REQUEST FOR PROPOSAL

SOLICITATION NUMBER: USDA-NRCS-2-10

REVISED WITH MODIFICATION # 1

USDA NRI & WRP CONTRACT & DIGITAL STUDY

AERIAL PHOTOGRAPHY SERVICES

U.S. DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
AERIAL PHOTOGRAPHY FIELD OFFICE

NOTICE TO OFFEROR

Any proposal submitted for this RFP must be identified with the following information labeled on the outside of the mailing package:

SOL.NO: USDA-NRCS-2-10
DUE DATE: 22-JAN-2010, 2:00 PM
RECEIVING OFFICE:CONTRACTING

Mail To: AERIAL PHOTOGRAPHY FIELD OFFICE
CONTRACTING OFFICER
2222 WEST 2300 SOUTH
SALT LAKE CITY UTAH 84119-2020

NOTICE TO PROSPECTIVE OFFERORS:

This RFP is for a firm, fixed-price single year contract covering FY 2010. The RFP has two (2) elements: Aerial Photographic Film Acquisition and a Direct Digital Orthorectified Imagery Acquisition. Offerors are cautioned that selected areas shall require both film and direct digital acquisition.

Any proposal submitted in response to this solicitation must be presented in two parts, a pricing proposal and a technical proposal. See Section L for proposal preparation instructions.

This procurement for nationwide National Resources Inventory (NRI) and Wetland Reserve Program (WRP) aerial photography is designed to promote economy and efficiency of image acquisition by providing offerors flexibility in the selection of their area of interest and quantity of sites proposed.

This RFP is subject to the Availability of Funds Clause (FAR 52.232-18), See Section G-12, Page 38.

The complete text of any or all clauses referenced herein may be obtained by submitting a request, identifying this solicitation number, to the Contracting Officer, USDA, FSA, Aerial Photography Field Office, 2222 West 2300 South, Salt Lake City, Utah 84119-2020. Complete copies of the FAR in loose-leaf or CFR form may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 AERIAL PHOTOGRAPHY SERVICES

Furnish aerial photography services and related supplies in accordance with the requirements, specifications, terms, conditions, clauses, and provisions specified herein.

1.1 Contract Pricing Proposal – Project 1, Continental United States (CONUS) NRI/ WRP

PROJECT 1 - 2010 CONUS AERIAL PHOTOGRAPHY AND SCANS OF NATIONAL RESOURCES INVENTORY (NRI) SITES AND WETLAND RESERVE PROGRAM (WRP) EXPOSURES	
COMPANY NAME:	AUTHORIZED SIGNATURE:

PROJECT 1 - PRICING PROPOSAL			
TOTAL QUANTITY OF SITES/EXPOSURES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
	NRI SITE AND SCAN	$	$
	WRP EXP AND SCAN	$	$
		GRAND TOTAL	$

PRICING PROPOSAL INSTRUCTIONS:

In the space provided below, or on a separate paper, or delineated on a map, indicate by state(s) the NRI sites and WRP exposures proposed in your offer. **You must confirm your proposed state(s)** by marking the appropriate boxes on the next page, Section 1.1 Contract Pricing Proposal – Project 1, CONUS NRI/WRP – continued, (a) State Description, Quantities, and Check List.

PLEASE NOTE: The minimum unit of offer is a complete state including all NRI sites, WRP exposures, and associated scans within that state. The minimum unit of offer also includes the direct digital imagery required for any state included in your offer (See paragraph B-1.1(b) and Project 4 for direct digital states). Please see Option Item 1, paragraph B-1.5 for orthorectification of film based imagery for the related digital NRI sites.

1.1 Contract Pricing Proposal – Project 1, CONUS NRI/WRP - continued

(a) State Description, Quantities, and Check List

The following are state NRI site and WRP exposure quantities for the 2010 CONUS requirements. Please mark the appropriate space provided below (Check Box) next to the state(s) you are offering in your task order proposal. A brief description of your proposed area is required in Section 1.1, of the previous page. Some WRP exposure quantities are estimates. Final quantities will be provided prior to contract award.

Quantities with an asterisk (*) are estimates.

CHECK BOX	STATE	NRI SITES	WRP EXPS	TOTAL (SITES + EXPS)
[ ]	ALABAMA	1,400	75	1,475
[ ]	ARIZONA	580	21	601
[ ]	ARKANSAS	1,399	1,321	2,720
[ ]	CALIFORNIA	2,023	558	2,581
[ ]	COLORADO	1,649	246	1,895
[ ]	CONNECTICUT	454	1	455
[ ]	DELAWARE	290	18	308
[ ]	FLORIDA	1,938	320	2,258
[ ]	GEORGIA	1,600	81	1,681
[ ]	IDAHO	1,599	87	1,686
[ ]	ILLINOIS	2,200	668	2,868
[ ]	INDIANA	1,500	657	2,157
[ ]	IOWA	1,749	1,454	3,203
[ ]	KANSAS	1,975	187	2,162
[ ]	KENTUCKY	1,450	185	1,635
[ ]	LOUISIANA	2,049	1,612	3,661
[ ]	MAINE	688	5	693
[ ]	MARYLAND & DC	1,028	48	1,076
[ ]	MASSACHUSETTS	612	13	625
[ ]	MICHIGAN	2,061	480	2,541
[ ]	MINNESOTA	2,350	708	3,058
[ ]	MISSISSIPPI	1,700	1,075	2,775
[ ]	MISSOURI	2,125	1,323	3,448
[ ]	MONTANA	1,474	174	1,648
[ ]	NEBRASKA	1,700	488	2,188
[ ]	NEVADA	699	2	701
[ ]	NEW HAMPSHIRE	500	11	511
[ ]	NEW JERSEY	600	36	636
[ ]	NEW MEXICO	1,375	5	1,380
[ ]	NEW YORK	1,689	892	2,581
[ ]	NORTH CAROLINA	1,572	230	1,802
[ ]	NORTH DAKOTA	1,999	445	2,444
[ ]	OHIO	1,670	406	2,076
[ ]	OKLAHOMA	1,550	368	1,918
[ ]	OREGON	1,274	287	1,561
[ ]	PENNSYLVANIA	1,800	59	1,859
[ ]	RHODE ISLAND	290	1	291
[ ]	SOUTH CAROLINA	1,249	457	1,706
[ ]	SOUTH DAKOTA	1,825	1,011	2,836
[ ]	TENNESSEE	1,550	259	1,809
[ ]	TEXAS	4,798	456	5,254
[ ]	UTAH	797	119	916
[ ]	VERMONT	550	17	567
[ ]	VIRGINIA	1,748	28	1,776
[ ]	WASHINGTON	1,365	243	1,608
[ ]	WEST VIRGINIA	826	15	841
[ ]	WISCONSIN	1,833	607	2,440
[ ]	WYOMING	924	34	958

TOTAL NRI SITES: 70,076 – CONUS
TOTAL WRP EXPS: 17,793 – CONUS
Project 1 GRAND TOTAL: 87,869 – CONUS

(b) Correlation Between Analog Film and Direct Digital States (NRI only):

(1) In states where the Direct Digital Imagery is to be acquired, any proposal submitted shall be for all imagery (aerial film and direct digital) for that state. See Section B, Paragraph 1.4, Project 4. The offeror shall either **have or have available** equipment to acquire **both film and digital** imagery.

(2) The direct digital imagery sites shall be acquired within **14 days** of the film acquisition of the corresponding sites.

1.2 Contract Pricing Proposal – Project 2, Hawaii NRI/WRP

PROJECT 2 - 2010 HAWAII AERIAL PHOTOGRAPHY AND SCANS OF NATIONAL RESOURCES INVENTORY (NRI) SITES AND WETLAND RESERVE PROGRAM (WRP) EXPOSURES			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
PROJECT 2 - PRICING PROPOSAL			
TOTAL QUANTITY OF SITES/EXPOSURES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
375 NRI SITES	NRI SITE AND SCAN	$	$
2 WRP EXPOSURES	WRP EXP AND SCAN	$	$
PRICING PROPOSAL INSTRUCTIONS: Enter your proposed unit price and total amount in the spaces provided above. **PLEASE NOTE: The minimum unit of offer is the complete state including all NRI Sites, WRP Exposure(s), and associated scans.**			

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

PROJECT 3 - 2010 PUERTO RICO AND US VIRGIN ISLANDS AERIAL PHOTOGRAPHY AND SCANS OF NATIONAL RESOURCES INVENTORY (NRI) SITES			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
PROJECT 3 - PRICING PROPOSAL			
TOTAL QUANTITY OF SITES/SCANS	UNIT	UNIT PRICE	TOTAL AMOUNT
450	NRI SITE AND SCAN	$	$
PRICING PROPOSAL INSTRUCTIONS: Enter your proposed unit price and total amount in the spaces provided above. **PLEASE NOTE: The minimum unit of offer is all NRI Sites, including scans, within Puerto Rico and the Virgin Islands project areas.**			

1.4 Contract Pricing Proposal – Project 4, CONUS Direct Digital Ortho (NRI only)

PROJECT 4 - 2010 CONUS DIRECT DIGITAL ORTHO-RECTIFIED IMAGERY OF NATIONAL RESOURCES INVENTORY (NRI) SITES	
COMPANY NAME:	AUTHORIZED SIGNATURE:

PROJECT 4 - PRICING PROPOSAL			
TOTAL QUANTITY OF SITES	UNIT	UNIT PRICE	TOTAL AMOUNT
	SITE	$	$
GRAND TOTAL	$		

PRICING PROPOSAL INSTRUCTIONS:

In the space provided below, or on a separate paper, or delineated on a map, indicate by state(s) the NRI sites proposed in your offer. **You must confirm your proposed state(s)** by marking the appropriate box(es) below. **PLEASE NOTE: The minimum unit of offer is a complete state including all NRI Sites and associated orthorectified images within that state. See Section C-8 for orthorectification requirements. The offered direct digital state(s) have a direct correlation with the CONUS film based NRI sites in Project 1. See paragraph (b) below.**

(a) State Description, Quantities, and Check List

The following are state NRI site quantities for the 2010 CONUS Direct Digital Orthorectification requirement. Please mark the appropriate space provided below (Check Box) next to the state(s) you are offering in your task order proposal. A brief description of your proposed area is required in Section 1.4, above. **PLEASE NOTE: The minimum unit of offer is a complete state or area listed below including all NRI Sites within that state or area.**

CHECK BOX	STATE	SITES
[ ]	ALABAMA	17
[ ]	IOWA	73
[ ]	KANSAS	204
[ ]	MINNESOTA	247
[ ]	MISSISSIPPI	303
[ ]	MISSOURI	116
[ ]	MONTANA	320
[ ]	NEW YORK	82
[ ]	OREGON	320
[ ]	PENNSYLVANIA	318
	TOTAL NRI SITES	**2,000**

(b) Correlation Between Analog Film and Direct Digital States (NRI only):

(1) In states where the Direct Digital Imagery is to be acquired, any proposal submitted shall be for all imagery (aerial film and direct digital) for that state. The offeror shall either **have or have available** equipment to acquire **both film and digital** imagery.
(2) The direct digital imagery sites shall be acquired within **14 days** of the film acquisition of the corresponding sites.

(c) See Exhibit 2(d) for the Project 4 Location Map.

1.5 Contract Pricing Proposal – Orthorectification of Film Based Imagery – Option Item 1

OPTION ITEM 1- ORTHORECTIFICATION of FILM BASED IMAGERY			
COMPANY NAME:		AUTHORIZED SIGNATURE:	
TOTAL QUANTITY OF ORTHOS	UNIT	UNIT PRICE	TOTAL AMOUNT
	ORTHO	$	$

Instructions: Provide pricing based on quantities from roll film at a resolution that results in a 15 cm GSD orthophoto. This option is designed for the orthorectification of the NRI film sites co-acquired with the same direct digital sites. However, this option may be applied to any NRI film site in your proposal. Please refer to Section C-8 Digital Orthorectification for the specifications for this option.

1.6 Contract Performance Period

The contract performance period for issuance of contracts for the acquisition and delivery of NRI/WRP aerial photography is: **Date of Award through December 31, 2010**.

1.7 Confidentiality Statement

Site locations of the National Resources Inventory (NRI) are "For Official Use Only" and shall remain confidential. Site locations, represented in either hardcopy or digital form, are available exclusively for use by government authorized personnel conducting resource inventory activities or other authorized use.

Before release of exact site locations, offerors must agree to, by signature, the non-disclosure statements contained herein and submit with proposal. (See Exhibit 6, Non-Disclosure Agreement and Section C-1.1(d) Confidentiality Agreement)

1.8 Intended Use of Photography

The primary use of the aerial photography is for photo interpretation, area and point delineation, and Geographic Information Systems (GIS) measurements in support of multiple natural resource management and inventory programs.

B-2 NRI & WRP PROJECT REQUIREMENTS

2.0 NATIONAL RESOURCES INVENTORY (NRI) PROGRAM REQUIREMENTS

The general scope of this task order is to procure vertical, high resolution, natural color aerial photography and associated digital scans for inventories of natural resources managed by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). The NRI imagery shall be used by NRCS to collect and measure natural resource data by means of photo interpretation and Geographic Information Systems (GIS) technologies. Within each sample, data is collected on land cover and use, soil erosion, prime farmland, wetlands, and characteristics of other natural resources.

2.1 Location of Work

The 2010 NRI Program covers a sample of 70,076 NRI Sites located in the 48 conterminous states, 375 Sites in Hawaii, and 450 Sites in Puerto Rico/US Virgin Islands as previously identified. Please refer to Exhibit 2, 2010 NRI Locations, and Attachment E, FY2010 Oversized NRI Site Location Maps.

2.2 Contract Deliverables

The deliverables for the 2010 NRI site film acquisition consist of the following:

(a) One (1) original color positive film transparency of each NRI site, cut and sleeved
(b) One (1) digital scan of each transparency
(c) One (1) orthorectified image of each transparency with associated metadata **ONLY IF OPTION 1 IS EXERCIZED**
(d) Scan Data File(s) for scanned imagery
(e) Packing slip(s) completed as instructed. See Exhibit 5.

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

2.3 Size of NRI Sample Sites

Nationally, the nominal size of a NRI sample site is approximately 160 acres (1/4 square mile). Exceptions to the nominal size include:

(a) The 13 Northeastern states where the site size is 20 seconds of latitude by 30 seconds of longitude. This corresponds to a size from approximately 97 acres in Maine to 113 acres in Virginia. In Louisiana the NRI Site size is 500 meters by 500 meters, or 61.8 acres.
(b) Various western states have 40 acre sites of irrigated areas and 640 acre sites of relatively homogeneous areas containing large tracts of range, forest, or barren land.
(c) Other exceptions also exist, with some NRI Sites either being larger than 640 acres or smaller than 40 acres.

2.4 Project Flight Plan Description – NRI Sites

(a) All NRI Sites of 500 acres or less (300 acres or less in California and Missouri; 200

acres in UT) shall be flown at flight altitudes designed to achieve a nominal photographic scale of 1:7,920, with the nominal flight altitude above ground of 1,207 meters (3,960 feet) with a 6" focal length lens.

(b) For oversize NRI Sites of 500 acres or more, (300 acres in CA, KS, or MO; 200 acres in UT) the nominal photographic scale is 1:12,000, with the nominal flight altitude above ground elevation of 1,829 meters (6,000 feet). For oversize NRI Sites greater than 900 acres within the conterminous 48 states, the nominal photographic scale is 1:15,840, with the nominal flight altitude above ground elevation of 2,414 meters (7,920 feet). There are approximately 1,338 over-size NRI Sites located in the following states:

STATE	QUANTITY	MIN. ACRES	MAX ACRES
CALIFORNIA	2	327	460
KANSAS	3	306	523
MISSOURI	14	313	480
NEBRASKA	203	553	707
NEW MEXICO	227	506	1570
SOUTH DAKOTA	373	505	706
UTAH	255	207	882
WYOMING	261	562	1084
TOTAL QUANTITY	**1,338**		

(c) Deviation from the specified flight altitude shall not exceed 2% low or 3% high. See County NRI Site Location Description listing for minimum and maximum ground elevations (Attachment B).

(d) NRI Site Flight Requirements:
(1) Flight Orientation: North - South or East - West
(2) Allowable Horizontal Deviation from Site Centroid: 109 meters (356 feet).
(3) The NRI Site Centroids shall be identified by latitude - longitude coordinates based on NAD 1983, and expressed in decimal degrees with five (5) decimal places of precision (31.50255, 87.10906).

2.5 WETLAND RESERVE PROGRAM (WRP) REQUIREMENTS

The general scope of this task order is to procure vertical, high resolution, natural color aerial photography and associated digital scans to monitor wetland protection and restoration efforts on WRP conservation easement lands. The United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) shall use the imagery collected to monitor the areas by means of photo interpretation, change detection and use of Geographic Information Systems (GIS) technologies. Within each area, data is collected on wetland restoration, recreational uses, land cover and use, structures, and characteristics of other natural resources.

2.6 Location of Work

The 10,306 easement areas are covered by approximately 18,722 WRP Exposures in the conterminous states and two (2) exposures in HI. The WRP Exposures share the same photo periods as the 2010 NRI portion of this RFP. Please refer to Exhibit 3, 2010 Wetland

Reserve Easement Locations.

2.7 Contract Deliverables

The deliverables for this Task Order consist of the following:

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

2.8 Size of Easements

The easements range in size from one (1) acre to as much as 15,382 acres and may require from one exposure to multiple exposures to provide required photographic coverage.

2.9 Project Flight Plan Description – WRP Exposures

(a) All WRP Areas shall be flown at flight altitudes designed to achieve a nominal photographic scale of 1:7,920, with the nominal flight altitude above ground of 1,207 meters (3,960 feet) with a 6" focal length lens. Deviation from the specified flight altitude shall not exceed 2% low or 3% high. Elevations for each of the WRP areas/exposures will be provided upon award

(b) The Government will provide the official flight plans indicating centroid locations of all exposures with flight line data covering the WRP Easement Areas. The official flight plan data will be provided in a set of shapefiles. The flight plans have been designed to provide physical coverage of each of the easements. Physical coverage is defined as coverage of each easement with at least 20% sidelap and 20% endlap where more than one (1) image is required. In addition to complete coverage of each easement, a minimum buffer zone of 1,320 feet, (402 meters) or (1/4 mile) is included beyond the actual boundary.

(c) The Government will provide a shape file identifying the WRP Easement boundaries covering the 10,306 individual easements that are associated with this project.

(d) Area Flight Plan Specifications:
(1) Flight Orientation: Preferred – North - South or East – West.
Note: There are areas that require non-preferred (diagonal) flight orientation. Such non-preferred orientation has been kept to the minimum practicable.
(2) The WRP Exposure Centroids within any state will be identified by county FIPS, program (WRP) and the individual centroid number. Their location is provided in latitude – longitude coordinates based on NAD 1983, and expressed in decimal degrees with six (6) decimal places of precision (31.502550, -87.109067).
(3) The Exposure Centroid Numbers [Photo_ID(s)] have been assigned by NRCS and begin at one (1) in each individual county. The numbering may not be consecutive within that county.
(4) A shapefile containing the individual flight lines for any state will be provided to assist in identifying and orienting the flight lines for that state. Flight line numbering begins at one (1) in each individual state, and continues consecutively.

B-3 GENERAL CONTRACT REQUIREMENTS

3.1 Nominal Photographic Scales:

(a) Standard Scales: 1:4,000 to 1:15,840. Predominately 1:7,920 scale.
(b) Non-Standard Scales: 1:24,000 to 1:40,000, as required.
(c) Required non-standard scale(s) will be specified where needed.

3.2 Approximate Photographic Periods:

(a) First Photo Period

Nearly all states and territories contain one or more counties with front-end extended photographic acquisition periods. These first photo period areas are designed to allow earlier photo acquisition windows for non-agricultural terrain. The First Photo Period ends when the State Photo Period(s) begins. See Exhibit 1, 2010 State Photo Periods.

(b) State Photo Periods

There are 26 separate photographic acquisition periods, covering 48 United States, that are designed to capture specific crop types during their prime growing season. These photo periods generally follow state boundaries (with exceptions in CA, NV, and TX) and range between the dates of March 1 through September 30, 2009. Five (5) states have identified 'Priority' counties. These counties shall be flown before other counties within each of the states as ground and weather conditions permit. NRI Sites with elevations above 2,438 meters (8,000 feet) have been assigned an allowable alternate flying season of August 1, through September 30, 2010 where remaining snow below the timberline will be considered acceptable. Hawaii, Puerto Rico, and the US Virgin Islands may be flown within the task order performance period (Date of Award through December 31, 2010) as ground and weather conditions permit. See Exhibit 1, 2010 State Photo Periods.

(c) See Section F-5, Performance of the Work.

3.3 Minimum Sun Angle: 30 Degrees, unless otherwise indicated in the contract.

3.4 Aerial Film Camera:

(a) Lens Focal Length(s).
  (1) Nominal Lens Focal Length: 6 inch (153mm);
  (2) Other Lens Focal Length: 8¼ inch (210mm) and 12 inch (305mm).
(b) Filter: Antivignetting and additional filters specified by individual task order(s).
(c) See Attachment A, USDA Aerial Camera Specifications.

3.5 Aerial Film:

(a) Aerial Film: Color Positive Aerial Film (Brand Names: Kodak Aerochrome III MS Film 2427, Agfa Aviphot Chrome 200 PEI, or equivalent).
  (1) Every film transparency shall be cut to the following dimensions:
    (i) Maximum Length: 25.4 cm (10 inches) long,
    (ii) Standard Film Width: 24.1 cm (9.5 inches) wide,

(2) The uniform cut-film dimensions are designed to standardize the film transparency storage requirements.

(b) See Section C-5, Aerial Film.

3.6 Film Titling:

(a) Every exposure shall be titled in accordance with the format and instructions specified herein.
(b) Agency Designators: USDA-NRCS.
(c) Site Identification Codes for the 1): NRI Sites and 2): WRP Exp Centroid names will be provided upon award.
(d) Automatic electronic titling may be permitted upon Contracting Officer's approval.
(e) See Section C-6, Titling of Aerial Photography.

3.7 Aerial Film Scanning:

(a) The general requirement for film scanning is 40 microns, approximately 600 dots per inch (DPI) using a photogrammetric quality scanner.
(b) The scans are to be delivered as Tagged Image Format File(s) (.tif(s)) on media indicated. Refer to Section C-7, Aerial Photography Scanning.

3.8 Aerial Film Orthorectification:

(a) The general requirement is for digital orthorectification of the scanned aerial photography. Refer to Section C-8, Digital Orthorectification.
(b) The output resolution of the imagery shall be approximately 600 DPI (dots per inch or pixels per inch.) The orthorectified imagery is to be delivered in Geo-referenced, Tagged Image Format Files (GeoTIFFs; .tif) on media indicated.
(c) For NRI sites where direct digital orthoimagery is also obtained, the aerial film shall be scanned and orthorectified to produce the same ground sample distance (GSD) as the direct digital orthoimagery which is 15 cm. The orthoimagery obtained from the aerial film shall be an 8 bit 3-Band product.

3.9 Direct Digital Sensors:

(a) The general requirement for this item is for a sensor capable of acquiring a standard NRI Site (160 acres square) in one pass (one flight line) at the required ground sample distance of 15 cm. The imagery is to be provided as a digitally orthorectified 8 bit 4-Band product with no more that 4 meters of offset from any absolute ground point. Refer to Section C-8, Digital Orthorectification.

(b) The orthorectified image shall be delivered as a single file covering the entire site with a nominal ¼ mile buffer. The nominal ¼ mile buffer may be adjusted if necessary to achieve the requirement of a single-pass acquisition. This adjustment will require approval of the Contracting Officer. The image may be mosaicked if necessary and all chips shall not have more than ±3 pixels offset between them and the principal chip. The orthorectified imagery is to be delivered in Geo-referenced, Tagged Image Format Files (GeoTiff's; .tif) on the media specified.

4.0 Photographic Operations

(a) Air Space Clearance:

(1) This Contract Project Area may contain areas of controlled or restricted airspace. USDA will provide a letter describing the contract program to assist in gaining access to any controlled or restricted airspace.
(2) It is the responsibility of the Contractor to obtain all approvals necessary to assure that specified altitudes are achieved.
(3) See Section H-1, for instructions for Permits and Clearances.

(b) Terrain Conditions:

(1) Photography must be secured when neither snow nor flooding obscures the ground.
(2) See Section C-3, Photographic Conditions.

(c) Progress Reports:

(1) A Progress Report is required for each day progress is made in acquiring project photography.
(2) Progress Reports shall be transmitted by e-mail following each day of progress. E-mail addresses are indicated on the form.
(3) Progress reports shall be submitted in an ASCII Text format.
(4) See Sections F-5.2 and G-4 for instructions and Section J, Exhibit 5 for sample

5.0 GOVERNMENT-FURNISHED PROPERTY

Pursuant to the Government-Furnished Property (GFP) clause (see Section I-2 of the contract) the Government shall furnish the item(s) of property listed below as GFP to the Contractor.

5.1 Exposure Data – NRI Sites

The Contractor will be furnished upon award, one (1) data text file containing the official Exposure Data and one (1) shapefile set showing the centroid location and boundary of each NRI site. The data text file contains latitude/longitude coordinates and NRI site identification data. The following data shall be furnished by the government as represented by the following sample data set (not actual site locations):

State	County	Poly-id Number	Latitude	Longitude	Elev(Ft)	Acres	Start 10	End 10	Priority
AL	Autauga	01035_040402R	32.38066	-86.66086	308	171.345	20100601	20100630	
CT	Hartford	09003_080402R	42.01980	-72.83128	446	102.622	20100701	20100815	
IN	Grant	18053_020102R	40.44244	-85.86891	846	159.695	20100701	20100930	
SC	York	45091_010101R	34.86437	-81.42939	499	158.527	20100515	20100731	Priority

The shapefile set contains the standard ESRI files (.dbf, .prj, .sbn, .sbx, .shp, and .shx.)

5.2 Exposure and Flight Line Data – WRP Project

The Contractor will be furnished upon award the following data:

(a) 2010 WRP Area Easement Locations (.pdf & .jpg) – a reference map of the project in .PDF & .JPG formats.
(b) CNTY100KCOAST – Authoritative County Shapefile Set (.dbf, .prj, .sbn, .sbx, .shp, and .shx files)
(c) STATE100KCOAST – Authoritative State Shapefile Set (.dbf, .prj, .sbn, .sbx, .shp, and .shx files)
(d) wrp_10_sample – the shapefile set (.dbf, .prj, .sbn, .sbx, .shp, and .shx files) which outlines the individual easement areas of this task order.
(e) 2010_wrp_(State Abbreviation)_fln – the shapefile set (.dbf, .prj, .shp, .shx and .txt files) which identifies the flight lines that have been assigned to this task order. The .txt file is a tab delimited text file which identifies the beginning and ending points of each of the flight lines, their nominal elevation above mean ground level, the nominal focal length of the lens in millimeters and the nominal scale of the imagery. The beginning and ending points are in degrees, minutes, seconds, and decimal seconds carried out to three (3) significant decimal places.
(f) 2010_WRP_Centroids – a folder containing the shapefile set (.dbf, .prj, .sbn, .sbx, .shp, and .shx files) which identifies the location and photo ID of every exposure associated with the 2010 WRP project. The .dbf file – us_rfp_wrp_10.dbf – indicates the state, county, photo ID, latitude, longitude, elevation in feet, flying season start and end, and whether it is in a priority county.

5.3 Packing Slips

Packing slips shall be provided for each state at time of award. These contain a listing by state and county of the quantities of NRI Sites and WRP exposures associated with each state. The instructions for filling them out are included in the header for the slip. See Exhibit 5, Packing Slip.

6.0 Non-Discrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C–1 SCOPE OF CONTRACT

The general scope of this contract is to procure vertical, high resolution, natural color or color infrared aerial photography for management and inventories of natural resources and other uses by the United States Department of Agriculture (USDA). The aerial photography and digital imagery shall be used by USDA agencies for interpretative analysis and extraction of data by means of photo interpretation and Geographic Information Systems (GIS) technologies. The data collected includes land cover and use, soil erosion, prime farmland, forest resources, wetlands, and characteristics of other natural resources.

1.1 Introduction

The contractor is responsible for furnishing vertical, high resolution, aerial photography and related deliverables in accordance with the requirements, specifications, terms, and conditions specified herein.

(a) Technical Requirements and Specifications.

The technical requirements and specifications of this contract are described in Section C which defines the essential elements in securing high quality photography. Any deviation from the specifications stated herein may cause increased time and effort in using the imagery as intended.

(b) Delivery and Performance.

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

(c) Quality Control.

Quality control shall be exercised by the Contractor continuously throughout the performance of the contract. Procedures shall be established to assure that all aerial photography and related materials are delivered in accordance with the delivery schedule and at the required level of accuracy and quality. The Contractor shall acquire immediate reflights of any photography where coverage or quality fails to meet minimum requirements of the contract specifications. USDA inspection and acceptance procedures are described in Section E.

(d) Confidentiality Agreement.

It is USDA policy that site locations of the National Resources Inventory (NRI) program are “for official use only” and shall remain confidential. Site locations, represented in either hardcopy or digital form, are available exclusively for use by government authorized personnel conducting resource inventory activities or other authorized use. Before release of exact site locations, offerors must agree to, by

signature, the non-disclosure statements contained in Exhibit 6 and submitted with the offer.

1.2 Location of Work

The NRI Sites for 2010 cover the conterminous 48 states, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Data is collected over approximately 300,000 randomly located NRI Sites. Each year a subset of approximately 70,000 NRI Sites will be inventoried. The WRP Easement Areas may be found in any of the conterminous 48 states and Hawaii. This RFP covers 10,305 Easement Areas (sites) located in the conterminous United States and one (1) in Hawaii.

1.3 Labor and Materials

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

1.4 Size of NRI Sites and WRP Easement Areas

The predominant size of a NRI sample site is approximately 160 acres (1/4 square mile.) WRP Easement Areas (sites) sizes range from less than one acre to more than 15,382 acres (24 square miles) depending on the specific agreement requirements.

C-2 EQUIPMENT REQUIREMENTS

Any equipment (aircraft and cameras, in addition to those submitted at the time of the offer) proposed to be used by the Contractor must be approved for use by the Contracting Officer. If the aircraft and camera proposed for use is not owned by the Contractor, a written statement of availability from the owner of the equipment shall be furnished to the Contracting Officer. Refer to Attachment A, USDA Aerial Camera Specifications.

2.2 Aircraft

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

(b) When the flight plan and location of any item in the proposed coverage falls within positive control airspace, the aircraft must contain the appropriate equipment to operate in such positive-control areas within the purview of the Federal Aviation Regulation.

(c) The design of the aircraft shall be such that when the camera is mounted with all its parts within the outer structure, an unobstructed field of view is obtained. The field of view shall be shielded from the exhaust gases, oil, effluence, and air turbulence.

Glass, plastic, or other window material shall not be interposed between the camera or digital image system and the ground to be imaged unless authorized by the Contracting Officer.

2.3 Navigation System

The aircraft shall have an onboard, operational, and integrated Global Positioning System (GPS) receiver with a FAA certified antenna for navigation to sample site centroids and acquisition of aerial photography over the centroid. The GPS shall be able to receive real time differential correction signals where available.

2.4 Laboratory

The Contractor's laboratory shall be adequately equipped and staffed to facilitate the production of the specified photographic materials or the Contractor shall have access to such facilities.

C-3 PHOTOGRAPHIC CONDITIONS

Photography shall be acquired during conditions when well-defined, high detail images can be resolved. It is preferred that the skies be clear, free from smoke, clouds, cloud shadows, and excessive haze. However, when overcast conditions exist, where cloud cover is uniform without shadow edges, correctly exposed well-defined images shall be acceptable. The ground shall be free from standing water (other than natural or man-made ponds and lakes), flood waters from streams which have overflowed their banks, and wet ground or snow which obscures field, soil, or crop lines.

Due to the overriding need to acquire quality imagery within the specified period, it may be necessary to acquire some images that are outside of the above requirements. Under the assumption that it may not be possible to acquire an image of the site within the required time frame because of weather or extensive ferry time to get back to the site, and an interpretable image can be acquired by deviation from the requirements; the Contractor is permitted to exercise judgment in acquiring images. USDA reserves the right to reject such imagery if it is deemed unusable for data collection.

3.1 Photographic Period

The official photographic acquisition periods are defined in Exhibit 1, 2010 State Photo Periods and Attachment D, State NRI Site and WRP Exposure Information. Generally, aerial photography acquisition is to be performed during the agricultural growth periods when vegetation has adequate canopy and greatest contrast. The beginning and ending dates of the acquisition periods will vary. Generally, the earliest **beginning date** is the **Date of Award or approximately March 15**, and the latest **ending date** is **September 30**. The Contracting Officer shall have the right to adjust the acquisition periods based on adverse weather, deviation of crop growth from normal planting and harvest dates, or other program requirements or factors.

3.2 Sun Angle Requirement

USDA desires that images be acquired only during the portion of the day when the sun angle exceeds the minimum of 30 degrees. However, to expedite acquisition within the

photo periods, USDA will accept a sun angle of not less than 20 degrees, provided the image **does not** have excessive shadows that preclude interpretation and data collection. Exceptions to this requirement shall be specified where/when needed.

3.3 Priorities for Acquiring Project Areas

The Contracting Officer may direct by written order certain areas or sites to be photographed in a priority order, weather and ground conditions permitting. All reasonable effort will be directed to providing a schedule of operations favorable to both the Government and Contractor.

C-4 FLIGHT PLAN REQUIREMENTS

The Contractor shall obtain vertical, high resolution, natural color, color infrared or black & white aerial photography in accordance with the following technical requirements.

4.1 Project Area(s) To Be Photographed

Each area or site exposure station centroid shall be identified by state, county, or region/area, unique site number, latitude/longitude coordinates, acreage, ground elevation, and acquisition period. USDA will furnish the above in a digital file as a coverage in decimal degrees compatible with Arc Info and ArcView. The site locations shall be indicated by latitude and longitude coordinate system of the North American Datum of 1983. Coordinates shall be expressed in decimal degrees with five (5) decimal places of precision. (Example: latitude 35.75502, longitude -102.37502).

(a) Coverage Requirements. Complete physical or stereoscopic photographic coverage of the site or small area shall be obtained by the Contractor. The image shall be acquired directly over the specified latitude/longitude coordinate of the exposure station centroid. In addition to complete coverage of the site, USDA requires coverage over a buffer zone beyond the actual site boundary. The minimum buffer unless otherwise specified shall be 1,320 feet, (402 meters) or (1/4 mile).

(b) Site/Area Coverage. USDA requires most sites to be on a single frame regardless of the size of the site. Contractor must adjust flight altitudes from the stated 1:7,920 nominal scale, to flight altitudes achieving a 1:12,000, 1:15,840, or smaller scale to ensure complete coverage of the larger sample sites or small area sites on one frame of film. WRP Easement Areas requiring blocked, overlapped aerial photography will have flight line information provided.

(c) Flight Direction. All flights will be oriented in either a North-South or East-West direction, however, the required project titling shall be at the north edge of the image. Some WRP sites may require non-standard flight line orientations due to the shape and placement of the Easement Areas. These will be specified in the flight line data that will be provided.

4.2 Image Scale and Flight Altitudes

The nominal photographic scale for a Standard NRI Site, which constitutes the majority of the 2010 requirements, is 1:7,920, with the nominal flight altitude above mean ground

elevation being 1,207 meters (3,960 feet) with a 6" focal length lens. For other nominal scales and flight altitudes, see table below.

SCALE	FLIGHT ALTITUDES		
	6" Lens	**8 ¼" Lens**	**12" lens**
1:4,000	N/A	N/A	1,219m (4,000')
1:7,920	1,207m (3,960')	1,661m (5,445')	N/A
1:12,000	1,829m (6,000')	2,515m (8,250')	3,658m (12,000')
1:15,840	2,414m (7,920')	3,319m (10,890')	N/A
1:24,000	3,658m (12,000')	N/A	N/A
1:40,000	6,096m (20,000')	N/A	N/A

4.3 Deviation From Specified Flight Altitudes

Deviation from the specified flight altitude shall not exceed 2% low or 3% high. For deviation from specified altitudes for nominal scales, see table below.

SCALE	DEVIATION FROM SPECIFIED FLIGHT ALTITUDES	
	2% Low	**3% High**
1:4,000	24 meters (80 feet)	37 meters (120 feet)
1:7,920	24 meters (80 feet)	37 meters (120 feet)
1:12,000	37 meters (120 feet)	55 meters (180 feet)
1:15,840	48 meters (157 feet)	73 meters (240 feet)
1:24,000	73 meters (240 feet)	110 meters (361 feet)
1:40,000	120 meters (394 feet)	181 meters (594 feet)

This chart uses a six (6) inch lens for all but the 1:4,000 Scale, which uses a 12 inch lens as a standard.

4.4 Horizontal Deviation

Deviation from the specified site exposure station centroid in excess of six (6) percent of a full frame may be cause for rejection of the site.

4.5 Crab

Any photograph crabbed in excess of five degrees (5°) as measured against a North-South orientation, may be cause for rejection.

4.6 Tilt

Exposure made with the optical axis of the camera in a vertical position is desired. Tilt (departure from the vertical) of exposure station exceeding four degrees (4°) may be cause for rejection.

C-5 AERIAL FILM

All aerial film provided for any individual contract shall be from one film type and

manufacturer and be purchased by the Contractor. All film for each **project item** shall be from the same emulsion batch. Extreme care shall be exercised to insure proper exposure and processing of the film to minimize vignetting due to differential exposure. This differential shall not exceed that which would result from a basic ¼ stop difference in exposure. All pertinent exposure information shall be supplied to the processing laboratory. The film shall be processed as soon as possible after exposure to avoid undesirable changes in the latent image.

5.1 Salient Film Characteristics

Only unexpired, fine grained, polyester base film of the type specified in the individual task order(s) shall be used. The film base shall have a nominal thickness of 4 mils and be 24.1cm (9.5 inches) wide. Natural color emulsions shall be sensitive to the entire visible spectrum plus an extended red sensitivity to approximately 720 through 750 nanometers.

5.2 Film Densities – Natural Color Positive Films

The natural color positive film will have a diffuse rms granularity value of 13 or lower (read at a net green diffuse density of 1.0 with a 48-micron aperture). Color emulsions shall be balanced for daylight exposure and the spectral sensitivity will cover the entire visible spectrum to 700 nanometers or greater.

5.3 Image Quality

(a) All film shall be properly exposed and processed according to manufacturer's specifications. Modified or non-standard processing is not permitted on this contract without prior approval from the Contracting Officer. The film shall be processed in a continuous roller transport processor to achieve consistent and uniform development throughout the roll.

(b) The color film positives shall be of such quality to produce sharp, natural color or color infrared images that provide maximum image detail. All film imagery shall be inspected and evaluated according to established industry standards for general film quality and proper exposure and processing of film.

(c) When required by the Contracting Officer to establish contract standards for color rendition, the Contractor shall supply representative samples of his work for evaluation. If approved, these shall be used as criteria for acceptance or rejection of the contract photographs.

5.4 Physical Properties

(a) All aerial film shall be free of chemicals, stains, tears, scratches, abrasions, watermarks, finger marks, lint, dirt, and other physical defects. The imagery shall be clear and sharp in detail and uniform density. It shall be free from light streaks, static marks, and other defects that would interfere with the intended purpose.

(b) All film shall be thoroughly fixed and washed to insure freedom from chemicals and shall be of archival quality.

(c) Film found to contain an excess of residual chemicals, by testing in accordance with

manufacturer's procedures, may be rejected or returned to the Contractor for refixing and rewashing.

C-6 TITLING OF AERIAL PHOTOGRAPHY

6.1 Required Titling

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

+	AZ	04001	090901B	+	8	USDA-NRCS	06-12-05	+

State Acronym: The two-letter acronym representing the state designation.

State and County FIPS: Number identifying the state and county in accordance with Federal Information Process Standards (FIPS).

Site Identification Number or WRP Exposure Code: The unique site identification, or WRP exposure number specified in the individual project.

Scale: Nominal photographic scale represented by one or two digits to the nearest thousand (8 = 1:7,920, 12 = 1:12,000).

Agency Designator: The acronym of the Government agency the image is being acquired for and used by which is USDA-NRCS.

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

6.2 Type and Size of Characters and Application

The characters used in titling film shall be standard block lettering 6.35 mm (1/4 inch) high. They shall be sharp, legible, and uniformly applied with non-flaking black ink. The titling shall be placed on the non-emulsion side of the film and may be applied by use of an ink drawing pen or stamp.

6.3 Location of Titling Characters

Identifying data shall be placed in a line along the northerly edge of the image. Titling shall be positioned so that the characters are 2.5 mm (1/10 inch) from the image edge and no closer than 2.5mm (1/10 inch) to the corner fiducials.

6.4 Automatic Titling Option

The Government may approve the use of automatic labeling/titling systems as a replacement of the standard ink titling. Contractors are required to submit color positive film samples of "auto-labeling" with similar data indicated above including any additional data such as symbol indicating north and latitude and longitude coordinates. The Contracting Officer shall evaluate the proposed titling and notify the contractor of decision to accept or reject.

6.5 Alternate or Additional Titling Requirements

The Government reserves the right to change, alter, or modify the above required titling to include agency or program specific information on the film titling. Individual task orders will clearly specify the titling required for any given program or task order.

C-7 AERIAL PHOTOGRAPHY SCANNING

7.1 Image Scanning

The scanning requirement is that individual aerial photographic images be scanned after titling and before being cut and individually sleeved where cutting and sleeving is part of the delivery requirement. The scan shall include the film image from edge to edge of the film and include the data strip and all fiducial marks associated with the image. The scans shall be clear and sharp in detail with uniform density, and free from dirt and other defects in the digital imagery in accordance with the following requirements:

(a) Resolution. Aerial photography shall be scanned such that the final product results in a 600 dots (pixels) per inch (40 micron) resolution or a resolution chosen to provide a 15 cm GSD for NRI sites being co-acquired with direct digital orthoimagery where Option 1 is awarded.

(b) Accuracy. The geometric accuracy of the scan shall be such that a Root Mean Square Error (RMSE) of 2 or less results when registering the calibrated fiducial marks to the scanned image.

(c) Histogram. The histogram of scanned images must represent all the pixels with the digital image without clipping highlight or shadow detail from the image.

(d) Color Requirements. Color balance is defined as balancing the color between the three primary colors and their complimentary secondary color. Red and cyan must be balanced. Green and magenta must be balanced. Blue and yellow must be balanced. Color saturation is achieved so that minimum colors do not look like a grayscale image and the maximum colors do not bleed into another area of the image. The scanned images shall capture red, green, and blue channels for natural color.

(e) File Format. Tagged Image Files (TIFF). Scanned files shall be submitted in accordance with the Baseline TIFF 6.0 file format as defined in the TIFF 6.0 Specifications. All baseline TIFF 6.0 files shall store data as uncompressed RGB full-color images as defined in the specification using the “little-endian” byte order and shall only contain one image file directory (IFD). All TIFF files submitted shall be readable by older applications that assume TIFF 5.0 or an earlier version of the specification. TIFFs that use designated "Extended TIFF 6.0 file" features shall not be acceptable. Features designated as "not recommended for general data interchange" are considered extensions to the Baseline TIFF 6.0 specification, and

will not be acceptable. This includes TIFFs that use one of the major new extensions such as "tiled images". In the TIFF 6.0 specification, the term "tag" refers only to the identifying number, the term "field" refers to the entire field, including the value. Tags that are defined by the TIFF specification are called public tags and shall not be modified outside of the parameters given in the latest TIFF specification. Tags numbered 32768 or higher, sometimes called private tags, are reserved and shall not be acceptable. Enumeration constants numbered 32768 or higher are reserved and shall not be acceptable. Do not choose your own tag numbers, use only those specified in the Baseline TIFF 6.0 Specification for RGB full-color. Tags numbered in the "reusable" 65000-65535 range shall not be acceptable.

(f) Media Requirements

Refer to Section D-1(c) Media

7.2 Scan File Naming Convention

The scan file naming convention shall be specified in individual Task Order Award(s) where the Scanning Option is exercised. The naming convention will generally follow the "Geospatial Datasets File Naming Standard." http://www.itc.nrcs.usda.gov/scdm/docs.htm A directory shall be created on each DVD named "<stnnn>" where <stnnn> is the Federal Information Processing Standards (FIPS) code for the state and county containing the images. State codes will be expressed as two-letter US Postal Office abbreviations (md, az, tx, etc.). County codes will be expressed as three-digit FIPS number (001, 015, etc.). Files shall be named "scan_<identifier>_<yyyy><sequence number>". The identifier shall be the five-digit FIPS code and sample identification number separated by an underscore. <yyyy> is the year the photo was acquired. <sequence number> may be added if multiple photos were taken (i.e. 1, 2, 3) to give each photo a unique name. <.tif> is the file extension.

Example:
Directory name: az001
File names: scan_04001_090901b_ 2010.tif
scan_04001_110701r_ 2010.tif
scan_04001_140501r_ 2010.tif

7.3 Scan Data File Description

Contractor shall furnish a Scan Data File in ASCII comma delimited text format containing the following data. All data elements shall be included and shall be provided in the specified order. The "Number of Characters in Field" represents the MAXIMUM number of characters for any element.

File Name: scan_data_project_(item number).txt (i.e. scan_data_project1_item1.txt)

Description	**Number of Characters in Field**
Scan File Name:	30
Scan resolution in microns	4
Samples = Columns	4

Lines = Rows	4
Camera Number (10 characters max)	10
Lens Number (10 characters max)	10
Camera Calibration Date (ddmmyyyy)	8
Exposure Date (ddmmyyyy)	8
Time of Exposure in 24 hour format (hhmm)	4
Scanner Manufacturer and Model Number: "Free text with quotations" (50 characters max)	50

Example:
scan_05109_020291r_2009.tif,40,6400,5900,1234567890,1234567890,14112005,27062007,1326,"LHS XXXXX Photogrammetric Scanner"

C-8 DIGITAL ORTHORECTIFICATION

8.1 General Requirements

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

8.2 Digital Orthoimagery

The Contractor shall provide color digital orthorectified imagery at the Ground Sample Distance specified in the individual project item(s). Photographs shall be full resolution scans as specified in Section C-7, orthorectified, and projected in the 1983 North American Datum (NAD83) and 1988 North American Vertical Datum (NAVD88), using the corresponding native Universal Transverse Mercator (UTM) zone. The orthophotos shall be mosaicked as indicated in the individual item(s) if the area of interest covers more than one photograph. Mosaics shall be tone balanced for a consistent and uniform image quality appearance that eliminates any checkerboard effect. The resulting mosaics must maintain the original color and appearance of the images that comprise the mosaic.

8.3 Direct Digital Orthoimagery

NRI sites acquired with a direct digital sensor shall be provided at a ground sample distance of 15 cm. These shall have 8-bit color depth with RGB and NIR color bands. The band order shall be RGBN. The accuracy requirement for this imagery is for no more than four (4) meters offset from any absolute control. Only one (1) image shall be provided for each site and it may be mosaicked as needed. All chips shall not have more than ±3 pixels offset between them and the principal chip of the resulting mosaic. Mosaics shall be tone balanced for a consistent and uniform image quality appearance that eliminates any checkerboard effect. The resulting mosaics must maintain the original color and appearance of the images that comprise the mosaic. Refer to Attachment C "USDA Direct-

Digital Small Area Orthoimagery Tile Specifications" for complete specifications.

8.4 Baseline Orthophoto Control Imagery

The Contractor will not be furnished any baseline orthophoto imagery to be used for photogrammetric control for creation of the products required under this contract. As such, the Contractor is required to create any necessary control data to achieve desired results in accordance with requirements specified in the individual item.

8.5 Metadata Template

(a) Metadata File. The Contractor will be furnished upon award one (1) data text file (.txt) containing a Federal Geographic Data Committee (FGDC) compliant metadata template to be used when creating the metadata as required below. The Contractor shall create a FGDC compliant, per the FGDC-STD-001-1998 specification, metadata file using the Government provided template for each orthophoto generated. The metadata must parse cleanly through the USGS metadata parser "mp" version 2.8.10 without any errors. The metadata file shall have the same file name as the orthophoto but with a ".met" extension.

(b) Auxiliary File. The Contractor shall provide an ESRI Projection compatible "aux" file for each orthophoto. The file shall use the same naming convention as the CPM but with an ".aux" extension.

8.6 References

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

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

8.7 Accuracy Requirement

The accuracy requirement for this imagery is for no more than four (4) meters offset from any absolute control.

8.8 Geo Tagged Image Files (GeoTIFF).

All orthorectified photos shall be submitted in accordance with the GeoTIFF standard as defined in the GeoTIFF Specifications.

8.9 Media Requirements

Refer to Section D-1(c) Media

(Aero triangulation Solution Report has been removed)

8.10 Orthophoto File Naming

All USDA files shall be named according to the "Geospatial Datasets File Naming Standard -- http://www.itc.nrcs.usda.gov/scdm/docs.htm." A directory shall be created on each hard drive and shall be named "<stnnn>" where <stnnn> is the Federal Information Processing Standards (FIPS) code for the state and county containing the images. State codes will be expressed as two-letter US Postal Office abbreviations (md, az, tx, etc.). County codes will be expressed as three-digit FIPS number (001, 015, etc.). Files shall be named "highres_<identifier>_<yyyy><sequence number>". The identifier shall be the five-digit FIPS code and sample identification number separated by an underscore. <yyyy> is the year the photo was acquired. <Sequence number> may be added if multiple photographs were taken (i.e. 1, 2, 3) to give each photo a unique name. **The <sequence number > entry shall be used to distinguish digital orthoimagery from the film based orthoimagery by inclusion of a letter 'a' for the analog (film based) orthoimagery and a'd' for the digital.** <.tif> is the file extension.

Example: Directory name: al001
File names: highres_01001_010101b_2010_a.tif
highres_01001_010101b_2010_d.tif
highres_01001_020202b_2010_a.tif
highres_01001_020202b_2010_d.tif
highres_01001_030303b_2010.img

PART I - THE SCHEDULE

SECTION D - PACKAGING AND MARKING

D-1 PREPARATION OF MATERIALS FOR SHIPMENT

(a) Aerial Film Rolls and Positive Film Transparencies. Unless otherwise specified in the individual Task Order, each original color positive film transparency shall be submitted cut and individually sleeved. See (b) Film Sleeves, next. Each exposure shall be cut from the original film roll with the data strip intact and unimpaired. Sites shall be assembled according to the groupings identified in the individual task order requirements. All transparencies shall be assembled by either county group or area in the same site numeric order as listed in the reference data. The assembled material shall be placed in a clear plastic bag with the county (or group) name identified on the outside.

(b) Film Sleeves. Every film transparency shall be protected and submitted in clear, sturdy archival quality polypropylene film sleeves in accordance with the following requirements:

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

(c) Digital Scan File(s) and Metadata (Text) Files. All text files shall be provided on the indicated media in their own clearly labeled directory(s).

(d) Media. All digital images, whether scans/orthos from film or the direct digital ortho imagery, shall be delivered on industry standard Serial ATA (Version I or II) Hard Drive Disks (HDs) in either 3.5 inch or 2.5 inch form factors. These shall be unenclosed (bare) drives packaged in anti-static sleeves, and shipped in containers sufficient to prevent damage to the drives. The files shall not be write-protected nor require an ‘administrator’ to access them. Each hard drive shall be labeled as to content. See Exhibit 7 for labeling requirements.

D-2 PACKAGING FOR SHIPMENT

(a) All material shall be packed for shipment in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation. Damaged materials will be replaced by the Contractor at no cost to the Government.

(b) A Government furnished packing slip form shall accompany each shipment. See Section J, Exhibit 5, Packing Slip. NOTE: The final form of the packing slip may be modified at the time of award.

D-3 SHIPPING RECEIPTS

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

D-4 SHIPPING CONTAINER MARKINGS

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

PART I -THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

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

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

(b) Inspection and acceptance will be performed at:

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

E-2 INSPECTION PROCEDURE

(a) All materials specified in Section F-1 will be inspected to determine conformance to all contract requirements and specifications. Inspections will be performed at the APFO laboratory in Salt Lake City, Utah. (Refer to FAR 52.246-2, Inspection of Supplies-Fixed Price and FAR 52.246-4, Inspection of Services-Fixed Price.)

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

(c) If any of the services do not conform to the contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

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

E-3 INSPECTION SCHEDULE

(a) The Government will make every effort to inspect all material specified within 30 calendar days after they are received at the point designated. Should the inspection procedure be delayed longer than 30 days, the Contractor will be notified of the reason(s) for delay and given the estimated completion date.

(b) Contract materials will be inspected in the order of their receipt, unless otherwise prioritized by the Government. Inspection of project areas where the photographic season is open will be given priority over projects for which the season has closed.

(c) The Contractor will be notified in writing whether the materials are satisfactory and what areas, if any, shall be re-photographed and what materials, if any, shall be remade because of non-conformity with contract requirements.

E-4 PRELIMINARY INSPECTION

(a) USDA reserves the right to call in photographic materials for incomplete project areas at any time during the contract period as deemed necessary, to determine extent of acceptability.

(b) The APFO will perform a preliminary inspection of materials that have been determined questionable from the contractor's inspection, within 2 days of receipt, provided that:

(1) The photographic season or any approved extension has not expired.
(2) In the event of rejected material which requires reflights, the contractor shall undertake such reflights prior to the end of the photographic season or approved extension.

E-5 ACCEPTANCE

(a) Final acceptance will be made after inspection by the Government of all required materials delivered at the specified destination. The delivery date is specified under Section F-3. The acceptance date shall be the date of the letter by the Government to the contractor stating all materials are acceptable and invoice may be submitted.

(b) Partial acceptance on any incomplete county will be made only after the photographic season has ended and all materials required for the partial county have been delivered, inspected, and accepted by the Government. The acceptance date shall be the date of the letter by the Government to the contractor identifying the amount of partial acceptance and referring the contractor to the Contracting Officer.

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

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

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F-1 MATERIALS TO BE DELIVERED

The materials as specified in Section B shall be delivered as required herein. All materials shall conform to requirements stated herein and become the property of the USDA.

(1) The deliverables for the 2010 NRI site film acquisition consist of the following:

(a) One (1) original color positive film transparency of each NRI site, cut and sleeved
(b) One (1) digital scan of each transparency
(c) One (1) orthorectified image of each transparency with associated metadata **ONLY IF OPTION 1 IS EXERCIZED**
(d) Scan Data File(s) for scanned imagery
(e) Packing slip(s) completed as instructed. See Exhibit 5.

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

(2) The deliverables for the 2010 WRP film acquisition consist of the following:

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

(3) The deliverables for the 2010 Digital Study, Project 4, consist of the following:

(a) One (1) orthoimage of each site, image may be a mosaic if necessary.
(b) Associated metadata for each image.

(4) The deliverables for Option Item 1 Orthoimagery from film based acquisition consist of the following:

(a) One (1) orthoimage of each site.
(b) Associated metadata for each image.

F-2 PLACE OF DELIVERY

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

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

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

Packing slip forms for individual states will be furnished to the Contractor upon award. A form must be completed and included with every shipment of goods.

2.1 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984) (FAR 52.247-35)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall -
- (1) (i) Pack and mark the shipment to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

F-3 CONTRACT DELIVERY SCHEDULE

3.1 Original Materials - Delivery Schedule

Unless otherwise specified in the RFP, all delivery materials required for all original and USDA ordered reflight aerial photography for a project shall be shipped as soon as completed but not later than 15 calendar days after the photographic season has ended, or any season extension thereof. Prompt delivery of all materials will better assure the timely inspection and prompt payment for accepted materials.

3.2 Remake Materials - Delivery Schedule

Unless otherwise specified in the task order, all remake materials requested by USDA shall be shipped as soon as possible after correction is made, but no later than 15 days after receipt in the Contractor's facility of the materials or data required to make the corrections. Signed delivery receipts will be required to verify date of receipt of such data or materials by the Contractor.

3.3 CONUS Areas: The delivery requirements for the 2010 NRI and WRP projects are designed to achieve a uniform and consistent acquisition and delivery of materials from contractors. This is to facilitate a required steady flow of NRI Site and WRP Exposure data; both film and scans, to the three NRCS Remote Sensing Labs for processing. In order to accomplish this objective, the timely acquisition of all first photo period and state photo period counties, and the prompt delivery of all materials is essential. Punctual delivery of materials will better assure timely inspection, prompt payment, and continuous delivery to the NRCS.

3.4 Hawaii and Puerto Rico/US Virgin Islands: The required delivery schedule for each of these non-CONUS areas is 30 days after the end of the flying season, or extensions thereof. The *recommended* delivery schedule is 15 days after complete acquisition of all required sites/exposures identified within a single Federal Information Processing Standard (FIPS) code.

3.5 2010 Film and Transparency:

(a) Delivery Schedule for Sites and Exposures:

(1) Deliver full county coverage of all NRI sites and/or WRP exposures at 15 day intervals throughout each flying season. Where all photography has not been acquired in a county designated with a First Photo Period, the photography shall continue to be acquired within the State Photo Period upon the contractor’s request and Government approval of a season extension. NOTE: Timely acquisition of the first photo period imagery is a factor in performance evaluation.

(2) The Government requests that every effort be made to provide both film and scanned images within the same delivery. Where this is not possible, the film should be delivered prior to the scan. Rationale: (1) NRCS requires the scanned image to begin its processing. (2) The scan cannot be inspected and accepted without the accompanying film image.

(3) Final delivery of all sites shall occur no later than 15 calendar days after the First Photo Period has ended, or any season extension thereof.

(b) Delivery Schedule for Scanned Imagery

(1) NRI and WRP scanned imagery shall be delivered on industry standard Serial ATA (Version I or II) Hard Drive Disks (HDs) in either 3.5 inch or 2.5 inch form factors. These shall be unenclosed (bare) drives packaged in anti-static sleeves, and shipped in containers sufficient to prevent damage to the drives. The files shall not be write-protected nor require an 'administrative password' to access them. It is the government's preference for contractors to coordinate, as closely as possible, the delivery of associated film and scanned products to avoid any delay in the inspection process. The scanned imagery shall be full county coverage for either the NRI or WRP products.

(2) The required final delivery date for all scanned imagery shall be 30 calendar days after the end of the last photographic period or any extension thereof. The hard drive may contain more than one state.

(c) 2010 First Photo Periods:

The following delivery schedule shows the ***final delivery date***, established 15 days from the end of the First Photo Period dates: .

State Group	First Photo Period Counties Photo Acquisition Dates	Required Date of Final Delivery
GA NC SC VA	NTP – March 15, 2010	March 30, 2010
FL	NTP – April 15, 2010	April 30, 2010
CA(W)	NTP – May 1, 2010	May 16, 2010
KS, NM, AZ	NTP – May 15, 2010	May 30, 2010
ID MS NV OH OR TX(E) UT WY	NTP – June 15, 2010	June 30, 2010
CO CT IL IN KY ME MA MI MN MO NH OK RI TN TX(W) WI	NTP – July 1, 2010	July 16, 2010
NY VT WV	NTP – July 15, 2010	July 30, 2010
AL CA(N) TX(S) ND SD WA	NTP – June 1, 2010	June 16, 2010
AR LA NE PA	NTP – August 1, 2010	August 16, 2010
MD&DC NJ	NTP – August 15, 2010	August 30, 2010

NTP = Notice to Proceed (Estimated prior to March 1, 2010)

(d) 2010 State Photo Periods:

The following delivery schedule shows the ***final delivery date***, established 15 days from the end of the State Photo Period dates:

State Group	State Photo Period Counties Photo Acquisition Dates	Required Date of Final Delivery
1. GA NC SC VA	March 15 – May 15, 2010	May 30, 2010
2. CA(S)	March 15 – May 31, 2010	June 15, 2010
3. FL	April 15 – June 15, 2010	June 30, 2010
4. CA(W)	May 1 – July 31, 2010	August 15, 2010
5. KS	May 15 – July 15, 2010	July 30, 2010
6. NM	May 15 – August 15, 2010	August 30, 2010
7. AZ	May 15 – Sept. 30, 2010	October 15, 2010
8. AL	June 1 – June 30, 2010	July 15, 2010
9. TX(S)	June 1 – July 15, 2010	July 30, 2010
10. ND SD	June 1 – July 31, 2010	August 15, 2010
11. WA	June 1 – August 15, 2010	August 30, 2010
12. CA(N)	June 1 – Sept. 30, 2010	October 15, 2010
13. MS	June 15 – July 15, 2010	July 30, 2010
14. ID MT OR NV TX(E) UT	June 15 – July 31, 2010	August 15, 2010
15. WY	June 15 – August 15, 2010	August 30, 2010
16. OH	June 15 – Sept. 30, 2010	October 15, 2010
17. IL MN	July 1 – July 31, 2010	August 15, 2010
18. CO CT OK MA ME RI TX(W) NH	July 1 – August 15, 2010	August 30, 2010
19. IA KY MO TN WI	July 1 – August 31, 2010	Sept.15, 2010
20. IN MI	July 1 – Sept. 30, 2010	October 15, 2010
21. WV	July 15 – August 15, 2010	August 30, 2010
22. NY VT	July 15 – Sept. 15, 2010	Sept. 30, 2010
23. PA	Aug. 1 – Aug. 31, 2010	Sept. 15, 2010
24. AR LA NE	Aug. 1 – Sept. 30, 2010	October 15, 2010
25. DE MD NJ	Aug. 15 – Sept. 15, 2010	Sept. 30, 2010

3.6 Direct Digital Orthoimagery & Film Orthoimagery Option Delivery

The direct digital orthoimagery and any Option 1 - film based orthoimagery - shall match the Final Delivery Schedule for the scanned film images.

F-4 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall: furnish all materials, superintendence, labor, transportations, and

equipment; execute and complete the aerial photography of the area(s) specified and deliver to the USDA the materials called for; execute all work expeditiously, to the satisfaction of the Contracting Officer or authorized Contracting Officer's Representative(s).

F-5 PERFORMANCE OF THE WORK

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

5.1 Notice To Proceed

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

5.2 Progress Reports

(a) Progress Reports indicating the progress made in acquiring project aerial photography shall be prepared and E-mailed in accordance with instructions on the report form. Reports shall be submitted only for days performance was accomplished. Reports shall contain a listing of sites or areas flown that date and shall be submitted in ASCII Text format. See Section J, Exhibit 4

(b) Each progress report shall be sent not later than the day following performance to the E-mail address indicated on the form. In the event that day is a holiday or non-business day, the report shall be sent on the next business day. One copy of the report shall be sent to the e-mail address listed on the progress report form.

(c) Separate reports are required for each project item. Such "next day" reporting shall start when the Contractor receives the Notice to Proceed, and continue until the item is completed or the photo season and any extension(s) thereof end.

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

5.3 Photographic Season Extension

(a) The Government reserves the right to extend the photographic season of this contract beyond the approximate photographic period indicated in this RFP. A lower minimum sun angle requirement may be necessary to allow the season extension.

(b) The Government may extend the season of this contract, at no increase in price, by written notice to the Contractor at any time prior to the end of the photographic

season. (Refer to FAR 52.217-08 "Option to Extend Services".)

5.4 Extension of the Term of the Contract

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

The Government reserves the right to extend the term of the contract if all photography under the contract has not been secured within the photographic period, through no fault of the Contractor.

The Government may extend the term of this contract, at no increase in price, by written notice to the Contractor within six (6) months after the photographic season has ended. The Contracting Officer may exercise this option twice. (Refer to FAR 52.217-09 “Option to Extend the Term of the Contract”.)

F-6 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-02)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

52.242-15 Stop Work Order (AUG 1989)
52.242-17 Government Delay of Work (APR 1984)

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACTING OFFICE

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

Communications shall be directed to:

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

Telephone (801) 844-2910
Facsimile (801) 956-3640
E-mail: contracts@apfo.usda.gov

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

G-2 CONTRACTING OFFICER'S REPRESENTATIVE

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

G-3 CONTRACT INTERPRETATION

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

3.1 Discrepancies

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

G-4 PROGRESS REPORTS

Progress Reports are required for this contract and report forms will be furnished by the Contracting Officer. If completion instructions contained in the report (see Section J, Exhibit 5) are not adequate, contact the Contracting Officer for clarification. It is essential that all items of information requested on the report be provided. Progress Reports shall be prepared and submitted for performance periods during the photographic season as stated in Section F-5.2. Failure to comply with this requirement may result in $25,000 or 5 percent of the contract amount, whichever is less, being withheld from payment. (Refer to FAR 52.242-2, Production Progress Reports.)

G-5 PACKING SLIP

Packing slips are required for this contract and forms will be furnished by the Contracting Officer. Please refer to instructions contained in the packing slip (see Section J, Exhibit 4). It is essential that all items of information requested on the report be provided. Packing slips shall be prepared and submitted for all shipments of NRI Sites to APFO.

G-6 SUBCONTRACTS

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer to determine acceptability and approval of the anticipated subcontractor’s equipment to be used.

G-7 CHARGES TO CONTRACTOR

The USDA may, at its option, correct deficiencies found to exist in connection with photographic materials submitted by the Contractor and deduct from the Contractor's vouchers the cost thereof to the Government. When the deficiencies to be corrected are such that the cost exceeds $100.00 at current prices, such corrections will be made only with the prior approval of the Contractor, except in the event of termination for default.

G-8 PARTIAL PAYMENTS

Full payment with respect to each completed area (county or state) within the project item, will be made upon final acceptance of all work in connection with any such area. Partial payments may be requested and invoiced for all completed and accepted areas on the first day of each month. Such payment is partial payment of the contract and shall be approved by the Contracting Officer under the conditions stated in FAR 52.232-1, Payments.

G-9 PAYMENT DUE DATE

The required payment date will be 30 calendar days after:

(a) The date of actual receipt of a proper invoice by the office designated to receive the invoice, or the date all contract deliverables are accepted, whichever is later.

(b) The date of the check issued in payment or the date of the payment by electronic funds transfer shall be considered to be the date payment is made.

G-10 INTEREST ON OVERDUE PAYMENTS

(a) The Prompt Payment Act, Public Law 100-496 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G-11 INVOICES

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

(a) Name and address of the contractor.
(b) Invoice date.
(b) Contract number or other authorization for supplies delivered or services performed.
(c) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
(d) Shipping and payment terms.
(e) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(f) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
(g) Any other information or documentation required by the contract.
(h) While not required, contractors are strongly encouraged to assign an identification number to each invoice.

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

G-12 Availability of Funds (FAR 52.232-18, APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 PERMITS AND CLEARANCES

It shall be the responsibility of the Contractor to determine and secure all necessary permits and clearances for controlled or restricted airspace areas. The Contractor shall contact the Federal Aviation Administration (FAA) watch supervisor in charge of the Air Traffic Control (ATC) facility to gain approval to operate within controlled airspace. It is suggested that pre-flight coordination, at least one week in advance, will result in better communication. The FAA suggests that on the day of the flight the photo mission pilot contact the ATC facility and:

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

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

H-2 AIRCRAFT REGULATIONS AND CERTIFICATIONS

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

H-3 OWNERSHIP OF PHOTOGRAPHIC MATERIALS

All original photographic materials shall become the property of the Government upon formal acceptance. See FAR 52.246-16, Responsibility For Supplies. No reproductions shall be made prior to inspection by the Government unless specified in the contract or authorized by the Contracting Officer.

H-4 NOTICE TO THE GOVERNMENT OF DELAY

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

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

H-5 WAGE DETERMINATION

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

Wage Determination number 1995-0222, Revision 29, dated December 4, 2009 will be applicable for Contractors located nationwide. See Section J, Exhibit 9, Wage Determination.

H-6 INDUSTRY SMALL BUSINESS STANDARD

The small business industry size standard for the type of services covered by this procurement, under NAICS Code 541922 (previously SIC code 7389), is the average annual receipts of the concern and its affiliates for the preceding three (3) years not in excess of $7 million.

H-7 PERMITS AND RESPONSIBILITIES (Nov. 1991)(FAR 52.236-7)

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

Employee Class	Monetary Wage - Fringe Benefits
Aircraft Pilot	$46,000
Aerial Photographer	$23,000
Photo Lab Technician	$22,000

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

52.202-01 Definitions (JUL 2004)

52.203-03 Gratuities (APR 1984)

52.203-05 Covenant Against Contingent Fees (APR 1984)

52.203-06 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-07 Anti-Kickback Procedures (JUL 1995)

52.203-08 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)

52.204-04 Printing/Copying Double-Sided on Recycled Paper (AUG 2000)

52.204-07 Central Contractor Registration (APR 2008)

52.204-08 Annual Representations and Certifications (FEB 2009)

52.209-06 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)

52.211-05 Material Requirements (AUG 2000)

52.215-02 Audit and Records - Negotiation (MAR 2009)

52.215-08 Order of Precedence - Uniform Contract Format (OCT 1997)

52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)

52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997)

52.215-14 Integrity of Unit Prices (OCT 1997)

52.216-27 Single or Multiple Awards (OCT 1995)

52.217-08 Option to Extend Services (NOV 1999)

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

52.219-04 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2004)

52.219-08 Utilization of Small Business Concerns (MAY 2004)

52.219-09 Small Business Subcontracting Plan (APR 2008)

52.222-03 Convict Labor (JUN 2003)

52.222-04 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)

52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)

52.223-06 Drug-Free Workplace (MAY 2001)

52.223-14 Toxic Chemical Release Reporting (AUG 2003)

52.225-03 Buy American Act - North American Free Trade Agreement - Israeli Trade Act (FEB 2009)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.227-01 Authorization and Consent (DEC 2007)

52.227-03 Patent Indemnity (APR 1984)

52.227-14 Rights in Data - General - Alternate I (DEC 2007)

52.229-03 Federal, State, and Local Taxes (APR 2003)

52.232-01 Payments (APR 1984)

52.232-08 Discounts for Prompt Payment (FEB 2002)

52.232-09 Limitation on Withholding of Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-17 Interest (OCT 2008)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2008)

52.233-01 Disputes (JUL 2002)

52.233-03 Protest After Award (AUG 1996)

52.242-02 Production Progress Reports (APR 1991)

52.242-13 Bankruptcy (JUL 1995)

52.243-01 Changes - Fixed Price - Alternate II (AUG 1987)

52.246-25 Limitation of Liability - Services (FEB 1997)

52.248-01 Value Engineering (FEB 2000)

52.249-04 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)

52.249-08 Default (Fixed-Price Supply and Service) (APR 1984)

52.253-01 Computer Generated Forms (JAN 1991)

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

SECTION J - LIST OF ATTACHMENTS

EXHIBIT	DESCRIPTION	PAGE
Exhibit 1	2010 State Photo Periods (1 page)	46
Exhibit 2	2010 NRI Locations (4 pages)	47-49.1
Exhibit 3	2010 Wetland Reserve Easement Locations	50
Exhibit 4	Progress Report (1 page)	51
Exhibit 5	Packing Slip (1 page)	52
Exhibit 6	Non-Disclosure Agreement (2 pages)	53 - 54
Exhibit 7	Serial ATA (SATA) I or II Hard Drive Label (1 page)	55
Exhibit 8	Glossary and Definitions (1 page)	56
Exhibit 9	Wage Determination (3 pages)	57 - 59

Attachment A	USDA Aerial Film Camera Specifications (8 pages)	Separate Attachment
Attachment B	Direct Digital Camera Specifications for 2010 NRCS Digital Study (4 pages)	Separate Attachment
Attachment C	USDA Direct Digital Small Area Orthoimagery Tile Specification (15 pages)	Separate Attachment
Attachment D	State NRI Site and WRP Exposure Information (5 pages)	Separate Attachment
Attachment E	FY 2010 Oversized NRI Location Maps (9 Pages)	Separate Attachment

EXHIBIT 1

2010 State Photo Periods

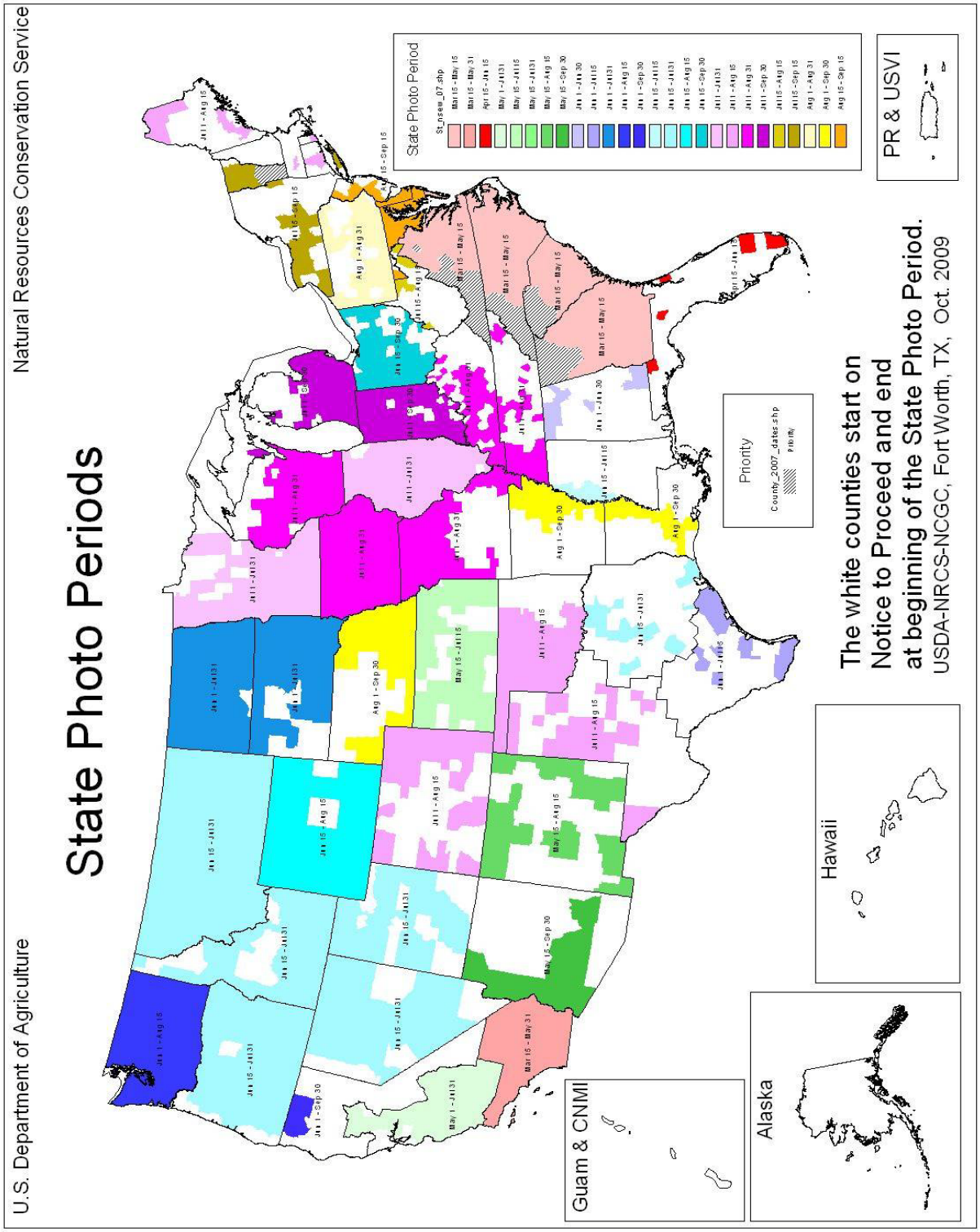


EXHIBIT 2(a)
2010 NRI Locations (4 Pages)

2010 NRI CONUS Sample (70,076 Sites)

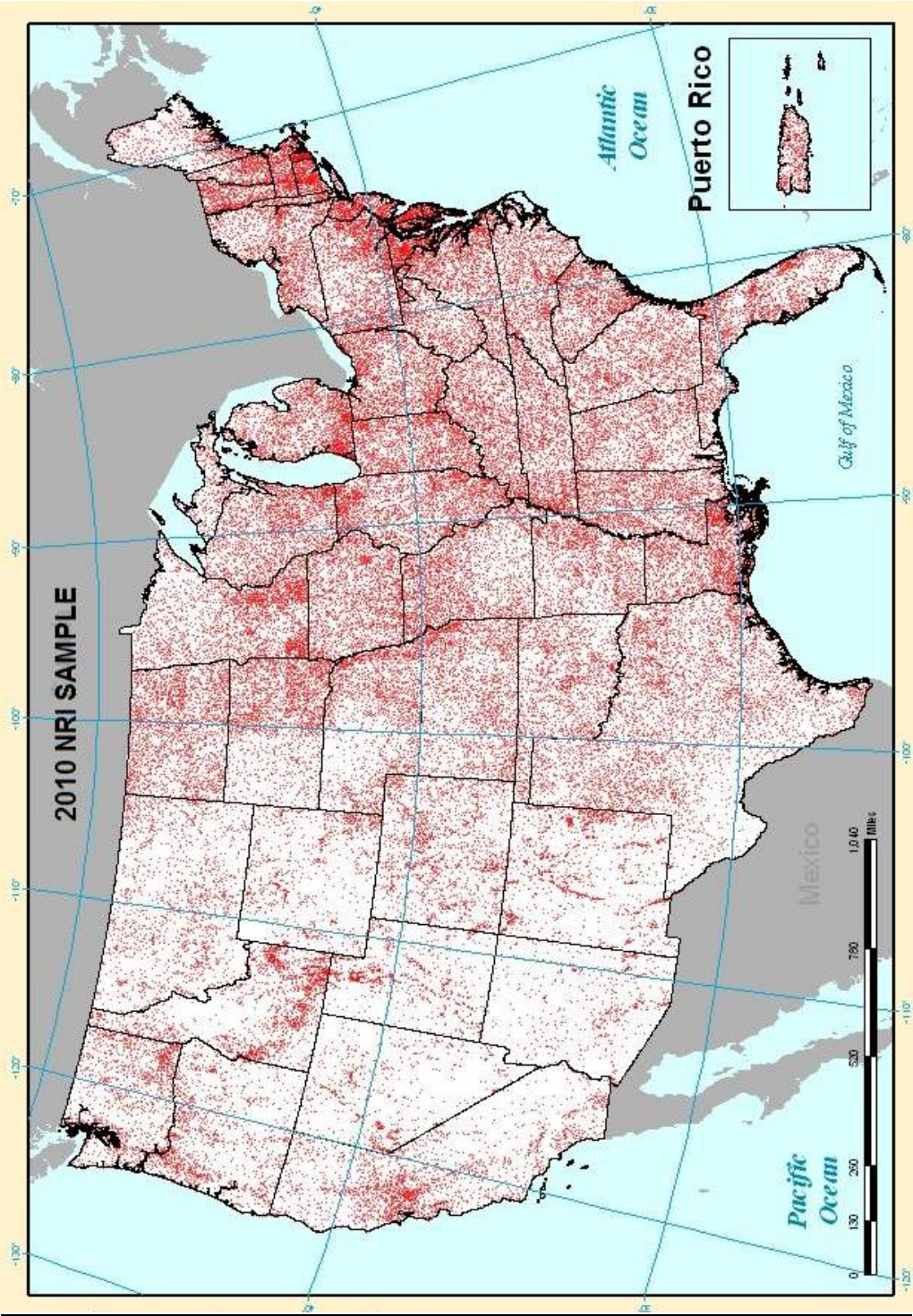


EXHIBIT 2(b)
2010 NRI Locations (4 Pages)

2010 NRI Hawaii (375 Sites)

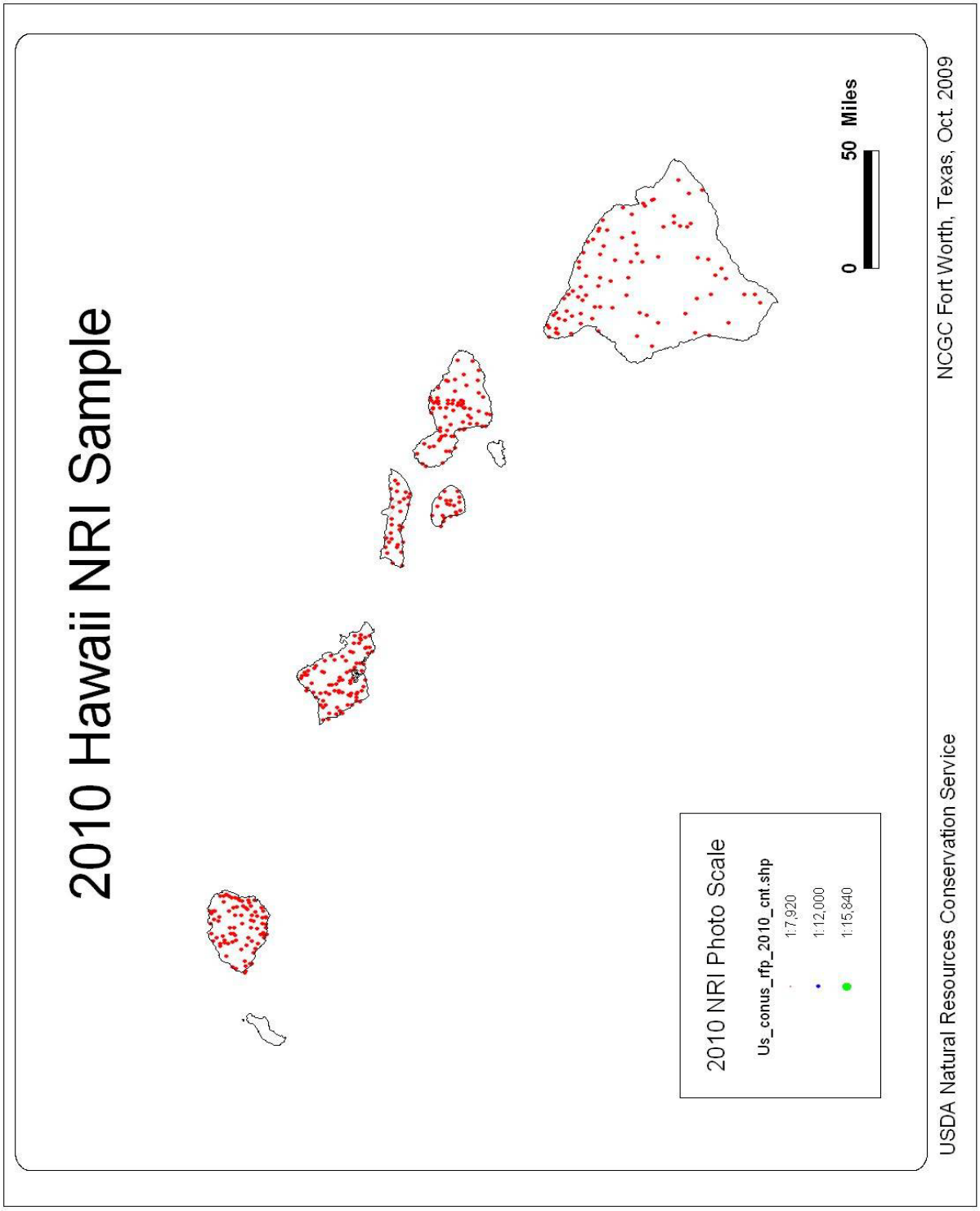


EXHIBIT 2(c)
2010 NRI Locations (4 Pages)

2010 NRI Puerto Rico and the US Virgin Islands (450 Sites)

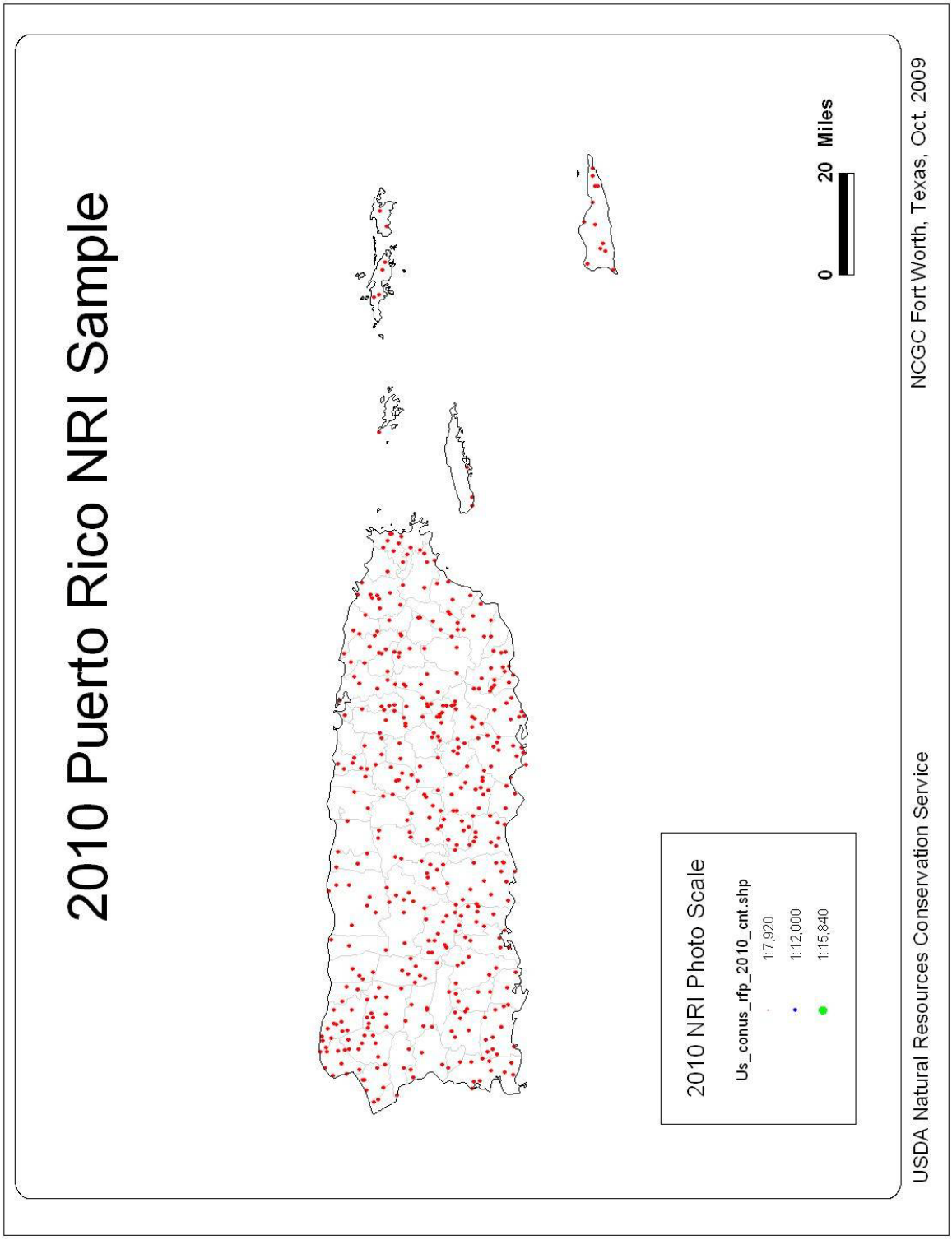


EXHIBIT 2(d)
2010 NRI Locations (4 Pages)

2010 CONUS NRI DIGITAL SPECIAL STUDY SAMPLE (2000 Sites)

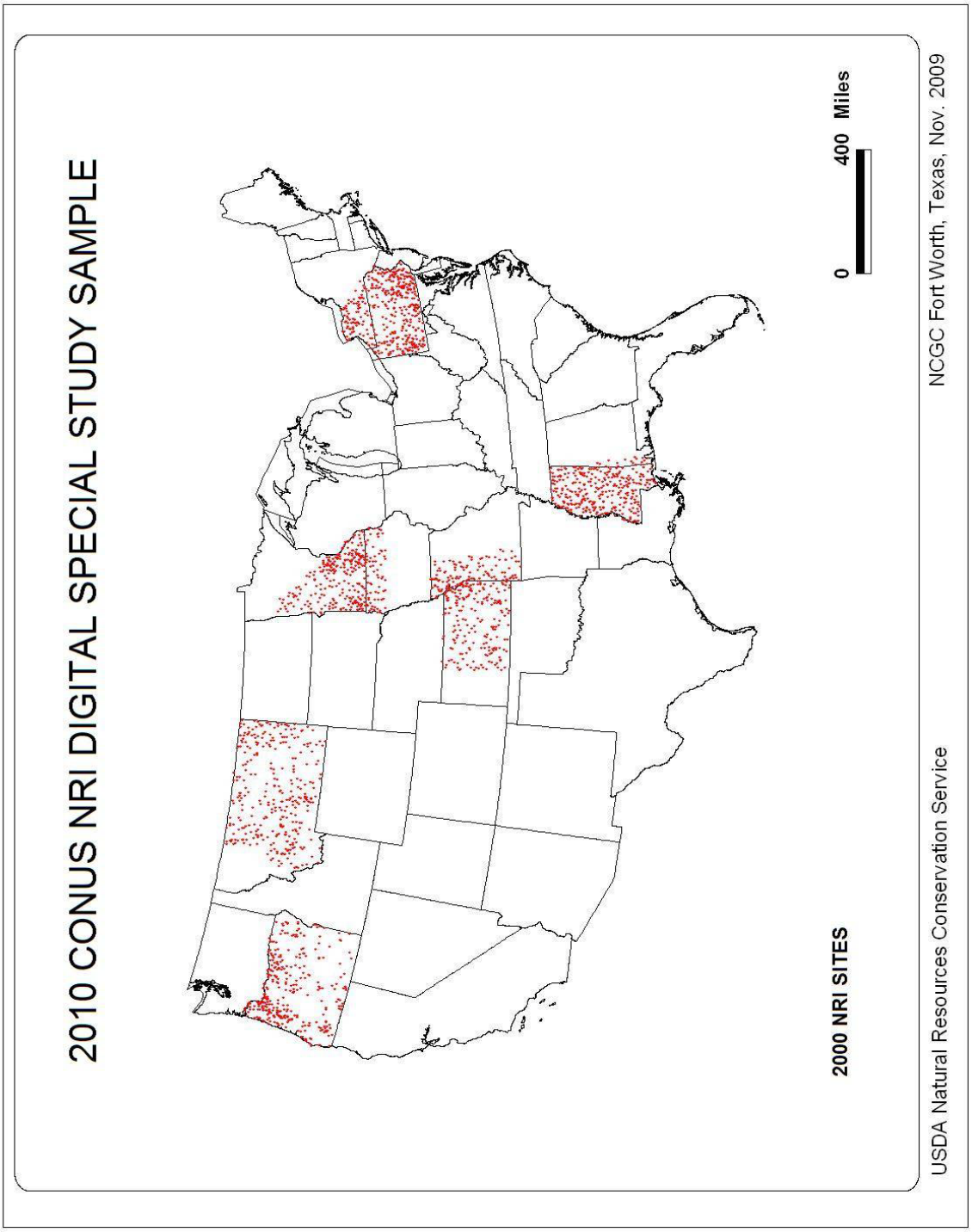


EXHIBIT 3

Wetland Reserve Easement Locations

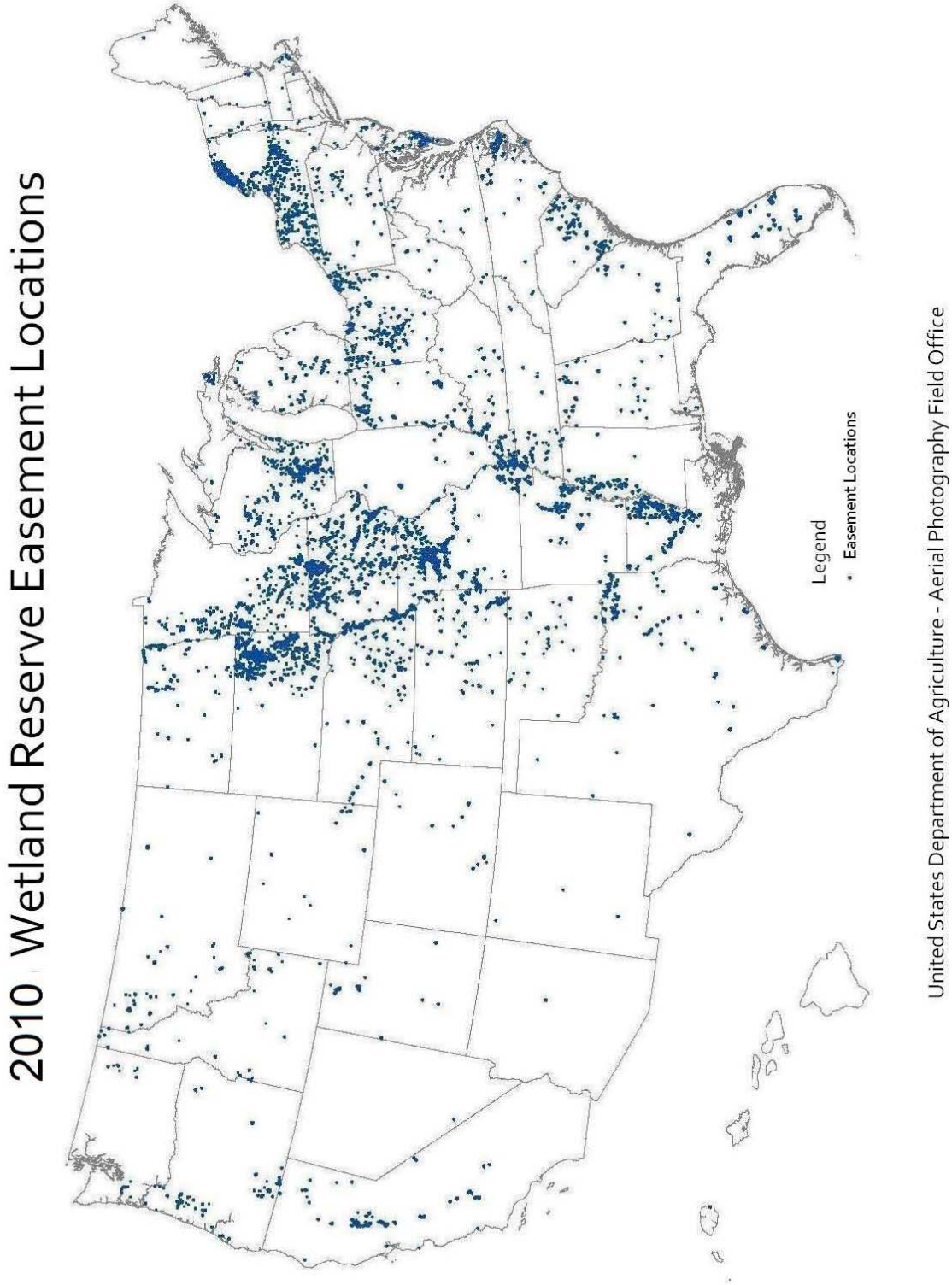


EXHIBIT 4

U.S. DEPARTMENT OF AGRICULTURE

AERIAL PHOTOGRAPHY PROGRESS REPORT

INSTRUCTIONS

This report shall be prepared only for days that performance is accomplished in acquiring project photography. Reports shall be submitted to the government office E-mail address indicated below no later than the day following performance. Reports shall be submitted in ASCII text format. On separate E-mail reports, a list of NRI Sites flown and WRP exposures flown shall be indicated by their respective identification numbers, and shall reflect only the previous day's performance. A cumulative progress record of all sites acquired shall be maintained by the Contractor.

2010 NRI PROGRESS REPORT
USDA-NRCS-2-10, ITEM #

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

FROM:
Name
Company
Telephone Number

PERFORMANCE RECORD:

Date Acquired: 06-JUN-10

NRI Sites Acquired:

01035_040402R
01061_030503R
01061_030602R
01067_010301B

2009 WRP PROGRESS REPORT
USDA-NRCS-2-10, ITEM #

TO:
Contracting Officer
Aerial Photography Field Office
E-mail Address: WRP.apfo.reports@slc.usda.gov

FROM:
Name
Company
Telephone Number

PERFORMANCE RECORD:

Date Acquired: 06-JUN-10

WRP Exposures Acquired:

01035_WRP0004
01061_WRP0001
01061_WRP0002
01067_WRP0001

EXHIBIT 5

PACKING SLIP

STATEMENT OF SHIPMENT FOR 2010 NRI SITES

INSTRUCTIONS: This document will accompany all shipments from the contractor. Please complete the requested information at the top of the page and indicate all counties that are included in this shipment with an "X". If quantities submitted for individual counties differ from the quantities listed, then a quantity of NRI Sites acquired for the county(s) should be recorded instead.

SEND TO: CONTRACTING OFFICER USDA-FSA-APFO 2222 WEST 2300 SOUTH SALT LAKE CITY, UT 84119-2020	DATE: _____ SHIPMENT NUMBER: _____ TOTAL OF NRI SITES IN SHIPMENT: _____ TOTAL OF COUNTIES IN SHIPMENT: _____

STATE: ALABAMA
TOTAL COUNTIES: 67
TOTAL NRI SITES:

	FIPS	COUNTY	NRI SITES
[ ]	01001	AUTAUGA	10
[ ]	01003	BALDWIN	23
[ ]	01005	BARBOUR	18
[ ]	01007	BIBB	19
[ ]	01009	BLOUNT	31
[ ]	01011	BULLOCK	15
[ ]	01013	BUTLER	12
[ ]	01015	CALHOUN	13
[ ]	01017	CHAMBERS	22
[ ]	01019	CHEROKEE	21
[ ]	01021	CHILTON	23
[ ]	01023	CHOCTAW	19
[ ]	01025	CLARKE	13
[ ]	01027	CLAY	11
[ ]	01029	CLEBURNE	14
[ ]	01031	COFFEE	21
[ ]	01033	COLBERT	22
[ ]	01035	CONECUH	16
[ ]	01037	COOSA	12
[ ]	01039	COVINGTON	21
[ ]	01041	CRENSHAW	21
[ ]	01043	CULLMAN	18
[ ]	01045	DALE	29
[ ]	01047	DALLAS	22
[ ]	01049	DE KALB	33
[ ]	01051	ELMORE	13
[ ]	01053	ESCAMBIA	21
[ ]	01055	ETOWAH	20
[ ]	01057	FAYETTE	11
[ ]	01059	FRANKLIN	10
[ ]	01061	GENEVA	23
[ ]	01063	GREENE	29
[ ]	01065	HALE	35
[ ]	01067	HENRY	17
[ ]	01069	HOUSTON	30
[ ]	01071	JACKSON	18
[ ]	01073	JEFFERSON	18
[ ]	01075	LAMAR	7
[ ]	01077	LAUDERDALE	29
[ ]	01079	LAWRENCE	29
[ ]	01081	LEE	25
[ ]	01083	LIMESTONE	25
[ ]	01085	LOWNDES	24
[ ]	01087	MACON	26
[ ]	01089	MADISON	31
[ ]	01091	MARENGO	25
[ ]	01093	MARION	15
[ ]	01095	MARSHALL	25
[ ]	01097	MOBILE	39
[ ]	01099	MONROE	18
[ ]	01101	MONTGOMERY	32
[ ]	01103	MORGAN	28
[ ]	01105	PERRY	26
[ ]	01107	PICKENS	19
[ ]	01109	PIKE	21
[ ]	01111	RANDOLPH	15
[ ]	01113	RUSSELL	22
[ ]	01115	ST CLAIR	18
[ ]	01117	SHELBY	13
[ ]	01119	SUMTER	13
[ ]	01121	TALLADEGA	27
[ ]	01123	TALLAPOOSA	22
[ ]	01125	TUSCALOOSA	28
[ ]	01127	WALKER	14
[ ]	01129	WASHINGTON	27
[ ]	01131	WILCOX	17
[ ]	01133	WINSTON	19

Quantities are EXAMPLES ONLY

EXHIBIT 6

NON-DISCLOSURE AGREEMENT

This Agreement is effective as of the _____ day of _____, 2010, by and between _____, and the United States Department of Agriculture, Natural Resources Conservation Service.

The Purpose of this agreement is to permit the Natural Resources Conservation Service (NRCS) to transmit or exchange National Resource Inventory (NRI) Information "For Official Use Only" to or with the _____ for the purpose of aerial photography acquisition.

NRI Information "For Official Use Only". The geographic locations of the Natural Resources Conservation Service National Resources Inventory (NRI) Sample Sites (Sites) are defined as NRI Information "For Official Use Only". NRI Information "For Official Use Only" may include, but is not limited to specifications, written descriptions, maps, aerial photographs, computer database files, geographic coordinates, and other information relating to the physical location of the sites. All reference to NRI Information "For Official Use Only" will be identified at the time of disclosure with an appropriate legend, marking, stamp or positive written identification as NRI Information "For Official Use Only" by the Natural Resources Conservation Service.

Restrictions. In order to maintain the integrity of the NRI, and to maintain confidentiality, privacy, and cooperation of land owners, the receiving party shall not release the locations of NRI Sites to the public, other agencies, any individual or other organization. With respect to Natural Resources Conservation Service NRI Information "For Official Use Only", the receiving party agrees to:

1. Use the NRI Information "For Official Use Only" solely for the purposes of this Agreement, any other use shall be only with the prior written consent of the Natural Resources Conservation Service;
2. Not disclose the NRI Information "For Official Use Only" to any third party or to any of their employees not having any "need to know" for the purposes of this Agreement, and provided that such third parties shall first have agreed in writing to be bound by a like obligation of confidentiality with respect to such NRI Information "For Official Use Only" as the receiving party is bound;
3. Take all reasonable steps, at least as great as the steps which the receiving takes with respect to its own NRI Information "For Official Use Only", to protect and safeguard the secrecy of and avoid the unauthorized disclosure or use of the NRI Information "For Official Use Only";
4. Promptly notify the Natural Resources Conservation Service of any misuse, misappropriation or unauthorized disclosure which may come to its attention; and
5. Not create second generation products from the NRI Information "For Official Use Only".

Exceptions to Non-Disclosure. _____ shall not be liable under this Agreement if a disclosure or use of NRI Information "For Official Use Only" received hereunder is made where the NRI Information "For Official Use Only":

1. Was in the public domain at the time of the disclosure or is subsequently made available to the general public without restriction and without breach of this Agreement by _____, or

2. Was known by _____ at the time of disclosure without restrictions on its use or independently developed by the receiving party, as shown by adequate documentation; or
3. Is disclosed to _____ by a third party without restriction and without breach of

any agreement; or

4. Is disclosed with the prior written approval of the Natural Resources Conservation Service; and
5. Is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or governmental authority of competent jurisdiction.

Term. This Agreement shall apply to NRI Information "For Official Use Only" provided to _____ during a period of one (1) year from the date set forth above, provided however, that either party may terminate this Agreement by giving the other party thirty (30) days notice in writing of its intention to terminate this Agreement. Termination shall not abrogate either party's obligations hereunder for NRI Information "For Official Use Only" received prior to the date of termination.

Remedies. The receiving party acknowledges that its obligations to protect the NRI Information "For Official Use Only" are essential to the business interests of the receiving party, and that the disclosure of such NRI Information "For Official Use Only" in breach of this Agreement will cause the Natural Resources Conservation Service immediate, substantial and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, the receiving party agrees that, in addition to any other remedies that may be available in law, equity, or otherwise for the disclosure or use of NRI Information "For Official Use Only" in breach of this Agreement, the Natural Resources Conservation Service shall be entitled to seek and obtain a temporary restraining order, injunctive relief or other equitable relief against the continuance of such breach, in addition to all other remedies, and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

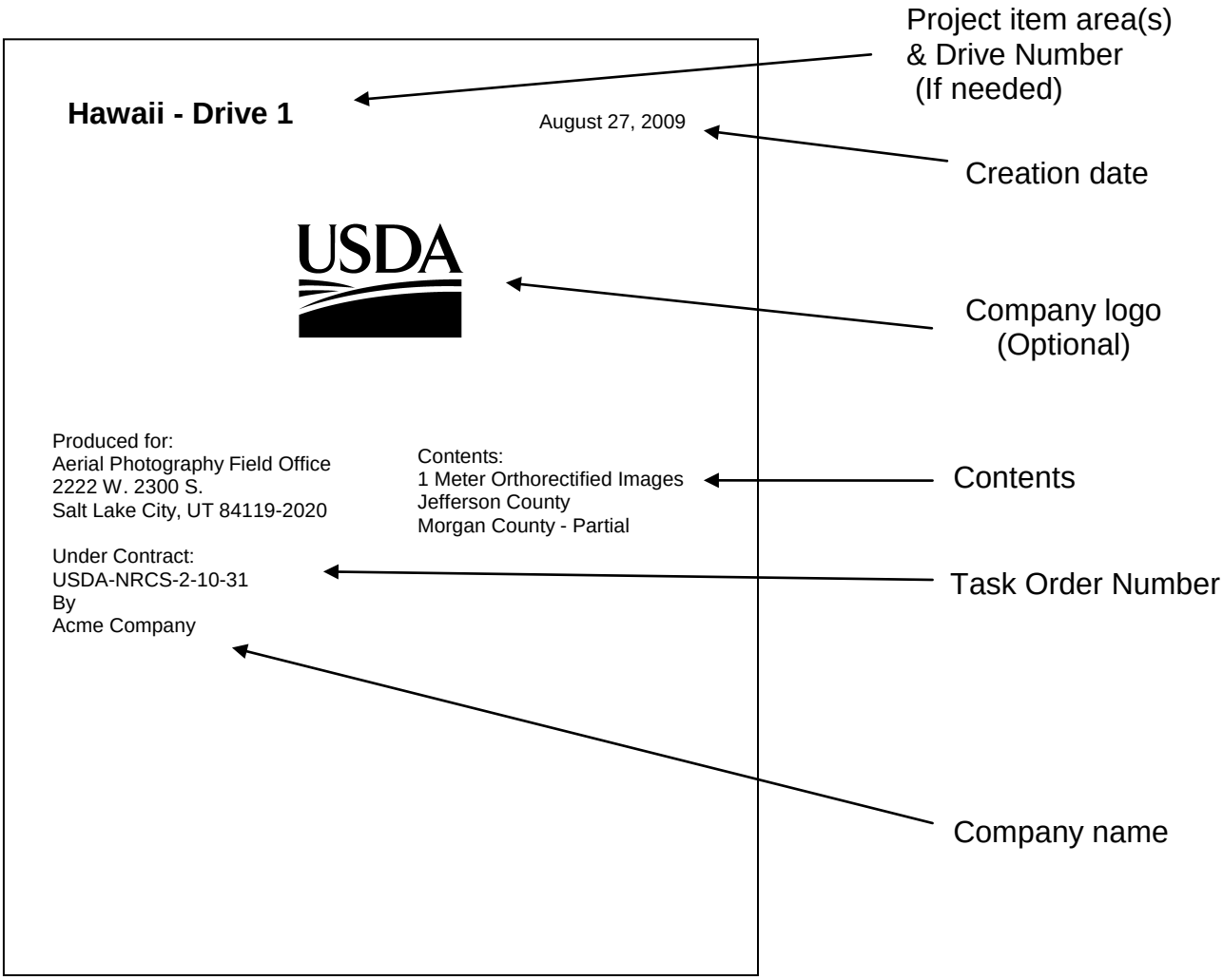
Return of Materials. Upon written request from the Aerial Photography Field Office (APFO), or one (1) year after notice of final acceptance of imagery associated with this agreement, the receiving party agrees to destroy any materials and documents furnished by NRCS containing NRI Information "For Official Use Only" together with all copies made thereof by the receiving party, any geographically identifiable photographic imagery, and any scanned imagery that may have been retained for backup and recovery purposes. The receiving party shall deliver written certification to the Aerial Photography Field Office for documentation in the contract file that these actions have been taken and that the material has been destroyed with a copy of the certification forwarded to the Natural Resources Conservation Service.

In Witness Whereof, the parties have executed this Agreement by their authorized representatives as of the date set forth above.

By: _____	By: _____
Authorized Signature	Authorized Signature
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title

EXHIBIT 7

Serial ATA (SATA) I or II Hard Drive Label



Label is sized to fit the drive as needed: Approximately 3 ½" X 4 ½"

EXHIBIT 8

GLOSSARY AND DEFINITIONS

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

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

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

Exposure Stations: Pre-determined locations, annotated by USDA on the flight map, where photo centers of individual frames are to be exposed.

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

Line Item: A separable area or unit within a project item that has separate sites, areas, or linear miles. All line items within a project item shall be awarded to only one offeror.

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

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

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

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

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

APFO: Aerial Photography Field Office.

FSA: Farm Service Agency (formerly ASCS, CFSA).

USFS: United States Forest Service.

NRCS: Natural Resources Conservation Service (formerly SCS).

USDA: United States Department of Agriculture.

USGS: United States Geological Survey.

Exhibit 9

Wage Determination – Page 1 of 3

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Director Division of Wage Determinations	Wage Determination No.: 1995-0222 Revision No.: 29 Date Of Last Revision: 12/04/2009

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

Fringe Benefits Required Follow the Occupational Listing

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

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

Exhibit 9

Wage Determination – Page 2 of 3

Wage Determination: 1995-0222, 29 Page 2 of 3

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

Exhibit 9

Wage Determination – Page 3 of 3

Wage Determination: 1995-0222, 29 Page 3 of 3

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

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

Aerial Photographer

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

First Officer (Co-Pilot)

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K-1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS – NEGOTIATION (Undated) (FAR 52.215-07)

The offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) Web site at http://orca.bpn.gov. After reviewing the BPN database information, the offeror verifies that the representations and certifications currently posted electronically (*check the appropriate block*):

[ ] (a) Are current, accurate, and complete as of the date of this offer and are incorporated in this offer by reference (see FAR 14.2113(b)).

[ ] (b) Are current, accurate, and complete as of the date of this proposal and are incorporated in this offer by reference, except for the change s identified below [*insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this proposal.

FAR clause No.	Title	Date	Change

Any changes provided by the offeror do not automatically update the representations and certifications posted on the BPN.

(End of Provision)

K-2 ADDRESS TO WHICH PAYMENT SHOULD BE MAILED

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

_____

INCOMPLETE CONTRACTS AS OF DATE OF PROPOSAL:

Indicate by Linear Miles	Remaining Work - Summer	Remaining Work - Winter
U.S. Government Contracts		
All Other Contracts		

K-4 AIRCRAFT TO BE USED IN COMPLETION OF ITEM(S) IN THIS CONTRACT:

Make/Model	Registration #	Operating Ceiling	Bidder Owned (check appropriate block)
			[ ] Yes [ ] No *
			[ ] Yes [ ] No *
			[ ] Yes [ ] No *

* If the aircraft is/are not offeror owned, a written statement of availability from the owner of the aircraft must be enclosed. See Section C-2.

K-5 CAMERA(S) TO BE USED IN COMPLETION OF ITEM(S) IN THIS CONTRACT:

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

Make/Model	Lens Number	Magazine Number	Bidder Owned (check appropriate block)
			[ ] Yes [ ] No *
			[ ] Yes [ ] No *
			[ ] Yes [ ] No *

* If the camera(s) is/are not offeror owned, a written statement of availability from the owner(s) of the camera(s) must be enclosed. See Section C-2.

K-6 PAST PERFORMANCE REFERENCES

If no previous contracts have been held by the offeror with the Aerial Photography Field Office, list two (2) references with whom the offeror has held similar contracts. If possible, one reference should be within the Federal Government.

(List company or agency name, address, name of person to contact, and telephone number)

(1)_____ (2)_____

_____ _____

_____ _____

K-7 KEY PERSONNEL INTENDED FOR PERFORMANCE ON THIS CONTRACT:

List all key professional and technical personnel intended to perform on this contract. List may include project manager, pilot(s), photographer(s), and key back-up or support personnel.

Name	Title	Education	Years of Experience

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:

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

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

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

The Government contemplates award of multiple Firm-Fixed-Price contracts resulting from this solicitation.

L-2 INSTRUCTIONS FOR PREPARATION OF TECHNICAL AND PRICING PROPOSALS

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

2.1 General Instructions

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

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

2.2 PART I Pricing Proposal

(a) Pricing information and related data shall be submitted as Part I of the offeror's proposal. Each proposal must contain a signed and dated Standard Form 33 (page 1 of the solicitation) with items 12 through 18 completed. Section B should be submitted in its entirety with both unit price and the total price for the offered estimated quantities indicated in the appropriate locations.

(b) Prices shall be based on estimated quantities specified in the solicitation. Awarded quantities and locations of the individual projects shall be made by issuance of firm-fixed-price contracts.

2.3 PART II Technical Proposal

Response to the following technical statements will form the basis of a proposal's technical merit. Offerors are cautioned to address all requested information as completely and accurately as possible. Data contained in Section K of the solicitation document shall be referenced in support of statements.

(a) Project Management Capability

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

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

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

(4) Detailed overviews of the aerial photography scanning processes and equipment, and digital orthorectification processing procedures and software.

(5) Detailed overviews of the direct digital camera equipment and orthorectification procedures and software.

(b) Past Performance History

(1) Past performance will be evaluated based on relevant performance history contained in USDA contract records of projects awarded by the Aerial Photography Field Office. Offerors past performance will be evaluated according to the following criteria and may include other relevant factors:

(i) Contract performance record;
(ii) Project completion record;
(iii) Delivery schedule compliance record.

(2) If no previous contracts have been held by the offeror with the Aerial Photography Field Office, list two (2) references with which the offeror has held similar contracts. List past performance references in the space provided in Section K of the solicitation document.

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

(c) Quality Control System

Detailed statement on contractor quality control system that will insure all contract materials submitted for inspection are in compliance with contract specifications. See Section C, Paragraph 1.1(c) for quality control requirements.

(d) Personnel Qualifications

List all professional and technical personnel intended to perform on this contract in the appropriate locations in Section K of the solicitation document. Recommended

list includes Project Manager, Aircraft Pilot(s), Aerial Photographer(s), and key back-up or support personnel. Brief resumes may be provided on separate papers for the personnel listed, stating name, title, education, past experience, and years of experience.

(e) Aircraft and Camera Availability

List all aircraft and cameras intended to be used in completion of this contract in the appropriate locations in Section K of the solicitation document. If availability of equipment is contingent on other contractual commitments running concurrently with the work contemplated by this solicitation, indicate such in proposal statement.

(f) Incomplete Contracts

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

2.4 Solicitation Document and Supporting Data

The offeror's proposal must include the following required information and supporting data specified in the solicitation document:

Section J:
(a) Signed Non-Disclosure Agreement (Exhibit 6)
Section K:
(a) Annual Representations and Certifications,
(b) Incomplete Contracts as of Date of Proposal,
(c) Aircraft to be used in Completion of the Contract,
(d) Cameras to be used in Completion of the Contract,
(e) Past Performance References (if required),
(f) Key Personnel to Perform on the Contract.
Section L:
(a) Camera Calibration Report(s),
(b) Current Financial Statement.

The solicitation document may be submitted in its entirety, complete with Sections C through M (preferred), or at a minimum with Standard Form SF-33, and Sections B, K & L.

L-3 CAMERA CALIBRATION REPORT

Each offeror shall have on file with the Aerial Photography Field Office, or shall submit with the offer, one copy of a Report of Calibration from the U.S. Geological Survey for each camera to be used. A camera calibration report will not be acceptable if more than three years old at the time of the scheduled date for receipt of offers. Please indicate which statement is correct:

[ ] Calibration report on file at APFO.
[ ] Calibration report submitted with offer.

L-4 CURRENT FINANCIAL STATEMENT

Offerors may be required to provide a "current" financial statement. For purposes of this solicitation, a current financial statement would be the most recent annual report, updated, if necessary, so that information reflects the company's financial status within 6 months.
All data shall be certified by an authorized company officer as to its accuracy and veracity or validated by an independent certified public account. If necessary, the Contracting Officer may request additional financial information.

Financial information received will be treated as confidential and will not be used for purposes other than evaluation of financial responsibility. Failure to provide this information may delay or prohibit the Contracting Officer from making an affirmative decision on the offerors responsibility. Please indicate which statement is correct:

[ ] Current financial statement on file at APFO.

[ ] Current financial statement submitted with offer.

L-5 CONTRACT DIFFICULTIES AND CONTINGENCIES

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

L-6 SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

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

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

L-7 INQUIRIES (FEB 1988) (AGAR 452.204-70)

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will

make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:

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

52.211-06 Brand Name of Equal (AUG 1999)

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 PROPOSAL EVALUATION

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

1.1 Technical Evaluation Team

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

1.2 Competitive Range

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

1.3 Source Selection Decision

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

M-2 EVALUATION FACTORS

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

2.1 Technical Evaluation

Evaluation Criteria	Relative Point Value
(a) Project Management Capability	25
(b) Past Performance History	25
(c) Quality Control System	20

(d)	Personnel Qualifications	10
(e)	Aircraft and Camera Availability	10
(f)	Incomplete Contracts	10
		100

2.2 Price Evaluation

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

The offeror's contract price proposal will be based on the estimated quantities and requirements for the film based acquisition where no offer is made for any of the ten (10) states that require direct digital acquisition. Where the offer includes any of the ten (10) states which include a direct digital component the evaluation of the price proposal will include the total cost of both the film and direct digital products. The Government's evaluation of price proposals shall be conducted by determining a relative unit price ranking for each proposal. All proposed prices will be scored according to their relationship to the lowest unit price offered by a responsive, responsible offeror. The lowest price receives the highest score, and higher prices receive successively lower ranking scores.

Offerors are cautioned that pricing proposals should be submitted initially on the most favorable terms which the offeror can submit to the Government. Offerors are requested to insert the total quantity of NRI Sites, WRP Exposures, and direct digital orthos, the unit price (price per NRI Site, WRP Exposure, and direct digital ortho), and the total amount in the appropriate locations in Section B. In case of discrepancy between a unit price (price per NRI Site, WRP Exposure, and direct digital ortho) and an extended price (total amount), the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

2.3 Area of Interest

To ensure complete nationwide coverage, proposals will also be evaluated on the areas of interest indicated in the offeror's proposal.

2.4 Other Factors

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

M-3 CONTRACT AWARD

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

3.1 Contract Award

The contract will be awarded to that responsive and responsible offeror whose proposal represents the greatest value and is determined to be in the best interest and the most advantageous to the Government, price and other factors considered.

3.2 Possibility of Award Without Discussion

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

3.3 Required or Requested Information

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

M-4 EVALUATION EXCLUSIVE OF OPTIONS (APR 84) (FAR 52.217-3)

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