

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

1057910050

PAGE 1 OF 40

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

10HQSS0045

6. SOLICITATION ISSUE DATE 07/30/2010

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
JOANNE LOWE

b. TELEPHONE NUMBER (No collect calls) (703) 648-7393 ext.

8. OFFER DUE DATE/ 09/03/2010
LOCAL TIME 12:00 am

9. ISSUED BY

CODE 00001

U S GEOLOGICAL SURVEY, APS
ACQUISITION BRANCH, MS 205, ROOM 6A338
12201 SUNRISE VALLEY DRIVE

RESTON, VA 20192

TEL: () - ext.

FAX: (703) 648-7901 ext.

10. THIS ACQUISITION IS

- UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)

NAICS:
SIZE
STANDARD: 5,000,001-10,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP **DRAFT**

15. DELIVER TO

CODE 00012

U S GEOLOGICAL SURVEY, NMD
EARTH RESOURCES OBSERVATION AND SCIENCE (EROS), 47914 252nd ST

SIOUX FALLS, SD 57198

Attn: KAREN ZANTER

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

No Contractor Information Available

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Joanne Lowe

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

Line Item Summary	Document Number 10HQSS0045	Title 10-5791-0050	Page 3 of 40
--------------------------	-------------------------------	-----------------------	-----------------

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

This is a DRAFT (RFP) Request for Proposal for Commercial Remotely Sensed Satellite Data.

0001	Commercial Remote Sensing Satellite Data - Base Year	1.00	AMT	\$ _____	\$ _____
------	--	------	-----	----------	----------

Offerors shall use Attachment A to submit pricing for contract line items for base year and all option years.

Ref Req No: 1057910050

0002	Commercial Remote Sensing Satellite Data - Option Year One	1.00	AMT	\$ _____	\$ _____ OPTION PERIOD
------	--	------	-----	----------	---------------------------

Offerors shall use Attachment A to submit pricing for contract line items for base year and all option years.

0003	Commercial Remote Sensing Satellite Data - Option Year Two	1.00	AMT	\$ _____	\$ _____ OPTION PERIOD
------	--	------	-----	----------	---------------------------

Offerors shall use Attachment A to submit pricing for contract line items for base year and all option years.

0004	Commercial Remote Sensing Satellite Data - Option Year Three	1.00	AMT	\$ _____	\$ _____ OPTION PERIOD
------	--	------	-----	----------	---------------------------

Offerors shall use Attachment A to submit pricing for contract line items for base year and all option years.

Line Item Summary	Document Number 10HQSS0045	Title 10-5791-0050	Page 4 of 40
--------------------------	--------------------------------------	------------------------------	------------------------

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
-------------------------	--------------------	---	-----------------	----------------------	-------------------	--

0005	Commercial Remote Sensing Satellite Data - Option Year Four		1.00	AMT	\$ _____	\$ _____ OPTION PERIOD
------	---	--	------	-----	----------	---------------------------

Offerors shall use Attachment A to submit pricing for contract line items for base year and all option years.

Please contact Joanne Lowe 703-648-7393 for any questions, email, jlowe@usgs.gov.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 5 of 40
--	-----------------------------------	---------------------------------------	---------------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	6
1 STATEMENT OF WORK	6
2 Instructions to Offerors--Commercial Items	10
3 Evaluation - Commercial Items	12
4 Offeror Representations and Certifications - Commercial Items	13
5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	22
6 Contract Terms and Conditions--Commercial Items	26
SECTION F -- Deliveries or Performance	30
F.1 Period of Performance	30
F.2 Period for Exercise of Option to Extend Services	30
SECTION H -- Special Contract Requirements	31
H.1 Contract Maximum	31
H.2 Contract Guaranteed Minimum	31
H.3 Task and Delivery Order Ombudsman	31
SECTION I -- Contract Clauses	32
I.1 Clauses Incorporated by Reference	32
I.2 Central Contractor Registration	32
I.3 Release of Claims -- Department of The Interior (JUL 1996)	34
I.4 Payment by Electronic Funds Transfer-Central Contractor Registration	34
I.5 Ordering	35
I.6 Order Limitations	35
I.7 Indefinite Quantity	36
I.8 Option to Extend Services	36
I.9 Option to Extend the Term of the Contract	37
SECTION J -- List of Documents, Exhibits and Other Attachments	38
J.1 ATTACHMENTS	38
SECTION L -- Instructions, Conditions and Notices to Bidders	39
L.1 Type of Contract	39
L.2 Single or Multiple Awards	39
L.3 Hand Carried and Courier Delivered Bids/Proposals	39
L.4 Subcontracting Plan for Commercial Item Contracts	39

COMMERCIAL CLAUSES

1 STATEMENT OF WORK

Land Satellite Commercial Data Contract Statement of Work

Section 1

Background

The United States Geological Survey (USGS) Land Remote Sensing (LRS) Program currently has contracts in place to obtain commercially available remotely sensed satellite image data. This follow on contract(s) is being established in order to continue to serve the needs of the USGS LRS Program, other USGS Programs; Department of the Interior bureaus; the Federal civil community; state, local, tribal and international partners; Department of Defense (DOD); and Federal partners. Commercial data sources are now being sought from a broader range of U.S. and international commercial satellite data providers to include all spatial and spectral resolutions. The USGS is also interested in data license agreements that allow the widest possible distribution to data users.

Across Federal civil agencies that use remote sensing data, experience has shown that centralized procurement leads to cost savings to the Government through volume discounts, reduction of redundant contract administrative costs, and avoidance of duplicate purchases. As is the case today, the use of USGS contracts by other agencies is optional, but the terms the USGS negotiated on behalf of the civil sector have been advantageous for the purchasing organizations. Centralized contracts simplify the ordering process for all parties and help to coordinate government procurements. Commercial satellite data acquired through the USGS is provided to the initial customer and also made accessible to other entities in accordance with the data license.

Section 2

Scope of Work

The contractor shall furnish and deliver satellite data listed in the contractor's commercial catalog, which meets or exceeds the requirements specified, and a license to use that data. The data supplied can be from a new acquisition or products from the provider's archive. This shall include any items added to the catalog subsequent to award of this contract. The scope also includes the ability for USGS to acquire an entire archive of remote sensing data that is being considered for purge by the commercial data providers under this contract.

The contractor shall hold USGS harmless to enforcement of provisions associated with any trade secret or licensing agreements of entities other than USGS placing an order under this contract.

Section 3

Specifications

3.1 Customer Services

The contractor shall perform the following major functions: process requests for satellite data acquisitions; process inquiries about satellite data availability; process orders for satellite data products; and maintain up-to-date product documentation.

3.2 Data Product Specifications

The contractor shall furnish and deliver free on board (FOB) Destination, satellite data that meets or exceeds the specifications in Table 1 below. The contractor will not be required to furnish all product types as listed in Table 1 specifications.

3.3 Tasking

The USGS will coordinate orders for data with the contractor to define areas of the Earth for satellite data acquisition, and will submit satellite tasking instructions or orders for data from the contractor's archive. Depending on sensor characteristics and satellite data-collection capabilities, the Government may also request twice yearly coverage of the global land mass. This twice per year global requirement for moderate resolution data could ensue if there is failure of the U.S. Government's Landsat 5 or 7 satellites. Global or regional (large area) coverage could also be required if there is a significant programmatic change in the requirements for the LRS Program of the USGS within the five year duration of the contract.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 7 of 40
--	----------------------------	--------------------------------	--------------

(a) In some instances, such as an emergency response task order, the USGS may request that the contractor open a tasking window immediately upon receipt of order, with a specified window to meet a data acquisition request. These emergency services include shipment of products from the contractor within a few hours of collection. Specific details for each emergency will be provided in the task order statement of work.

(b) A portion of USGS tasking requests may involve study sites where in situ data has been collected to correspond with the satellite imaging event. In such cases, USGS will coordinate deployment of ground-based referencing teams to collect in situ data on a specific image collection day. Such tasking requests may require a very narrow window of opportunity (e.g. one day) for imaging, and will require significant coordination between ground collection teams and satellite operators. For tasking requests involving ground team deployment, USGS requires advanced notification of scheduled satellite data acquisitions.

3.4 Ordering

3.4.1 Ordering Authority

(1) Only warranted Contracting Officers of the USGS have the authority to obligate funds and place Delivery Orders under this contract.

(2) Orders may be placed by a Contracting Officer electronically, orally, or by written telecommunications; however, all delivery orders will be finalized in writing and signed by the Contracting Officer.

(3) The Contracting Officer, after notifying the contractor of the issuance of a delivery order, has authorized the representatives listed below as the only individuals who have the authority to place acquisition requests or oral orders with the contractor (followed by a written confirmation). Authorized Representatives:

(To be named at time of contract award)

3.4.2 Ordering Procedures

Satellite data will be purchased by USGS from multiple awards under this solicitation. This contract establishes the maximum unit cost. If more than one contractor offers a product that meets the needs of the requesting agency, orders exceeding \$2500 will be issued in accordance with FAR 16.505(b) entitled "orders under multiple award contracts - (1) Fair Opportunity." Orders will be based on ability to meet all requirements of the end user, i.e. availability, resolution, price, etc.

3.5 Commercial Imagery Pricing Information

Prices shall be based on the contractor's published price list, and shall include a firm fixed unit price, applicable discounts, documentation, and a commercial warranty. Warranty shall be the same as routinely furnished to commercial customers. Additionally, individual task orders that are issued under this contract may request prices for other items, such as bulk purchases and/or direct downlinks as applicable. Prices are subject to change to conform to changes in said price list. The contractor shall provide 24 hours advance notification of any changes to the price list. The contractor shall be contacted prior to award for published price list.

3.6 Commercial Warranty

The contractor agrees that the items delivered under this contract shall be covered by the same warranties as the contractor customarily offers in connection with the license of these items on the commercial market. In the event that differing warranties covering these items are customarily offered to other licensees by the contractor, it is agreed that such warranties shall apply to this contract as are available to the contractor's most favored licensee for similar transactions. In addition to any other obligations imposed upon the contractor under any such warranties, the contractor shall, if so required by the Government, take action within 30-days after giving notice of defect in accordance with such warranties, correct or replace the defective or nonconforming image data with all possible speed at the contractor's cost, including shipping cost, not exceeding usual charges, from the delivery point to the contractor's plant and return.

3.7 Quality Control Plan

The contractor shall furnish a Quality Control Plan to the Contracting Officer no later than 30 calendar days after award, detailing how data quality will be maintained throughout the life of the contract. The Quality Control Plan shall address the contractor's data production and inspection processes and procedures. The Quality Control Plan shall also define the calibration and validation processes of all operating satellites. Please note that individual task orders that will be issued under this contract for global or regional coverage may include evaluation criteria related to provision of imagery over test sites at no cost to USGS for calibration/validation purposes.

3.8 Priority Orders

The contractor shall offer priority service after successful data acquisition from a satellite or after data extraction from the contractor's archive. This service is defined as shipment from the contractor in two (2) working days, which begins after a Customer Service Representative confirms and accepts the order. Prior to accepting the order, the contractor will verify the availability and quality of the requested data. Products can be shipped FOB Destination through overnight delivery or transmitted over the Internet or via direct downlink.

3.9 Licensing

3.9.1 General Provisions

The following provisions shall apply to all licenses acquired under this contract.

- (1) All license rights purchased under this contract are in perpetuity.
- (2) Licensed users may generate any derived product from source data procured through this contract.
- (3) Derived products produced by the licensed user that contain the source image data (or a reasonable facsimile thereof in which a close approximation of the source data can be recovered) inherit the copyright and license of the source data.
- (4) When the original source image data or a reasonable facsimile thereof is not included as a file, layer, component, or other accessible and/or viewable portion of the derived product, whether this data is separate or combined with other data and/or information, the derived product shall not inherit the copyright or license of the source data.
 - (i) Hardcopy prints at any license tier may be released for U.S. Federal Government use, including public information, provided that the Government conspicuously marks the copyright. Marking shall include instructions for recipients to not use data for non-U.S. Federal Government purposes.
 - (ii) Source data and derived products at any license tier may be posted to Internet web sites for viewing, provided the implementation only allows downloading or screen capture of data by licensed users. Proper copyright and license notices must be conspicuously marked.
- (5) All licenses include the use of the source data and derived products as Government furnished property/information to a contractor under a contract to produce an item for one of the licensed user entities. The contractor will not be permitted to keep or otherwise use any of the source data or derived products unless the license allows.
- (6) All licenses include the use of the source data and derived products as Government furnished property/information to a University or other Cooperator under agreement to produce an item or perform research for one of the licensed user entities. The source data and derived products will be required to be returned to the original licensed user unless the University or Cooperator is a licensed user.
- (7) A licensed user is permitted to make an unlimited number of hardcopies and softcopies of the source data and derived products for purposes covered by the licensed use.
- (8) The licenses are not transferable.
- (9) Licenses may be upgraded by payment of the difference in price between the existing license and the license to be purchased.
 - (i) Where the license to be purchased fully incorporates the existing license tier of a previously purchased license, the upgrade price will be calculated using the difference in contract price of the existing license and the license to be purchased, using current prices at the time of the purchase of the upgrade.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 9 of 40
--	----------------------------	--------------------------------	--------------

(ii) Where the license to be purchased includes no portion of an existing license, the Government shall pay the full contract price for that license.

(10) Licensed users may display (i.e., show or disclose) hardcopy or softcopy imagery or derived products to organizations outside the authorized user group (defined by the license tier). Proper copyright and license notices must be conspicuously marked. In order to release source data or derived products containing a reasonable facsimile of the source data, the appropriate license must be purchased.

Licensed users may distribute the imagery (with copyright markings) or derived products on a non-commercial basis for the use in research reports or similar publications.

3.9.2 License Tiers

Contractors shall propose price and licensing options for all catalog products for each of the following license tiers.

(1) Single Organization - This license permits unlimited use of source data and derived products within a single organization of the United States Government, and includes its contract employees and cooperators, as specified at the time of purchase. A single organization is defined as follows:

- (i) Cabinet Departments--An organization/agency/bureau below the departmental level.
- (ii) Other individual Government organizations not covered in the above categories.

(2) Federal Department - This license permits unlimited use of source data and derived products within a specified U.S. Cabinet Department, excluding the DoD and Title 50 organizations.

(3) Federal Civil -This license permits unlimited use of the source data and derived products within all U.S. Federal Government organizations, excluding DoD and Title 50 organizations.

(4) Federal Civil & State/Local/Tribal Governments - This license permits all uses covered by the Federal Civil license. In addition, this license permits use by State, local, and tribal governments. All source data and derived products shall be retained by the State, local, and tribal governments.

(5) Federal Civil & Specified Partners. This license permits unlimited use of source data and derived products within all U.S. Federal Government organizations and recognized partners. Partner organizations will be specified in individual task orders, and may include university organizations and/or international partners.

(6) Unrestricted - This license permits distribution of the source data and derived products to any entity or person. The unrestricted license (including copyright) will pass through to all those who acquire the imagery and/or imagery products.

(7) Non-Commercial Use. This license permits distribution of the source data and derived products to any entity or person for non-commercial study or research purposes.

(8) Public Domain - Source data and derived products released at this level can be distributed to any entity or person. The contractor does not retain copyright or license to the data.

(9) DoD/Title 50 and Federal Civil - This license permits unlimited use of the source data and derived products within all Department of Defense organizations , all Title 50 organizations as defined in 50 U.S.C: 401a, and within all U.S. Federal Government organizations . Source data or derived products may be used by foreign nationals who are assigned or detailed to a DoD/Title 50 organization (e.g., NORAD or a command staff). These foreign nationals may not share the source data or derived products with any entity not covered by the license.

3.9.3 Additional Licenses

Additional licenses may be negotiated as the need arises on terms mutually agreeable to the parties.

3.9.4 Sunset Clause

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 10 of 40
--	----------------------------	--------------------------------	---------------

Please note that individual task orders that will be issued under this contract may include evaluation criteria related to inclusion of a sunset clause as to when the data shall be available for public domain distribution at no charge to customers from the date of purchase.

3.9.5 Customer Service Responsibilities

The provider's customer service shall:

- (1) Ensure license wording accompanying imagery purchased under this contract (including third-party suppliers) contains the correct wording from this contract no matter where the data is disseminated or by whatever means (i.e., hardcopy, digital media, or electronic). To alleviate customer confusion, no other provisions shall be disseminated with the imagery.
- (2) Have processes to rapidly negotiate special licenses upon request.
- (3) Use terminology in attachments to contracts (e.g., price sheets) that adheres (verbatim) to the tiers defined in the contract.

2 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

JUNE 2008

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-03 (see FAR 52.212-03(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 11 of 40
--	----------------------------	--------------------------------	---------------

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 12 of 40
--	----------------------------	--------------------------------	---------------

or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

3 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY
1999

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

Selection of an offeror for award will be based on the following technical factors which are listed in descending order of importance.

Factor 1 - Technical Capability

Factor 2 - Past Performance (see FAR 15.304)

Factor 3 - Small Disadvantaged Business Participation

Factor 1 and 2 are equal in importance, Factor 3 is 1/10 the value of Factor 1.

Price Evaluation: Technical Factors, when combined, are approximately equal to price or cost.

Factor 1: Technical Capability: Technical capability will be evaluated based on 1) volume and availability of archived satellite data and the ability to keep data current, b) efficient ordering processes and flexible satellite tasking lead times, c) ability to rapidly deliver data when circumstances warrant, for emergency response for example and d) revisit frequency, meaning time elapsed before repeat image coverage of a given location at a given resolution.

Factor 2: Past Performance: Past Performance will be evaluated based on successful performance of prior U.S. Government or commercial contracts for the purchase of satellite data. Past performance will be evaluated by contacting references and reviewing data presented by the offeror and information from cognizant procuring and contract administration offices including information known by members of the technical evaluation committee. Past Performance Information Retrieval System (PPIRS) PPIRS.gov will be used as a source of past performance information in the source selection process, in addition to any other past performance information required under this solicitation.

Factor 3: Extent to which Small Disadvantaged Business Concerns are specifically identified to perform work under this contract.

Price: The Government will evaluate price by comparing offers for similar products for each CLIN, a comparison of discounts offered at various cumulative order thresholds, and lowest total percentage charged for licensing tiers. Intent is to award contract(s) sufficient to cover each of the CLIN's specified; however, more than 1 award may be made per CLIN for each type of product offered if determined to be in the best interest of the Government based on price and technical factors.

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

Multiple Awards: Negotiations will be conducted only with those offerors determined to be in the competitive range. Award(s) will be made based on best value to the Government considering technical score and price. Technical score of Factor 1 - Technical

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 13 of 40
--	----------------------------	--------------------------------	---------------

Capability, Factor 2 - Past performance and Factor 3 - Extent to which Small Disadvantaged Business concerns are identified, are approximately equal to cost or price.

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

4 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS

AUGUST
2009

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 14 of 40
--	----------------------------	--------------------------------	---------------

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

(1) Means a small business concern—

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 15 of 40
--	----------------------------	--------------------------------	---------------

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that—

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
----------------------	--------------------------

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
----------------------	--------------------------

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.	
----------------------	--

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
----------------------	--------------------------

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 19 of 40
--	----------------------------	--------------------------------	---------------

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 20 of 40
--	----------------------------	--------------------------------	---------------

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 21 of 40
--	----------------------------	--------------------------------	---------------

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 22 of 40
--	----------------------------	--------------------------------	---------------

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

5 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** **APRIL 2010**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

___X___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 23 of 40
--	----------------------------	--------------------------------	---------------

- (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).
- (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).
- (7) [Reserved]
- (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 24 of 40
--	----------------------------	--------------------------------	---------------

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

X (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 25 of 40
--	----------------------------	--------------------------------	---------------

- ___ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 26 of 40
--	----------------------------	--------------------------------	---------------

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

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

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

(End of Clause)

6 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH
2009

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

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 27 of 40
--	-----------------------------------	---------------------------------------	----------------------

Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 28 of 40
--	-----------------------------------	---------------------------------------	---------------

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

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 29 of 40
--	----------------------------	--------------------------------	---------------

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 30 of 40
--	----------------------------	--------------------------------	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 GS0910 PERIOD OF PERFORMANCE

JULY 2001

The period of performance of this contract shall be from [] through [].

F.2 GS0916 PERIOD FOR EXERCISE OF OPTION TO EXTEND SERVICES

JULY 2001

For the purposes described in FAR 37.111, the Government may exercise the option to extend the contract under the clause 52.217-8, Option to Extend Services, by written notice issued to the Contractor prior to the expiration of the initial contract period or any option period, including any previous extensions under this clause. When such date falls on the last day of a fiscal year, notification must be provided within 7 days after funds are appropriated and available for the new fiscal year.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 31 of 40
--	----------------------------	--------------------------------	---------------

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 GS1431 CONTRACT MAXIMUM JULY 2001

The total amount of all orders placed under this contract shall not exceed [].

H.2 GS1432 CONTRACT GUARANTEED MINIMUM JULY 2001

(a) During the effective contract period, the Government shall order at least the stated minimum quantity for each individual line item in Section B. If no minimum quantities are stated, the Government shall order quantities totaling a minimum of [].

(b) Unless specifically identified in Section B as minimums, the quantities shown are estimates only, and are not purchased hereby. In the event the Government's needs for items under this contract do not result in orders in the amounts or quantities described as "estimated" in Section B, such event shall not constitute the basis for an equitable price adjustment under this contract.

(c) If the Government fails to place orders for the minimums computed under paragraph (a), above, the contractor will not be entitled to payment of the contract price for the unordered quantities, but will be entitled to damages suffered as a result of the Government's failure to order the minimum quantity. If the Government notifies the contractor, prior to expiration of the contract ordering period, that the contract minimum will not be required, such action will constitute a Termination for Convenience of the Government, and the Contractor will be entitled to recover under the Termination for Convenience clause of the contract.

(d) If the Government fails to order the contract minimum during the stated contract period, any options to extend the contract for additional periods are rendered void.

H.3 GS1438 TASK AND DELIVERY ORDER OMBUDSMAN JULY 2007

Communications with the task and delivery order ombudsman for the Department of the Interior may be directed to:

Name:
Address:
Phone:
Fax:

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 32 of 40
--	----------------------------	--------------------------------	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUAR
Y 1998

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

<http://www.acquisition.gov/far/>
<http://www.doi.gov/pam/aindex.html>

I.2 52.204-07 CENTRAL CONTRACTOR REGISTRATION

APRIL 2008

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 33 of 40
--	----------------------------	--------------------------------	---------------

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 34 of 40
--	----------------------------	--------------------------------	---------------

I.3 1452.204- 70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996) JULY 1996

After completion of work and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.4 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION OCTOBER 2003

As prescribed in 32.1110(a)(1), insert the following clause:

Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 35 of 40
--	----------------------------	--------------------------------	---------------

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System; and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.5 52.216-18 ORDERING

OCTOBER
1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [] through [insert dates].

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

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

I.6 52.216-19 ORDER LIMITATIONS

OCTOBER
1995

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 36 of 40
--	----------------------------	--------------------------------	---------------

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [] [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of _____ [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of _____ [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within _____ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 52.216-22 INDEFINITE QUANTITY

OCTOBER
1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

I.8 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBE
R 1999

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 37 of 40
--	-----------------------------------	---------------------------------------	----------------------

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _____ [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

I.9 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH
2000

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years).

(End of clause)

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 38 of 40
--	-----------------------------------	---------------------------------------	----------------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

Attachment A Schedule of Items and Prices Page 1-10

Attachment B Table 1. Minimum Required Satellite
Data Specifications Page 1

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 39 of 40
--	----------------------------	--------------------------------	---------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of a multiple Indefinite Delivery - Indefinite Quantity type contracts resulting from this solicitation.

L.2 52.216-27 SINGLE OR MULTIPLE AWARDS

OCTOBER
1995

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

NOTE: ALL CONTRACTS MAY NOT BE AWARDED ON THE SAME DATE. AWARDS WILL BE MADE BASED ON BEST VALUE TO THE GOVERNMENT CONSIDERING TECHNICAL SCORE AND PRICE.

L.3 GS2106 HAND CARRIED AND COURIER DELIVERED BIDS/PROPOSALS

JULY 2001

(a) When bids/proposals are hand-carried or sent by courier service, the offeror is responsible for insuring that the offer is received at the place and by the date and time specified in Block 9 of the Standard Form 33 (or blocks 8 and 9 of the SF 1449). All offers must be closed, sealed and addressed as if for mailing and fully identified on the sealed envelope or container. If a hand carried proposal is inadequately marked or is delivered to a location other than the building and room specified in the solicitation, such mismarking and/or misdelivery will be presumed to be the primary cause of late receipt if the proposal is not received at the specified location by the specified date and time.

(b) If you use an overnight delivery service, make sure the service will deliver the package to the specified room location, rather than offering only door-to-door service. When the courier delivers documents to a central mailroom or loading dock facility, the items typically will not be received in the designated room location for one or more workdays.

(c) Offerors are advised that all packages, including courier or other hand-delivered proposals are subject to search and/or x-ray upon entering the USGS facility.

L.4 GS2148 SUBCONTRACTING PLAN FOR COMMERCIAL ITEM CONTRACTS

AUGUST
2001

(a) The requirements of this provision do not apply when 1) the offeror is a small business; (2) the work is to be performed entirely outside of any state, territory or possession of the United States, the District of Columbia and the Commonwealth of Puerto Rico; or 3) the contract, including all future modifications, will not exceed \$500,000. The requirement may also be waived if the Contracting Officer determines that the resultant contract does not offer subcontracting opportunities.

(b) The clause FAR 52.219-9, included at 52.212-5(b)(6), requires the apparent successful offeror to submit a subcontracting plan as either a commercial plan, individual contract plan, or a master plan. A commercial plan is preferred.

	Document No. 10HQSS0045	Document Title 10-5791-0050	Page 40 of 40
--	-----------------------------------	---------------------------------------	---------------

(c) If an individual contract plan is submitted under this solicitation, it must comply with the format contained in the sample provided by the Contracting Officer at the time the plan is requested. The Contracting Officer must make an affirmative determination regarding the acceptability of the subcontracting plan as one of the elements in determining eligibility for award.

Schedule of Items and Prices

This is an Indefinite Delivery Indefinite Quantity type contract. Contractor shall be required to furnish satellite data on a firm fixed unit price basis. Period of performance includes a twelve (12) month period from date of award and four additional 12-month option periods. Price per square kilometer (Sq.Km.) is not required to be entered in this schedule, as this price shall be the same as specified in the contractor's current commercial price list incorporated into this contract. Prices for CLINs shall be specified as a percent of increase that would be charged over and above the price per square kilometer for the levels of licensing listed below.

NOTE: Offerors may add pricing information based on product type, i.e. Multispectral, Panchromatic, etc. and change the unit to the unit normally provided in the contractor's published commercial price list. Offerors may also propose a different discount schedule.

Quantities are estimates only and are not guaranteed to be purchased under this contract.

BASE YEAR:

Item No.	Supplies/Services	Qty.	Unit	% increase above catalog price
001	License			
0100	Single Organization	1	Sq.Km.	_____%
0101	Federal Department	1	Sq.KM.	_____%
0102	Federal Civil	1	Sq.Km.	_____%
0103	Federal Civil & State/Local/Tribal	1	Sq.Km.	_____%
0104	Federal Civil & Specified Partners	1	Sq.Km.	_____%
0105	Unrestricted	1	Sq.Km.	_____%
002	Public Domain			
0200	Current scene (less than 6 Months from collection) At Full Resolution	1	Sq.Km.	_____%
0201	Scene (6 months – 5 years From collection) at Full Resolution	1	Sq.Km.	_____%

003 DoD

0300 DoD Title 50 +Federal Civilian 1 Sq.Km. _____%

**004 Limited Window
Tasking (Section C,
Paragraph 3a)**

1 Sq.Km. _____%

0400 Order specifying less
Than 20% Cloud Cover 1 Sq.Km. _____%

005 Delivery

0500 Priority Delivery
(Section C. para. 8 1 Sq.Km. _____%

006 SPECIAL DISCOUNTS

0600 USGS special discount on all invoices _____%

0601 For each single order placed for digital products
of archived data, if the aggregate order total is
\$ _____, _____% discount.

0602 When the annual aggregate net invoiced amount
(i.e. the total amount invoiced after application of
Any discounts, credits, returns, adjustments, etc.)
Under this contract reaches \$ _____ then a
_____ % discount will be applied to all subsequent
Invoices. If the total annual aggregate net invoiced
amount under this contract reaches \$ _____
then an additional _____ % discount will be applied
to all subsequent invoices.

0603 Any time the Contractor issues an across-the-board discount
from its published price list to all customers, the government
shall automatically be extended the same discount.

The special discounts described above are all cumulative. If special promotional discounts
are offered and the price of the offer is less than when applying all applicable discounts
described above, the special discounted price shall supercede this discount schedule.

007 Global Coverage 1 Each \$ _____
Satellite Tasking (C.3 Tasking)

OPTION YEAR 1

Item No.	Supplies/Services	Qty.	Unit	% increase above catalog price
001	License			
0100	Single Organization	1	Sq.Km.	_____%
0101	Federal Department	1	Sq.KM.	_____%
0102	Federal Civil	1	Sq.Km.	_____%
0103	Federal Civil & State/Local/Tribal	1	Sq.Km.	_____%
0104	Federal Civil & Specified Partners	1	Sq.Km.	_____%
0105	Unrestricted	1	Sq.Km.	_____%
002	Public Domain			
0200	Current scene (less than 6 Months from collection) At Full Resolution	1	Sq.Km.	_____%
0201	Scene (6 months – 5 years From collection) at Full Resolution	1	Sq.Km.	_____%
003	DoD			
0300	DoD Title 50 +Federal Civilian	1	Sq.Km.	_____%
004	Limited Window Tasking (Section C, Paragraph 3a)			
0400	Order specifying less Than 20% Cloud Cover	1	Sq.Km.	_____%
005	Delivery			
0500	Priority Delivery (Section C. para. 8	1	Sq.Km.	_____%

006 SPECIAL DISCOUNTS

- 0600 USGS special discount on all invoices _____%
- 0601 For each single order placed for digital products of archived data, if the aggregate order total is \$ _____, _____% discount.
- 0602 When the annual aggregate net invoiced amount (i.e. the total amount invoiced after application of Any discounts, credits, returns, adjustments, etc.) Under this contract reaches \$ _____ then a _____% discount will be applied to all subsequent Invoices. If the total annual aggregate net invoiced amount under this contract reaches \$ _____ then an additional _____% discount will be applied to all subsequent invoices.
- 0603 Any time the Contractor issues an across-the-board discount from its published price list to all customers, the government shall automatically be extended the same discount.

The special discounts described above are all cumulative. If special promotional discounts are offered and the price of the offer is less than when applying all applicable discounts described above, the special discounted price shall supercede this discount schedule.

007 Global Coverage 1 Each \$ _____
Satellite Tasking (C.3 Tasking)

OPTION YEAR 2

Item No.	Supplies/Services	Qty.	Unit	% increase above catalog price
001	License			
0100	Single Organization	1	Sq.Km.	_____%
0101	Federal Department	1	Sq.KM.	_____%
0102	Federal Civil	1	Sq.Km.	_____%
0103	Federal Civil & State/Local/Tribal	1	Sq.Km.	_____%
0104	Federal Civil & Specified Partners	1	Sq.Km.	_____%

0105	Unrestricted	1	Sq.Km.	_____%
002	Public Domain			
0200	Current scene (less than 6 Months from collection) At Full Resolution	1	Sq.Km.	_____%
0201	Scene (6 months – 5 years From collection) at Full Resolution	1	Sq.Km.	_____%
003	DoD			
0300	DoD Title 50 +Federal Civilian	1	Sq.Km.	_____%
004	Limited Window Tasking (Section C, Paragraph 3a)	1	Sq.Km.	_____%
0400	Order specifying less Than 20% Cloud Cover	1	Sq.Km.	_____%
005	Delivery			
0500	Priority Delivery (Section C. para. 8	1	Sq.Km.	_____%
006	SPECIAL DISCOUNTS			
0600	USGS special discount on all invoices			_____%
0601	For each single order placed for digital products of archived data, if the aggregate order total is \$_____, _____% discount.			
0602	When the annual aggregate net invoiced amount (i.e. the total amount invoiced after application of Any discounts, credits, returns, adjustments, etc.) Under this contract reaches \$_____ then a _____% discount will be applied to all subsequent Invoices. If the total annual aggregate net invoiced amount under this contract reaches \$_____ then an additional _____% discount will be applied to all subsequent invoices.			

0603 Any time the Contractor issues an across-the-board discount from its published price list to all customers, the government shall automatically be extended the same discount.

The special discounts described above are all cumulative. If special promotional discounts are offered and the price of the offer is less than when applying all applicable discounts described above, the special discounted price shall supercede this discount schedule.

007 Global Coverage 1 Each \$ _____
Satellite Tasking (C.3 Tasking)

OPTION YEAR 3

Item No.	Supplies/Services	Qty.	Unit	% increase above catalog price
001 License				
0100	Single Organization	1	Sq.Km.	_____ %
0101	Federal Department	1	Sq.KM.	_____ %
0102	Federal Civil	1	Sq.Km.	_____ %
0103	Federal Civil & State/Local/Tribal	1	Sq.Km.	_____ %
0104	Federal Civil & Specified Partners	1	Sq.Km.	_____ %
0105	Unrestricted	1	Sq.Km.	_____ %
002 Public Domain				
0200	Current scene (less than 6 Months from collection) At Full Resolution	1	Sq.Km.	_____ %
0201	Scene (6 months – 5 years From collection) at Full Resolution	1	Sq.Km.	_____ %
003 DoD				
0300	DoD Title 50 +Federal Civilian	1	Sq.Km.	_____ %

- 004 Limited Window Tasking (Section C, Paragraph 3a)** 1 Sq.Km. _____%
- 0400 Order specifying less Than 20% Cloud Cover 1 Sq.Km. _____%
- 005 Delivery**
- 0500 Priority Delivery (Section C. para. 8 1 Sq.Km. _____%
- 006 SPECIAL DISCOUNTS
- 0600 USGS special discount on all invoices _____%
- 0601 For each single order placed for digital products of archived data, if the aggregate order total is \$_____, _____% discount.
- 0602 When the annual aggregate net invoiced amount (i.e. the total amount invoiced after application of Any discounts, credits, returns, adjustments, etc.) Under this contract reaches \$_____ then a _____% discount will be applied to all subsequent Invoices. If the total annual aggregate net invoiced amount under this contract reaches \$_____ then an additional _____% discount will be applied to all subsequent invoices.
- 0603 Any time the Contractor issues an across-the-board discount from its published price list to all customers, the government shall automatically be extended the same discount.

The special discounts described above are all cumulative. If special promotional discounts are offered and the price of the offer is less than when applying all applicable discounts described above, the special discounted price shall supercede this discount schedule.

- 007 Global Coverage Satellite Tasking (C.3 Tasking)** 1 Each \$_____

OPTION YEAR 4

Item No.	Supplies/Services	Qty.	Unit	% increase above catalog price
----------	-------------------	------	------	--------------------------------

001 License

0100	Single Organization	1	Sq.Km.	_____%
0101	Federal Department	1	Sq.KM.	_____%
0102	Federal Civil	1	Sq.Km.	_____%
0103	Federal Civil & State/Local/Tribal	1	Sq.Km.	_____%
0104	Federal Civil & Specified Partners	1	Sq.Km.	_____%
0105	Unrestricted	1	Sq.Km.	_____%

002 Public Domain

0200	Current scene (less than 6 Months from collection) At Full Resolution	1	Sq.Km.	_____%
0201	Scene (6 months – 5 years From collection) at Full Resolution	1	Sq.Km.	_____%

003 DoD

0300	DoD Title 50 +Federal Civilian	1	Sq.Km.	_____%
------	--------------------------------	---	--------	--------

**004 Limited Window
Tasking (Section C,
Paragraph 3a)**

		1	Sq.Km.	_____%
--	--	---	--------	--------

0400	Order specifying less Than 20% Cloud Cover	1	Sq.Km.	_____%
------	---	---	--------	--------

005 Delivery

0500	Priority Delivery (Section C. para. 8	1	Sq.Km.	_____%
------	--	---	--------	--------

006 SPECIAL DISCOUNTS

0600	USGS special discount on all invoices			_____%
------	---------------------------------------	--	--	--------

0601 For each single order placed for digital products
of archived data, if the aggregate order total is

\$ _____, _____ % discount.

0602 When the annual aggregate net invoiced amount (i.e. the total amount invoiced after application of Any discounts, credits, returns, adjustments, etc.) Under this contract reaches \$ _____ then a _____ % discount will be applied to all subsequent Invoices. If the total annual aggregate net invoiced amount under this contract reaches \$ _____ then an additional _____ % discount will be applied to all subsequent invoices.

0603 Any time the Contractor issues an across-the-board discount from its published price list to all customers, the government shall automatically be extended the same discount.

The special discounts described above are all cumulative. If special promotional discounts are offered and the price of the offer is less than when applying all applicable discounts described above, the special discounted price shall supercede this discount schedule.

007 **Global Coverage** 1 Each \$ _____
Satellite Tasking (C.3 Tasking)

Table 1. Minimum Required Satellite Data Specifications

Parameter	General Specification
Minimum Image Size	No Minimum
Minimum Order Quantity Per Data Acquisition	No Minimum
Revisit Frequency	Revisit time requirement will vary per task depending on the particular satellite and the required resolution.
Image File Format and media	Industry standard, compatible with accepted image analysis packages such as ESRI ArcInfo, ERDAS Imagine, ENVI and ER Mapper.
Cloud Cover (optical only)	The nominal specification for cloud cover is less than 20%. Individual task orders may have more or less stringent requirements for cloud cover depending on the objectives of the data user.
Resampling Method	Selectable, and at a minimum should include nearest neighbor and cubic convolution.
Metadata File Format	Must include Federal Geographic Data Committee (FGDC) compliant metadata.
Data compression	Use of data compression will be negotiated with each task order. If data compression is used, specify type and level of compression used, and associated losses.
Sensors	Panchromatic, Multispectral, Synthetic Aperture RADAR including all resolutions.
Spectral Response and Collection Modes	The spectral response will vary by task order. For passive radiometric sensors, nominal spectral bands required include, but may not be limited to: panchromatic (visible-near infrared), and visible green, visible red, and near infrared (NIR) bands. In some cases, visible blue coverage will be desired at the same spatial resolution as other visible bands. Short wave infrared (SWIR) and thermal imagery at the best possible spatial resolutions will also be occasionally desired. Stereo imagery may also be requested. Synthetic Aperture RADAR (SAR) imagery in various bands, polarizations, and imaging modes will be required; details will vary by task order.
Processing	All levels - uncorrected, geometrically and radiometrically corrected and orthorectified levels of processing.
Delivery Options	The contractor will provide options for electronic and media delivery, such as, Internet delivery or retrieval, dedicated broadband transmissions, DVDs, portable hard drives, direct downlink from a satellite, and other electronic dissemination means.
Custom Parameters	Contractor may be asked to provide quotes for custom requirements outside normal parameters.