: 801-844-2922

Metadata_Standard_Name:

Content Standard for Digital Geospatial Metadata

Metadata_Standard_Version: FGDC-STD-001-1998, Version 2.0

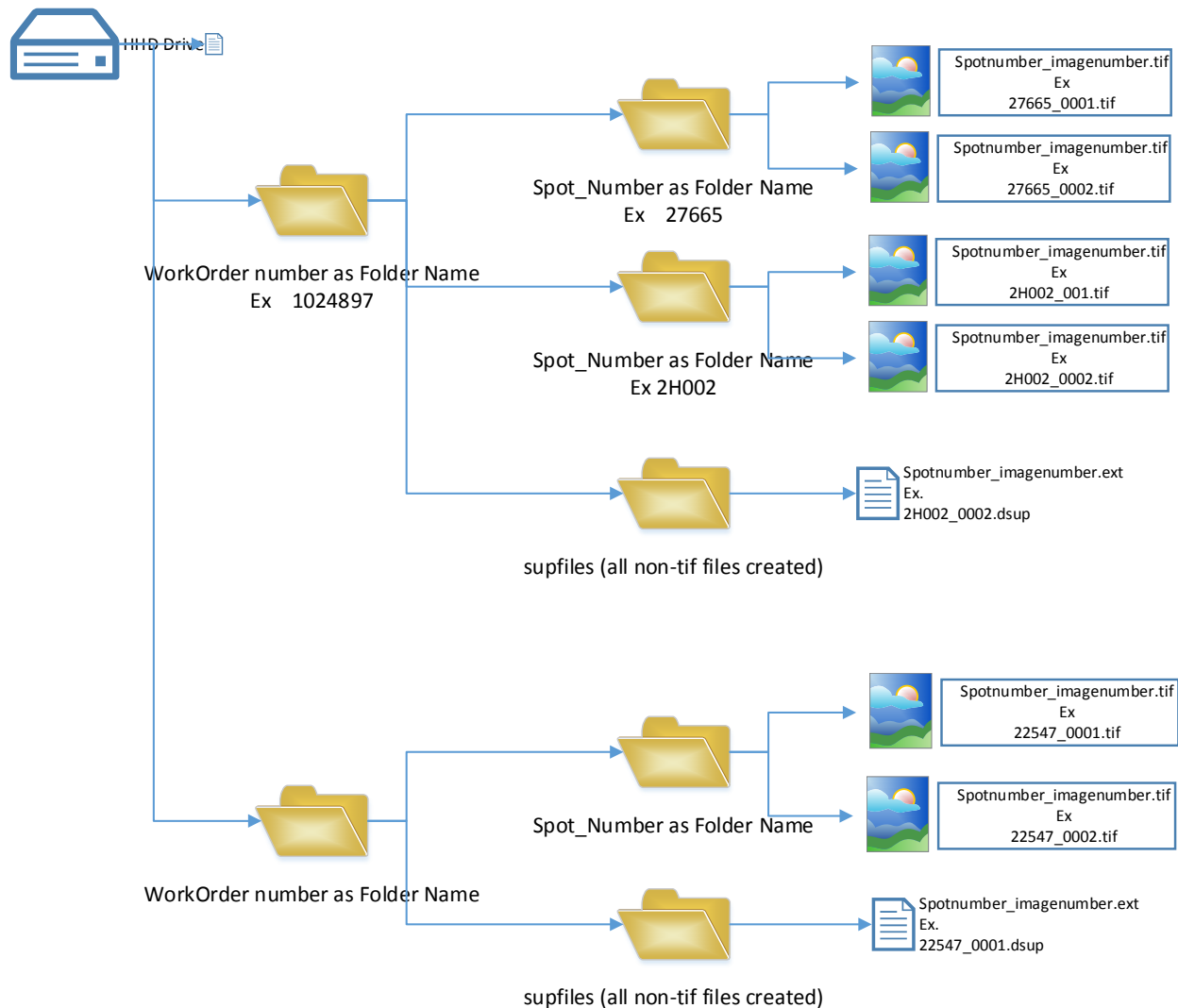
EXHIBIT 5, Hard Drive Labeling Requirements

Work Order 1234567 Spot 002655 – 002685  Farm Service Agency Produced for: Aerial Photography Field Office 2222 W. 2300 S. Salt Lake City, UT 84119-2020 Under Contract: AG-8447-C-15-ABCD TO-AG-8447-S-15-ABCD By Acme Company	Drive 1 of ____ September 27, 2015	Work Order, Spot & Drive Number (include total number when submitting multiple drives) Creation date Company logo (optional) Contract Identification
--	--	--

ELEMENT	EXAMPLE
Company name & logo	Acme Company
Task Order	AG-8447-S-15-ABCD
Creation date	September 27, 2015
Spot Number & Drive Number	002655-Drive 1

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

Exhibit 6, Hard Drive File Directory Structure



Folder structure of each HDD delivered will contain a folder under the Drive root using the work order number as the folder name.

Inside the WorkOrder folder will be a folder for each spot number which will contain their associated images. The spot number will be used for the folder name.

Each WorkOrder folder will contain ONE folder named supfolder. This folder will contain any supporting files created by the scanning process.

On the root of the HDD there will be a .txt file with a list of all files on the HDD.

27665_0001.tif

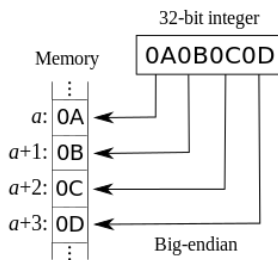
27665_0002.tif

2H002_0001.tif

2H002_0001.dsup (or .txt) etc.

Exhibit 7, Definitions

“Big-endian”- Refers to the manner in which the bytes of a word of digital data in computer memory are ordered or sequence for storage or transmission. Big-endian systems store the most-significant byte of a word at the smallest memory address and the least significant byte at the largest.



Clipping- The potential loss of image detail as indicated in a histogram.

Fiducials- A marker or an object placed in the field of view of an imaging system which appears in the image produced, for use as a point of reference or a measure. It may be either something placed into or on the imaging subject, or a mark or set of marks in the reticle of an optical instrument.

Histogram- a graphical representation of image contrast/tonal characteristics

Photogrammetric- referring to the science of making measurements from photographs. The output of photogrammetry is typically a map, drawing, measurement, or a 3D model of some real-world object or scene.

Radiometric-refers to the correction of errors resulting from a lens, sun angle and topography, or atmospheric scattering.

Resampled- To have changed the number of pixels in an image.

Stretching- modifying the brightness (intensity) values of pixels in the image according to some mapping function that specifies an output pixel brightness value for each input pixel brightness value.

Uncompressed- Refers to an image file that has not been subjected to compression algorithms, which as a result may reduce image file size or cause loss of image data.

ATTACHMENT 2 – SOLICITATION PROVISIONS AND INSTRUCTIONS

SOLICITATION PROVISIONS

Contract Financing Payments

Due to the potential length of time required for Government inspection prior to acceptance (90 days), Individual task orders may provide the option for contract financing payments. Security is required in an amount at least equal to the maximum unliquidated amount of contract financing payments to be made to the contractor. The acceptable form of security for this contract is an irrevocable letter of credit from a federally insured financial institution. The election of contract financing in offers is not evaluated for purposes of award.

INSTRUCTIONS TO OFFERORS

52.212-1 -- Instructions to Offerors -- Commercial (Apr 2014)

ADDENDUM TO 52.212-1 – Required Statements of Offerors (Refer to body of clause below for additional instructions/requirements)

The following must be submitted with the offer:

1. Pricing, Resources, Schedule and Certification submitted separately from the remaining portions of the offer (Attachment 3)
2. Technical Capability Statement (limited to 30 pages, excluding resumes and calibration reports)
3. Past Performance References

Section 1 – Pricing, Resources, Schedule and Certification

Completed and signed Attachment 3, Pricing, Resources, Schedule and completed Section 52.212-3, **Offeror Representations and Certifications -- Commercial Items (Mar 2015)**, located in this attachment.

Section 2 - Technical Capability

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 completely and accurately as possible. Data contained in Section K of the solicitation document shall be referenced in support of statements.

(A) Project Management Plan

(1) Statement of project management capability that would assure timely completion and shipment of all work by or before the required delivery schedule. Statement should include identification of a project manager, contain a project overview, data flow and business process diagrams, and a narrative statement of work philosophy. Statement should include a detailed description of planned approach, procedures, management techniques, capacities, and description of work tracking and reporting methods. It should include plans for shipping and/or physical delivery or transfer of digital and analog materials to and from the location of work.

- a. Include a listing of all owned and leased/borrowed equipment by make, model, and serial number, to be used in the work, and commitment letters to use leased/borrowed equipment. This includes for all subcontractors identified as well. See Attachment 3.
- b. Describe location of work, including physical address(s), any associated agreements or leases, and plans to mobilize to place of work. Place of work should be fully described to include square footage dedicated to various aspects of the work such as scanning, film storage, servers, etc., in addition to environmental conditions for the facility(ies).
- c. Include a subcontractor management plan which contains a list of proposed subcontractors, what work they will perform, and how their performance will be managed and monitored. Letters of commitment from subcontractors are also to be included.

(2) Communications Plan: A communication plan that addresses critical and on-going communication points throughout the project lifecycle, and which addresses communications between contractor project manager, the government's project manager, COR, and/or Contracting Officer as needed. If sub-contractors are proposed, communication between sub-contractors and prime contractor should also be addressed.

(3) Personnel Qualifications: List all key professional and technical personnel intended to perform on this contract, including Project Manager, Lead Computer Operator(s) and/or Programmer, Lead Scanning Technician, and key back-up personnel. Resumes may be provided on separate papers for the personnel listed, stating name, title, education, past experience, and years of experience.

(B) **Technical Approach**: Statement of technical approach that would assure products and/or services meet all contract specifications and requirements. Statement should include detailed description of the scanning techniques and specialized equipment and processes to be used in performance of the work. The following should be discussed in detail:

(1) Film Scanning Process: Include film storage, preparation, and handling, scanner setup, scanning procedures, file naming procedures, bit depth and channel information, stretching and dodging, how scan [quality guidance requirements in Section 5.5](#) will be met, metadata collection and creation, writing out the scanned image file, image format details, preparing the scanned data for delivery to the government, and any automation that exists

(2) Scan Samples: Provide 3 sample scans from each separate piece of proposed scanning equipment (scanner), for review. Sample images shall adhere to all parts of the scanning specification, and shall include all metadata files, proper naming convention, and so forth. In addition, each submittal should include a supplemental file with the make, model or serial number of the scanner used.

(C) **Quality Control System**

Detailed statement on contractor quality control system that will ensure all contract materials submitted for inspection are in compliance with contract specifications to include quality control of all deliverables from initial handling through shipment. Fully address processes and procedures to ensure proper record keeping, system for tracking and reporting of film and film scans while in transit and in process, and all efforts to safeguard film and associated records, digital and analog, from loss or damage while in transit and while at the location of work. Include a risk mitigation plan that ensures the

government that procedures are in place such that schedules are met, scans and film are delivered safely, and all records are accounted for. In addition, the risk mitigation plan should address causes of potential errors or problems and steps to avoid such problems before they occur or mitigate them if they do occur.

(D) Concurrent Workload

List all incomplete contracts which require performance during the approximate performance period of this contract utilizing the equipment and personnel listed herein. List shall include project name, client, and project status. This summary shall include the percent of work remaining and/or time commitments and how this workload may impact the work on this contract.

Section 3 - Past Performance

Recent and relevant past performance information may be obtained for consideration from USDA records of performance, as well as CPARS. If contracts have not been held by the offeror with the USDA within the past three years, list at least two (2) references with which the offeror has held similar contracts to include a brief description of the work, contact name, agency, location, telephone number, and email address. Federal or other government agency references are preferred if available.

-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.

END OF ADDENDUM TO FAR 52.212-1

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail

to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the

solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

EVALUATION

52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Evaluation

Technical evaluation will be made based on the statements provided as instructed in Section 2, Technical Capability, under FAR 52.212-1, Instructions to Offerors. The following evaluation criteria are listed in descending order of importance:

- (A) Project Management Plan
- (B) Technical Approach
- (C) Quality Control System
- (D) Concurrent Workload

2. Past Performance History

Past performance will be evaluated based on recent and relevant performance history contained in USDA and/or other Federal Government contract records of similar projects. Offeror's past performance will be evaluated according to the following criteria and may include other relevant factors:

- (i) USDA/Other Federal Agency contract performance record;
- (ii) Project completion record;
- (iii) Delivery schedule compliance record.

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.

3. Price

Technical and past performance, when combined, are significantly more important than price. While technical excellence and past performance are considered more significant than price, the proposed price shall be an important factor in selection for award between proposals that are substantially "equal" in technical and past performance. 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.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Mar 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is

defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and

control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to

contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(End of Provision)

ATTACHMENT 3 – OFFER PRICING, RESOURCES, AND SCHEDULE

COMPLETE, SIGN AND RETURN THE FOLLOWING BY 2:30PM MOUNTAIN TIME, TUESDAY, SEPTEMBER 8, 2015:

Company Name:	
Authorized Signature:	
Name and Title	Date

Signature constitutes acceptance of Contract terms contained in the solicitation.

PRICING

Pricing will be requested for each Task Order under this contract to ensure the best available pricing for the Government, given the current market and processes. The pricing information requested for this IDIQ contract is intended to provide an established base for decision making.

Insert pricing and quantity ranges based on the amount of work that could be performed within a one-year period.

IDIQ Contract Base Pricing – Base Year

Film Scan Type	Exposure Quantity Range	Price/Exp. for Quantity Range	Total Price for Range Minimum	Total Price for Range Maximum
B&W Positive				
B&W Negative				
B&W IR Positive				
B&W IR Negative				
Color Positive				
Color Negative				
Color Infrared				
Estimated Film Shipping/Transport*				
Estimated Media*				

Based on an average of 175 exposures per roll, ranging from 7 to 350.

*Insert estimated pricing for media (hard drives) and for shipping/transport of film from and to Government installation. Exposure prices must include facility set-up, if applicable.

Range limits and pricing for color types of film are considered a substitute for the B&W workload.

Combine multiple types of film for pricing structure if applicable.

IDIQ Contract Base Pricing – Option Year 1

Film Scan Type	Exposure Quantity Range	Price/Exp. for Quantity Range	Total Price for Range Minimum	Total Price for Range Maximum
B&W Positive				
B&W Negative				
B&W IR Positive				
B&W IR Negative				
Color Positive				
Color Negative				
Color Infrared				
Estimated Film Shipping/Transport*				
Estimated Media*				

IDIQ Contract Base Pricing – Option Year 2

Film Scan Type	Exposure Quantity Range	Price/Exp. for Quantity Range	Total Price for Range Minimum	Total Price for Range Maximum
B&W Positive				
B&W Negative				
B&W IR Positive				
B&W IR Negative				
Color Positive				
Color Negative				
Color Infrared				
Estimated Film Shipping/Transport*				
Estimated Media*				

Optional Service/Deliverable Item Pricing

The Government will consider pricing for the optional service and deliverable indicated below. Pricing this option is not mandatory for consideration for award of the scanning work in this IDIQ and will not be included in evaluation for award of contract under this solicitation. Determination to add this item will be made for individual task orders.

In addition to tiff images requested in Section 5 of Attachment 1, USDA requests pricing for an optional world file containing spatially accurate coordinates, as described in Section 6 of Attachment 1. The contents of the world file shall enable the tiff image to render digitally within correct coordinate space. Contractors desiring to offer this option are required to submit samples following the requirements described in Section 6 of Attachment 1.

Optional Service/Deliverable Item Pricing – Base Year

Quantity Range	Unit Price	Minimum Price	Maximum Price

Insert quantity ranges with unit pricing, or include pricing structure if more applicable

Optional Service/Deliverable Item Pricing – Option Year 1

Quantity Range	Unit Price	Minimum Price	Maximum Price

Insert quantity ranges with unit pricing, or include pricing structure if more applicable

Optional Service/Deliverable Item Pricing – Option Year 2

Quantity Range	Unit Price	Minimum Price	Maximum Price

Insert quantity ranges with unit pricing, or include pricing structure if more applicable

STATEMENT OF RESOURCES

SCANNING EQUIPMENT

List all scanning equipment intended to be utilized for performance of this contract.

Make/Model	Serial #	Offeror Owned (Y/N)*	Owner (If not offeror owned)	Date of Last Calibration*	Calibration Schedule

If equipment is not owned by the offeror, a letter of commitment from the owner or a signed agreement is required, including those of subcontractors.

***Calibration report or certification must be attached to offer**

KEY PERSONNEL INTENDED FOR PERFORMANCE ON THIS CONTRACT

List all key professional and technical personnel intended to perform on this contract, including Project Manager, Lead Computer Operator(s) and/or Programmer, Lead Scanning Technician, and key back-up personnel.

Name	Title	Education	Years of Experience in Function

Attach resumes to offer

LOCATION FOR PERFORMANCE OF SCANNING – SET UP REQUIRED

If setting up scanning operations near Salt Lake City, UT, is being proposed, indicate the approximate location.

--

INITIAL START-UP PERIOD

Indicate the approximate time performance of this work can begin, accounting for set-up time if applicable and consistent with the proposal.

--

ANNUAL CAPACITY FOR THIS WORK PER SCANNER

Indicate the capacity available for work on this contract by scanner each month.

Scanner	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug
Total												

Based on B&W film, 175 exposures/roll.

PREFERRED WORK SCHEDULE QUANTITY AND PERIOD

Indicate preferred schedule for receiving film with roll quantities in the desired month(s). Roll quantities for color films are considered substitute for B&W film (i.e. 10 rolls of B&W film OR 3 rolls of color). Add film types as necessary.

Film Type	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug
B&W												
Color												
Color IR												

Based on an average exposure count of 175/roll.

Example

Film Type	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug
B&W	10		10		5	5		5				10
Color	3		3		2	2		2				5
Color IR	3		3		2	2		2				5