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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 B182 OPTION TO EXTEND SERVICES/CONTRACT PERFORMANCE PERIOD

The Government reserves the right to extend the term of this contract to provide for services as stated herein for up to four (4) additional separate one year periods. Line item prices for each of Option Years 1, 2, 3, and 4 shall be as stated in Section B180, above. (Also see Section I, Clause 52.217-9.)

B.2 B183 CONTRACT ESTIMATED QUANTITIES

(a) Any combination of contract line items may be ordered for any individual task order. The estimated total of all task orders placed under each contract per year is \$15,000,000.00.

(b) Any additional item(s) may be ordered to the extent that the item(s) are not provided to the contractor as Government-furnished property and are required to complete the task. Pricing for these line items will be mutually agreed upon on a task-by-task basis and included in the total fixed price for the subject task order.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 C303 - DESCRIPTION/SPECIFICATIONS/SOW

1 - PURPOSE

The U.S. Geological Survey (USGS), hereinafter referred to as the "Government," requires professional mapping services to provide the timely production of graphics and of spatial vector and raster digital data to support USGS production goals. The USGS focus is to address the mapping needs of various Federal and State agencies, local governments, and individual customers by populating and maintaining databases of mapping and geospatial data from which products can be made through the use of partnership relationships with private contractors. This broad-based contract will serve to accelerate the populating of the databases, meet customer expectations, and will ensure meeting USGS mission requirements.

2 - GENERAL

2.1 - Except for those items specifically identified in Clause C303, 3.6 of this contract and in individual task orders as Government furnished, the contractor, operating as an independent contractor and not as an agent of the Government, shall furnish all facilities, labor, material, and equipment necessary to provide goods and services in accordance with the terms, conditions and specifications set forth below. The contractor shall plan, schedule, and coordinate performance of all work associated with task orders in accordance with the requirements described in Section C. This shall include performing the professional photogrammetric mapping, related surveying work and photointerpretation required to furnish the Government with hard copy and soft copy imagery or maps, digital datasets of land features, digital terrain data, change analysis, reports, and other data together with supporting material developed during the field data acquisition process, as may be required for various projects requested by the National Mapping Division (NMD) of the USGS. Other USGS divisions, and other Department of the Interior bureaus may be provided support in conjunction with a negotiated Memorandum of Understanding (MOU) or interagency agreement with the NMD.

2.2 - Because USGS mapping products are frequently used to support end user activities such as basic site planning, land use/land cover classification and planning, terrain analysis, resource monitoring, census, and geographic information system (GIS) studies, overall project management shall be performed by a professional photogrammetrist or registered/licensed professional engineer with demonstrated skills in all phases of this scope of work. During the performance of the work, the contractor shall provide adequate professional supervision and quality control to assure the timeliness, accuracy, quality, completeness, and progress of the work.

2.3 - Unless specifically stated otherwise, the term "contractor," as used in this Clause and in this contract, shall be interpreted as the prime contractor and any approved subcontractor performing work under the contract.

3 - STATEMENT OF WORK

3.1 - SCOPE

The contractor shall have the capability to provide all services/products described in the Statement of Work. The nature of the work to be performed under this contract primarily involves the photogrammetric and mapping sciences and includes, but is not limited to:

- > photogrammetric mapping;
- > orthophotography;
- > thematic mapping, e.g., land characterization;
- > product generation of new or revised standard and non-standard graphic products, graphic publication separates, and digital products meeting USGS and other specifications;
- > analog and digital imagery applications; and

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> geographic information system services.

Additional work to be performed involves support activities needed to produce and validate a broad range of mapping products and includes, but is not limited to:

- > acquisition of primary source data, e.g., aerial photography, satellite data, and multi-spectral,
- > multi-temporal, and hyper-spectral data;
- > acquisition of ancillary data, e.g., boundaries, name information, road classification guides;
- > survey and control services, to include ground-based and airborne Global Positioning System (GPS);
- > photogrammetric aerotriangulation;
- > photo and image manipulation and interpretation;
- > map digitizing (both vector and raster);
- > data manipulations, e.g., transformations, conversions, integration and conflation;
- > metadata creation;
- > image scanning and processing; and
- > validating deliverables produced by other contractors and other providers.

Deliverables include, but are not limited to: standard USGS products defined by formal and informal product specifications and standards, such as Digital Line Graphs (DLGs), Digital Elevation Models (DEMs), Digital Orthophoto quads (DOQs), Digital Raster Graphics (DRGs), National Aerial Photography Program (NAPP) photography, and graphic products; thematic datasets; evolving products under development; and non-standard and custom graphic and digital products, and associated metadata. All deliverables shall meet all applicable international, national and Federal information technology and geographic information standards, particularly those identified by the Federal Geographic Data Committee (FGDC) as supporting the National Spatial Data Infrastructure (NSDI). Some tasks may require the use of a classified facility (not mandatory).

Work shall be performed within a quality system and deliverables shall meet quality standards based upon defined formal and informal specifications and standards. Product deliveries shall meet defined schedules. Multiple individual task orders will be issued for the NMD which will state project specific information.

3.2 - TELECOMMUNICATIONS

3.2.1 - INTERNET CONNECTION.

The contractor shall set up Internet telecommunications with the Government for the primary purposes of transmitting digital deliverables and receiving digital files provided by the Government as Government-furnished property. The contractor is required to submit digital deliverables by Internet, unless alternative delivery methods are specified by the Government in a task order. The Government will identify a directory to store the deliverable on a Government computer at a Government site. All expenses for deliveries to the Government shall be paid by the contractor.

3.2.2 - ELECTRONIC MAIL SERVICE.

The contractor shall also establish an electronic mail service link with the Government for the primary purposes of exchanging contract or task order documents, receiving product standards and other task-specific information, and submitting task status reports. At some point in the life of this contract, the Government may adopt the use of electronic security devices to safeguard electronic mail

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exchanges between the contractor and USGS contracting personnel. When required by the Government, the Government will provide the necessary technical expertise, hardware (other than the platform), software, installation, and training. Any necessary hardware or software will be provided to the contractor rent-free but title of such hardware or software shall remain with the Government. (See Section I, clause 52.245-2 Alt I)

3.3 - TECHNICAL FLEXIBILITY & TRAINING

3.3.1 - TECHNICAL FLEXIBILITY.

In order to maximize productivity and meet the evolving needs of users, changes are occasionally made to the standards in hard copy or soft copy form. Changes may require modifications in operating practices and software. The contractor shall maintain the flexibility to adapt to such changes. The Government will provide assistance in support of major specification changes.

Modification to technical capabilities may become necessary at some time in the life of the contract. This may be the result of the redefinition of the product to accommodate user needs and to maximize production potential. The NMD will publicize these developments in advance of implementation and the contractor shall be responsible for keeping abreast of such developments. In addition, the NMD will provide advance information on future products directly to the contractor. The contractor shall familiarize himself with the new product information in the event these new products are ordered under this contract. It is anticipated that the general theory of data collection will remain the same, but that the encoding rules and product format may be modified based on modernization concepts. The Government will adhere to the agreed upon standards and product specifications for a given project, but cannot guarantee this for the life of the contract.

Any "changes" as referred to in paragraphs 3.3.1 and 3.3.2, above, will be issued in accordance with Section I Clause 52.243-1, Changes-Fixed Price, Alternate III.

3.3.2 - TRAINING.

Following award of this contract, and with input from the contractor, the Government will evaluate the need to provide training to facilitate the contractor's understanding of the requirements contained in this contract. At times, this training could be held at a Government facility, or at the contractor's site, or through teleconferencing. The NMD will provide training in support of any task order product or service if the contractor believes that such training is essential to successful task order completion. Transportation, per diem, and any other costs incurred by contractor employees who attend such training will be borne in full by the contractor and are not allocable or allowable costs under this contract.

3.4 - PUBLICATIONS & STANDARDS

3.4.1 - PUBLICATIONS.

The National Mapping Program (NMP) Geospatial Standards are a suite of technical documents that describe the specifications for NMP digital and graphic products. These documents exist in the form of Standards, Supplemental Technical Instructions, and Miscellaneous Instructions. The Index of National Mapping Program Documentation, hereinafter referred to as the 'Index,' contains a complete listing of these documents and can be accessed at the web site shown below. The Index replaces the former Checklist of the Manual of Technical Instructions. Refer to the Index for the status and dates for the latest version as well as the dates and transmittal numbers for all change pages:

<http://mapping.usgs.gov/mac/nmpindex.html>

Most NMP Geospatial Standards are available by accessing the following web site:

<http://mapping.usgs.gov/standards>

3.4.2 - STANDARDS

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3.4.2.1 - General.

Because the USGS is a participant on the Federal Geographic Data Committee (FGDC), existing NMD standards, as well as NMD standards under development, are transitioning toward compliance with international, national, and Federal information technology and geographic information standards that support the National Spatial Data Infrastructure (NSDI). Some of these standards that guide the development of NMD standards include:

- (a) FGDC-STD-001-1998: Content Standard for Digital Geospatial Metadata (version 2);
- (b) FGDC-STD-002.5: Spatial Data Transfer Standard (SDTS) Part 5: Raster Profile with Extensions;
- (c) FGDC-STD-002.6: Spatial Data Transfer Standard (SDTS) Part 6: Point Profile;
- (d) FGDC-STD-007.1-1998: Geospatial Positioning Accuracy Standard Part 1: Reporting Methodology;
- (e) FGDC-STD-007.3-1998: Geospatial Positioning Accuracy Standard Part 3: National Spatial Data Accuracy Standard;
- (f) ISO 12087-5:1998: Basic Image Interchange Format; and
- (g) ANSI/NCITS 320-1998: Spatial Data Transfer Standard.

Appendix A is a document that provides important background information regarding NMD standards transitioning. Information regarding the activities of the FGDC, or the NSDI can be found at the following web site:

<http://www.fgdc.gov/standards>

3.4.2.2 - NMD standards.

Unless modified, augmented, or clarified in a task order, all deliverables requested and delivered under this contract shall be compliant with:

- (a) the standards documents cited in Clause C303, 3.4.2.1 above;
- (b) the most current applicable NMD Standards/Technical Instructions listed in the Index of National Mapping Program Documentation;
- (c) Appendix B, NAPP Specifications and Requirements;
- (d) Appendix C, Digital Orthophoto Quadrangle (DOQ) Specifications and Requirements;
- (e) any customer-supplied standards, technical instructions, or other guidance documents, which would be cited in and provided with the task order; and
- (f) other applicable standards listed in Clause C303, 3.4.2.3 below.

3.4.2.3 - Other applicable standards.

Other Government agency standards or technical instructions not listed in the Index that will apply or occasionally apply to deliverables include:

- (a) Federal Information Processing Standards Publications (FIPS PUBS):

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(1) Unless specified otherwise in task orders, all deliverables must conform with the relevant portion or portions of the current version of the Federal Information Processing Standards Publications (FIPS PUBS), prepared by the National Institute of Standards and Technology. If the contractor's equipment is excluded in accordance with the respective Standard's procedures, the contractor should so specify. The Government reserves the right to accept the exclusion as satisfactorily meeting the FIPS PUBS/STD requirement.

(2) FIPS PUBS are sold by the National Technical Information Service (NTIS). Requests for single or quantity orders of FIPS PUBS should be sent to:

National Technical Information Service (NTIS)
U.S. Department of Commerce
5285 Port Royal Road
Springfield, VA 22161

Telephone Number: (1-800)-553-6847 or (703)-605-6000

FAX Number: (703)-321-8547

Web site: <http://www.ntis.gov>

(b) Cartographic Feature Files: A Synopsis for the User (USDA), and

(c) USDA Forest Service Cartographic Feature File (CFF) Digitizing Guide and Feature (Attribute) Code Table.

3.4.2.4. - Conformance to Evolving Standards.

The contractor shall plan for the evolution of the standards to which geographic information is selected, represented, and communicated during the life of the contract. Contractors shall be able to support emerging standards quickly, if not immediately, upon their release. The contractor is expected to engage in the standards-development process in order to understand the technologies and requirements of emerging standards. Relevant standards organizations are listed in Section 3.4.2.5.

3.4.2.5 Sources of Emerging Standards.

There are three main sources of emerging standards in the domain of geographic information. These are listed below, along with their web sites:

- > ISO/TC 211, <http://www.statkart.no/isotc211>
- > The U.S. Federal Geographic Data Committee, <http://www.fgdc.gov/>
- > The Open GIS Consortium, <http://www.opengis.org>

The contractor is encouraged to monitor the web pages published by these organizations to identify the technologies needed to support emerging standards. For example, selecting "Open GIS Specifications" at the OGC page provides access to a downloadable list of Abstract Specifications, Implementation Specifications, and Recommendation Papers.

3.4.2.6 - Introduction of new standards.

As new products are developed, their accompanying standards will appear initially in the Index as a draft. As draft standards become finalized as a new standard, or as part of a revised standard, they will be incorporated by unilateral contract modification into this contract. The Index should always be consulted prior to the start of each task order to confirm the correct standards version.

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3.5 - QUALITY CONTROL & QUALITY ASSURANCE

3.5.1 - GENERAL.

Quality is a key element of this contract. Many task orders will require the production of a large number of data items with few, if any, errors tolerated. Achieving virtually error free production requires a conscientious and comprehensive quality program that consistently builds quality into the product. The Government must have full confidence in the quality of the deliverable to allow the Government to use statistical sampling techniques to minimize the deliverable acceptance process. To achieve this level of quality, all work shall be performed within a quality system that complies with ANSI/ISO/ASQC Q9002-1994.

3.5.2 - QUALITY SYSTEM.

The contractor's quality system, shall, at a minimum, be composed of the basic quality system elements outlined in Appendix D, which are extracted from the ANSI/ISO/ ASQC Q9002-1994, Quality Systems - Model for Quality Assurance in Production Installation and Servicing. In accordance with Section E clause 52.246-4, Inspection of Services-Fixed Price, the Government reserves the right to inspect all contractor processes and documentation to assess the contractor's compliance with and commitment to the basic Quality System. The ANSI/ISO/ASQC Standard Q9002-1994 can be purchased from:

American Society for Quality (ASQ)
611 East Wisconsin Avenue
P.O. Box 3005
Milwaukee, WI 53201-3005
Phone: (800)-248-1946, (414)-272-8575
Web site: <http://www.asq.org>

American National Standards Institute (ANSI)
11 West 42 Street
New York, NY 10036
Phone: (212)-642-4900
Web site: <http://www.ansi.org>

3.6 - GOVERNMENT-FURNISHED PROPERTY (GFP)

The Government will normally provide the contractor with one or more of the following GFP items to support various mapping task orders, if available, and in accordance with the following paragraphs, Clause H1480, and Section I Clauses 52.245-2, Government-Furnished Property, Alternate I, and 52.245-19, Government Property Furnished 'As Is,' of this contract. The task order will stipulate which of the Section I Government-Furnished Property clauses will apply to each GFP item being provided.

3.6.1 - IMAGERY SOURCE.

If available and when appropriate, the Government will provide imagery to the contractor to support various mapping projects in the form of NAPP photography or low flying photography (film positives or prints), DOQs (NAPP prints included), Image Derived Product (IDP), or satellite imagery. The contractor shall have the capabilities to use imagery source as part of an overall mapping process. When suitable imagery is not available, the Government will authorize the contractor to acquire the necessary imagery in accordance with Clause C303, 3.8 or 3.9. The contractor shall have the necessary equipment and personnel to acquire imagery source if authorized.

3.6.2 - SOFT COPY MAP SOURCE.

If available and when appropriate, the Government will normally provide the contractor with soft copy map source, such as DLGs, CFFs, DRGs, Arc coverages, Topologically Integrated Geographic Encoding and Reference system (TIGER) data, other mapping organization (OMO) data, etc., for a given project area. The contractor shall have the capability to convert, integrate, and conflate soft copy map sources of various scales and datums as part of an overall mapping process to produce updated, revised, or new product deliverables.

3.6.3 - ORIGINAL MAP SOURCE.

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If imagery source or soft copy map source is not available, or if the contractor's process requires them, the Government may provide the contractor with a set of stable base film reproductions (positive or negative) of the original map color separations for quadrangles in a given project area. The contractor shall have the capability to use Government supplied hard copy map source as part of an overall mapping project effort.

3.6.4 - ANCILLARY MATERIAL/DATA.

Depending on the requested deliverable, the Government will research, evaluate, and provide the contractor with ancillary (project support) material or data, such as published topographic maps, Geographic Names Information System (GNIS) names listings, extracts from Federal Information Processing Standards Publication 55 (FIPS PUBS 55), locations of established vertical and horizontal control, boundaries, built-up area guides, road classification guides, etc. The contractor shall have the capability to effectively use these sources, some of which may require conversion by the contractor, as part of an overall mapping project effort.

3.6.5 - AVAILABLE GOVERNMENT SOFTWARE.

The following Government software is available to the contractor upon request for the creation, processing, and verification of some of the USGS standard products that may be requested under this contract. The Government will use many of the listed software packages as part of Government inspection of deliverables.

Most of the below listed software was originally developed to operate on a Data General DG/UX Unix operating system. Some of the software has since been ported to operate on a SUN/Solaris platform, whereas others have been ported to a Windows NT platform. The Government will not convert software to operate on other computer platforms or systems:

3.6.5.1 - From the USGS:

- > Digital Line Graph Processing System (PROSIX)
- > TRMPLOT
- > Reviewing, Editing, and Tagging Software for Automated Mapping (RETSAM) - runs with MICROSTATION (MICROSTATION is not public domain)
- > Microstation Vector Editing System (MVES)
- > Microstation Statistical Review System (MSRS)
- > Digital Line Graph Error Checking System (DECS)
- > Revision and Product Generation System (REVPG) - runs with ARC/INFO (ARC/INFO is not public domain)
- > DLG-F (Feature) Production System Software
- > Systematic Horizontal Adjustment of Positional Error System (SHAPES)
- > Universal Projection Plotting System (UPPS) - (portions of)
- > DEM Validation Software (DVS)
- > EDITDEM
- > Digital Aerotriangulation System (ATS)
- > Digital Orthophoto Production System (DOPS)

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> DOQ Keyword Validation Software (KVS)

3.6.5.2 - From the National Geodetic Survey (NGS):

> North American Datum Conversion (NADCON)

> North American Vertical Datum Conversion (VERTCON)

3.7 - METADATA REQUIREMENT

For each deliverable requested in a task order, the Government will state whether or not the contractor is required to submit metadata to accompany the deliverable. Some task orders may require the contractor to provide a hard copy report or complete a Government-prepared form for only a portion of the metadata description. In other task orders, the contractor shall provide a nearly complete, FGDC-compliant metadata in the form of a text file that can be imported into a metadata collecting tool for subsequent processing in the Metadata Parser (mp) software.

All metadata produced by the contractor, whether in whole or in part, shall be compliant with the standard FGDC-STD-001-1998, Content Standard for Digital Geospatial Metadata (see Clause C303, 3.4.2.1). A copy of the standard can be obtained at the following web site:

<http://www.fgdc.gov/metadata/constan.html>

At some point in the life of this contract, the Government may provide the contractor with software tools for collecting metadata. Prior to requiring the contractor to provide metadata using the software tool, the Government will provide the necessary technical expertise, software, hardware (other than the platform), installation, and training. The software tool will be provided to the contractor rent-free but title of such software shall remain with the Government.

3.8 - PHOTOGRAMMETRIC MAPPING SERVICES

3.8.1 - ACQUISITION OF AERIAL PHOTOGRAPHY

3.8.1.1 - General.

When not provided by the Government as GFP, the contractor or subcontractor shall have access to the aircraft, equipment, film laboratory, personnel, and expertise to acquire, control, and process aerial photography to serve as source for aerotriangulation, orthophotography, and map compilation and revision processes. It is anticipated that many tasks will use aerial photography acquired to the specifications of the National Aerial Photography Program (NAPP), although other tasks will require a departure from those specifications to meet specific task requirements. If other than NAPP photography is requested, the contractor shall also be capable of designing flight diagrams, if authorized by the Government. Task orders may request vertical or oblique aerial photography, request that photography be controlled by ground-based or airborne Global Positioning System (GPS) means, and may require the use of either black & white, color, black & white infrared, or color-infrared film. For reference, the specifications for NAPP photography is contained in Appendix B, NAPP Specifications and Requirements.

3.8.1.2 - Calibrated Camera System.

To meet NAPP photography requests, the contractor or his subcontractor shall possess camera systems which meet the requirements contained in Appendix B.1, USGS Aerial Camera Specifications, as determined by a current USGS camera calibration test report.

3.8.1.3 - Deliverables/Task Orders.

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Deliverables typically associated with aerial photography requests include, but not limited to, camera calibration test report, exposed roll film, positive inspection prints, film diapositives, photomosaics, flight diagram, photography supplemental reports, and a report of control used.

Task orders requesting aerial photography deliverables may be written with reference to Appendix B, but could be modified, augmented, or clarified to accommodate photography requests in a non-NAPP format.

3.8.2 - SURVEY AND CONTROL SERVICES

3.8.2.1 - General.

Survey and control services may be required under this contract to support photogrammetric mapping. The contractor shall provide survey crews with professional survey personnel and equipment capable of performing observations and measurements that meet the required accuracy necessary for controlling aerial photography and supporting photogrammetric mapping efforts. Some tasks may require the use of ground-based or airborne GPS systems. Typical activities associated with survey and control services include the following:

- > Recovering existing survey marks (control) and monumenting new control;
- > Establishing, densifying, or connecting third- and fourth-order horizontal and vertical control networks using standard engineering traverse, differential leveling, GPS, or electronic total measurement techniques;
- > Determining the minimum horizontal and vertical control points with supplemental control points required for individual stereoscopic models;
- > Surveying vertical and horizontal control points within a closed traverse or closed level loop with reference to annotated control photos and to a stated datum, and recording observations. At a minimum, the contractor shall be able to survey using the horizontal datums of North American Datums of 1927 (NAD27) and 1983 (NAD83), the vertical datums of National Geodetic Vertical Datum of 1929 (NGVD29) and North American Vertical Datum of 1988 (NAVD88), and the local State Plane Coordinate System;
- > Field classifying, verifying, or clarifying mapworthy features shown on aerial photographs, lithos, or on compilation manuscripts; and
- > Surveying in support of ancillary data gathering.

3.8.2.2 - Registered/Licensed Professional Engineer.

All surveying work performed under this contract will be directed, approved, and certified by a professional photogrammetrist or registered/licensed professional engineer.

3.8.2.3 - Deliverables/Task Orders.

Deliverables associated with survey and control services could include: the submission of original bounded survey books containing survey observations and closures; a written evaluation of existing control; documentation of survey traverse closure and level circuit closure accuracies; aerial photographs, lithos, or other annotated with feature classification markings; and submission of maps showing the physical location of all required horizontal and vertical points, and monumented control on or adjacent to the project area.

Task orders requesting field surveys will state the parameters, limitations, and special conditions associated with the project area, specify the horizontal and vertical datums to be used, and the availability of GFP.

3.8.3 - ANALYTICAL AEROTRIANGULATION

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3.8.3.1 - General.

The contractor shall have the equipment and expertise to perform fully analytical aerotriangulation (AT) in accordance with Appendix C, Digital Orthophoto Quadrangle (DOQ) Specifications and Requirements, for the purposes of controlling aerial photography for subsequent use in photogrammetric mapping, to support DOQ production, or in developing other orthophotography products.

The contractor shall be capable of performing the following activities associated with this requirement:

- > Determining optimum location, quality, and accuracy of all ground surveyed control points used for controlling the AT adjustment;
- > Performing AT block adjustments using fully analytical techniques. AT software shall be sufficiently rigorous to meet USGS requirements for photogrammetrically derived control, both horizontal and vertical, and be able to use as source control ground GPS, airborne GPS, conventional control, or any combination of the three; and
- > Identifying and labeling contact (control) prints or diapositives with all ground control and supplemental control points.

3.8.3.2 - Deliverables/Task Orders.

Deliverables associated with performing AT could include: a plot or printout of the AT block adjustment showing the distribution of all control points, passpoints, and tie points; digital control source files (e.g., GPS, etc) of horizontal and vertical input control, adjusted ground coordinates, refined photo coordinates, and measured occurrences of the horizontal and vertical control with their respective residuals (adjusted control point positions); a statistical summary of block adjustments; a printout showing a cross-reference between control point labels and AT point number assignments; and site sketches, other pertinent field information (in addition to control lists), and contract prints when new control is acquired.

Task orders will indicate the accuracy requirement of the AT adjustment, the distribution, location, and minimum number of ground vertical and horizontal control points necessary to control subsequent production activities; and the required deliverables.

3.8.4 - SCANNING SERVICES

3.8.4.1 - General.

In general, the contractor shall have the equipment and expertise to perform hard copy scanning and image scanning to produce raster files. Specifically, the contractor shall be able to: (1) convert, through scanning, aerial photographs into soft copy image files for use as photogrammetric mapping source, or to create USGS DOQs or other orthophotography products; and (2) convert, through scanning, existing black & white or color graphic maps, or stablebase film reproductions (positive or negative) of map separates to produce raster files used as source for creating or revising a variety of USGS standard and non-standard products, such as DLGs, DEMs, and DRGs.

Additionally, the contractor shall be capable of performing the following activities associated with scanning services:

- > Scan stablebase film reproductions with a "real" scan resolution of up to and including 1000 dots per inch (DPI);
- > Scan aerial photographs using an aperture size as small as 15 microns (1700 DPI);
- > Properly geo-reference raster files to a theoretically known domain through resampling and best-fit registration; and
- > Integrate, merge, register, and align a raster file with other raster and vector files.

3.8.4.2 - Deliverables/Task Orders.

Deliverables associated with scanning services are DRGs conforming to USGS specifications, or raster files of varying resolution and formatted to a variety of common industry-recognized file formats.

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Task orders will specify the desired scanning resolution or scanning range, associated Standards, geo-referencing technique, degree of resampling, color quantization scheme, output file format, filenaming convention, and the nature and availability of GFP.

3.8.5 - ORTHOPHOTOGRAPHY

3.8.5.1 - General.

The contractor or subcontractor shall have the equipment, personnel, and expertise to provide the Government with USGS standard DOQs (or other forms of digital orthophoto data files) in accordance with Appendix C, Digital Orthophoto Quadrangle (DOQ) Specifications and Requirement, which details the nature of GFP, specifications and requirements, and deliverables associated with orthophotography.

Depending on the availability or suitability of GFP, the contractor may be required to perform the following activities:

- > Acquire aerial photography;
- > Scan aerial film diapositives;
- > Obtain Inertial Measurement Unit (IMU) observations, GPS measurements, or appropriate ground control for use in an AT solution;
- > Identify AT control points and perform AT block adjustments; and
- > Produce USGS DEMs from scanned hard copy contour separates or other means to support DOQ creation.

Additionally, the contractor shall be able to perform orthophoto digital rectification, produce digital orthophoto mosaics, and perform horizontal datum transformations from NAD27 to NAD83 or to State Plane Coordinate System.

3.8.5.2 - Deliverables/Task Orders.

In addition to DOQs and DEMs, other possible deliverables could include: aerial photography (prints, diapositives, & soft copy), airborne GPS data, ground geodetic control data, and digital orthophotomosaic files. (Section 6 of Appendix C contains greater detail on possible deliverables.)

Task orders requiring orthophotography and related products may be written with reference to Appendix C, but may be modified, augmented, or clarified to address special requirements.

3.8.6 - ACQUISITION OF ANCILLARY DATA

3.8.6.1 - General.

When ancillary data is unavailable, or when available ancillary data is determined by the Government to be unsuitable or insufficient, the Government may authorize the contractor to acquire data necessary to support photogrammetric mapping. The contractor shall have the capability to effectively research, obtain, and evaluate ancillary materials/data which may entail: contacting various Federal, State, county, city, public and private entities; researching various publications, databases, and web sites; conducting surveys; and converting hard copy or soft copy information sources for subsequent conflation or integration with source data.

Any ancillary data acquired or owned by the contractor that the contractor intends to use in the formation of the deliverable shall be reviewed and approved by the Government prior to its use. The contractor shall also submit the acquired or owned ancillary data to the Government with the deliverable for inspection, along with a brief explanation stating how and where the data were used. Any ancillary data acquired by the contractor shall become Government property upon receipt. Any ancillary data owned by the contractor will be returned to the contractor after deliverable acceptance.

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3.8.6.2 - Deliverables/Task Orders.

Examples of ancillary data that the contractor may be authorized to acquire may include, but is not limited to, any or all of the items mentioned in Clause C303, 3.6.4 as being provided as GFP. Task orders will state what ancillary data items will need to be acquired by the contractor to supplement photogrammetric mapping.

3.8.7 - MAP COLLECTION & REVISION

3.8.7.1 - General.

In general, the contractor shall have the trained personnel and equipment to perform photogrammetric stereo or monoscopic collection, compilation or revision leading toward the creation of feature-oriented or theme-oriented digital datasets, plot files, or finished graphic maps in various scales, map projections, and datums.

Specifically, the contractor shall be:

- (1) Able to produce unrevised USGS standard and non-standard DRGs, DEMs, and DLGs collected from existing graphics in the form of scanned original map separates, scanned lithos, DRGs, or other source;
- (2) Knowledgeable with graphic revision procedures to produce USGS Basic Revision and Complete Revision graphic products (to include non-standard forms) from aerial photography, scanned map separates, DOQs, DRGs, CFFs, or other source; and
- (3) Knowledgeable with digital revision procedures to produce USGS Digital Limited Update and Digital Standard Update DLG-3, National Hydro Dataset (NHD), revised DEM, replacement DRG, or other standard and non-standard digital products from aerial photography, scanned map separates, DOQs, DRGs, CFFs, or other source.

The contractor shall also be capable of performing the following activities associated with this requirement:

- > Calculating and setting stereomodels for feature extraction;
- > Capturing or revising topographic and planimetric features that are identifiable or interpretable from image source (primarily aerial photography or DOQs) into specified data themes or categories in accordance with X, Y, and Z positional, attribute, and content accuracies associated with the requested standard or non-standard product;
- > Identifying and establishing features, feature IDs, and feature relationships using data conflation, integration, conversion (predominantly DLG-3 to feature-based DLG), and feature building/joining techniques to create customer-defined data "packages" such as NHD as part of an overall feature-based DLG effort;
- > Developing and documenting the methods and procedures used by photogrammetrists to mitigate unusual compilation circumstances or difficulties, both on the project and individual quadrangle level;
- > Assimilating Government-supplied, or contractor-obtained ancillary data of various scales, projections, and datums (both soft copy and hard copy) into the final digital or graphic product through the use of conversion, conflation, and integration tools and methods;
- > Applying symbols to compiled or revised planimetric and topographic features by analog or digital means in accordance with USGS (or other organization) specifications;
- > Applying feature names to compiled or revised planimetric and topographic features on graphic products obtained from existing sources such as GNIS, TIGER, U.S. Board on Geographical Names, and other sources;
- > Applying graphic "collar" information in accordance with USGS-supplied style (layout) sheets and standards;

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- > Performing cartographic scribing or drafting on scale-stable materials for subsequent product generation;
- > Map editing for the purposes of ensuring compliance to content and positional accuracy specifications, and proper feature labeling, density, portrayal, and clarity, and,
- > Providing hard copy plots of digital data to support Government inspection.

3.8.7.2 - Equipment and Personnel.

Analytical stereoplotters used by the contractor shall be capable of automatically performing and adjusting interior, relative, and absolute orientations, output statistical data thereof, transferring horizontal/vertical control information, and generating digital data of observed topographic/planimetric feature information into spatial layers directly compatible with three-dimensional design file criteria. Contractor personnel shall be skilled in photointerpretation, scribing, and drafting.

3.8.7.3 - Deliverables/Task Orders.

In addition to a variety of unrevised and revised standard and non-standard digital data, and plot files and DRGs for graphics, other deliverables associated with this requirement could include: providing the Government with analytical plotter orientation parameters and statistical outputs for each stereomodel setup; submitting a report on the methods and procedures used at the individual or project level; producing press-ready scribed map separates; providing validation plots; and submitting a report on the use of ancillary data acquired or owned by the contractor.

Task orders will identify the type of deliverable(s), along with their appropriate specifications; nature, suitability, and availability of GFP and ancillary information; datums, projections, and scales to be used; the use of style sheets (when provided by the Government); and examples provided by the Government as guides.

3.8.8 - PRODUCT GENERATION

3.8.8.1 - General.

The contractor shall have the equipment and trained personnel to perform product generation services, which consist primarily of producing graphic publication separates and other hard copy products from digital plot files and scribed compilation manuscripts. This requirement may be part of an overall graphic/digital compilation or revision mapping request, or may be a standalone requirement to support NMD mass printing or publication efforts.

Specifically, using theme-oriented digital plot files of different formats, or scribed compilation manuscripts, the contractor shall be able to perform the following activities associated with product generation:

- > Developing or using symbology tables, map projection software, and performing scaling, i.e., enlargements and reductions;
- > Producing photographic film products, multiple-color proofs, or color/B&W hardcopy graphic products. Photographic film products include the range of film products associated with aerial photography (e.g., diapositives, contact prints), and film products associated with mass producing paper maps. The contractor shall be capable of providing film products for the latter having characteristics that fall within the following parameters:

- (1) Film material type may be clear, matte, or opaque-backed,
- (2) Image may be positive or negative,
- (3) Location of the image emulsion may be either "right-reading" (i.e., located on top of film), or "left-reading" (emulsion located on bottom of film) when the image "reads" correctly;
- (4) Film material thicknesses may be specified up to, and including .007 inch (.18 mm), and

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(5) Film material sizes may range up to an estimated maximum of 30 inches by 48 inches (76.2 cm by 121.9 cm), although it is anticipated that most requests will be for the 24 inches by 30 inches (61 cm by 76.2 cm) size; and

> Punch registering film using the Standard Stoesser Punch system, or a similar punch system which will not interfere with the NMD later repunching the materials using a Standard Stoesser Punch. Punch registering film will be necessary when multiple thematic outputs are requested to yield a single printed product. (The NMD currently uses Agfa Avantra 44 film recorders using a Standard Stoesser Punch system.)

3.8.8.2 - Deliverables/Task Orders.

Task orders shall state the characteristics of the plot files, the desired characteristics of either the film or litho products, any applicable standards, and what Government symbology tables are available and applicable.

3.9 - THEMATIC MAPPING

3.9.1 - GENERAL.

The contractor or subcontractor shall have the equipment, personnel, and expertise to acquire, process, control, interpret, and integrate multiple sensor image data to support mapping and data collection projects, predominately thematic mapping.

Specifically, the contractor shall possess the necessary skills to perform the following activities associated with thematic mapping:

- > Acquiring, interpreting, and processing data obtained from a variety of single or multiple data sources, such as aerial photography and satellite imagery, and elevation data obtained from airborne laser and radar sensors, or other multi/hyper-spectral, multi-temporal, multi-scale sensing devices;
- > Performing digital image processing skills, to include, at a minimum, geo-registration, radiometric correction, rectification, mosaicing, image enhancement, restoration, classification, feature information extraction, and accuracy assessment;
- > Integrating digital image data with graphic ancillary data, which may involve digitizing features, and involve classifying raster images associated with land use/land cover classification schemes; and
- > Merging digital thematic layer(s) with other mapping databases to enhance existing mapping databases to support geographic modeling in a Geographic Information System (GIS) environment.

3.9.2 - DELIVERABLES/TASK ORDERS.

Deliverables associated with thematic mapping include datasets representing, but not limited to: land characterization, terrain modeling, plant vitality, soil moisture, thermal variance, and vegetation themes. Other deliverables may include high resolution elevation data derived from laser and radar sensor data, such as Light Detection and Ranging (LIDAR) or Interferometer Synthetic Aperture Radar (IFSAR), or Digital Terrain Models (DTMs) at the original resolution or spacing, and in standard USGS DEM or other formats.

Task orders requesting thematic mapping deliverables will specify such items as: the area of coverage, what active or passive sensors are required, existing ancillary data, examples and references, required data formats, parameters and limitations, the required image sensing range, the classification scheme to be used, and the extent of data rights.

3.10 - OTHER REQUIREMENTS

3.10.1 - GENERAL.

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The NMD anticipates requests for mapping, mapping support services, and mapping assistance from agencies of a nature where the requirement cannot be readily assigned to any of the previously described sections in this contract. Examples of such requests could include:

- (1) Providing data resulting from new, emerging hardware or software technology for the purposes of testing and researching its usefulness and viability in cartographic applications or geographical information system (GIS) environments.
- (2) Assemble, composite, convert, and reformat graphic map materials, digital data, and other sources of map information on behalf of a requesting agency for use in a GIS application, analysis study, or research;
- (3) Develop and test computer programming aids, such as translation or conversion software, macros, routines, etc., to streamline map production or product generation processes;
- (4) Assist, coordinate, or review standards, specifications, or procedural documents pertaining to mapping processes or applications, quality assurance and quality control, or the technical use of mapping tools or equipment;
- (5) Remediation site mapping or other physiographic features that can be mapped using traditional or unconventional mapping methods, in support of hazardous waste disposal, terrain analysis, hydrologic studies, natural and manmade hazards mitigation, etc.; and
- (6) Perform, or assist in, quality assurance or quality control on deliverables produced by other qualified contractors under contract with the USGS, or on deliverables produced by various agencies under a work-share agreement, innovative partnership, or similar agreement with the USGS, in accordance with Clause 303, 3.12.

3.10.2 - TASK ORDERS.

Task orders will be written to accommodate customer needs and will cite what standards apply (if any), available source and ancillary data, timeframes, and other parameters associated with the mapping or mapping assistance effort.

3.11 - DIGITAL DELIVERABLES

All vector and raster digital deliverables (including metadata files) produced by the contractor shall be submitted in accordance with the following:

3.11.1 - ACCURACIES.

The positional, content, attribution, and metadata accuracies for digital deliverables shall conform to specifications stated in each task order.

3.11.2 - DELIVERY MEDIUM.

All digital deliverables shall be submitted to the Government by Internet connection, unless an alternative delivery medium is requested by the Government in a task order. If alternative delivery medium is requested, the delivery medium used by the contractor shall become Government property upon receipt.

3.11.3 - FORMAT.

Because some digital deliverables can be formatted differently, such as DLGs, the digital data shall be formatted as stated in each task order.

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3.11.3.1 - The digital deliverable shall be fully operational, by translation or other process, on the operating system prescribed in each task order. Examples of such formats include USGS, and industry-recognized platforms such as Microstation, ARC/INFO, and ERDAS. This requirement can be met by delivering data that conforms to an ANSI or FGDC-approved profile of the Spatial Data Transfer Standard (SDTS).

3.11.3.2 - If requested by the Government in a task order, the contractor shall be able to submit deliverables compressed using industry-recognized compression routines (e.g., UNIX compress utility), and be able to digitally-link, or "tar" together, individual digital deliverables to facilitate Internet transmission and subsequent Government validation and archival.

3.11.4 - FILENAMING CONVENTION.

For the purposes of identifying and tracking, each individual digital deliverable shall be named in accordance with a file naming convention described in each task order.

3.12 - DELIVERABLE VALIDATION

Any one or a combination of three validation scenarios listed below are possible. Task orders will specify who shall be responsible for performing deliverable validation if other than the Government, and what shall constitute an acceptable validation procedure and supporting documentation. Any errors found during the contractor's internal review, or as of a result of validation shall be corrected by the contractor at the contractor's expense:

3.12.1 - GOVERNMENT VALIDATION.

The Government shall perform validation in accordance with Clause E780 of this contract.

3.12.2 - CONTRACTOR VALIDATION.

The contractor shall perform validation and present documented proof as to the accuracy or performance of the deliverables in accordance with guidelines specified by the Government in task orders.

3.12.3 - CUSTOMER or OUTSOURCED VALIDATION.

An outsourced validator under contract with USGS (as defined in the Glossary (see Section J, Attachment A)), or the customer shall perform validation, if stated in the task order.

3.12.3.1 - In the event that validation is performed by an outsourced validator, the identity of the contractor will remain anonymous. The outsourced validator will perform a very complete independent QA/QC and provide reports to the Government to communicate with the contractor if there are problems. If a deliverable is ultimately rejected by the Government, the outsourced validator will not be awarded the rejected project.

3.12.3.2 - Circumstances that might prompt utilization of an outsourced validator to perform QA/QC of the contractor's deliverables include start-up production of a new product or production of a very unique deliverable, where the government may not have sufficient staffing to perform a near 100% QA/QC.

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C.2 C380 - INCORPORATION OF CONTRACTOR'S SF-254/255

The Contractor's SF254/255, dated * , submitted in response to the Commerce Business Daily announcement entitled A-E Services (Non-Construction) for Photogrammetric and Mapping Services, published May 9, 2000, are incorporated by reference into the contract.

The contractor's SF-254/255 referenced herein is designated as item (f), following "the specifications," in the clause FAR 52.215-08, Order of Precedence.

* To be completed at time of award.

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SECTION D -- PACKAGING AND MARKING

D.1 D501 - PACKAGING AND MARKING - COMMERCIAL PRACTICE (MODIFIED)

D501 Packaging and Marking - Commercial Practice (Modified)

- (a) Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with standard commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Do NOT use styrofoam particles (i.e., peanuts) to package materials.
- (b) All containers shall include a packing slip and shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, task order number (if any), and contractor's name.
- (c) All shipment of items, including Government-Furnished Property, between the Government and the contractor shall be at the expense of the sender. The contractor shall ensure that shipped property can be traced or tracked.

D.2 D515 - MARKING - MAGNETIC MEDIA (INCLUDING DIGITAL DATA) (MODIFIED)

Packages containing digital data on magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.246-02	Inspection Of Supplies--Fixed Price	August 1996
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-16	Responsibility for Supplies	April 1984

E.2 E701- INSPECTION -- SUPPLIES AND SERVICES (MODIFIED)

- (a) The Inspection of Supplies clause incorporated above applies to all final products delivered by the contractor.
- (b) The Inspection of Services clause incorporated above applies to all services performed under individual task orders.

E.3 E710 - INSPECTION AND ACCEPTANCE (MODIFIED)

- (a) Inspection, acceptance, and rejection decisions will be based upon compliance with Section C of this contract and the task order statement of work.
- (b) Inspection of delivered items shall be performed at destination by the Contracting Officer's Representative (COR), or Point-of-Contact (POC) for validation as designated in the task order. The government, at its discretion, may designate the POC for validation as being another contractor under contract to the NMD for the purpose of performing QA/QC activities. Such contractor may be another contractor awarded a contract under this solicitation or may be a contractor available to the NMD from other sources. Task orders requesting multiple types of products or services may be inspected at multiple locations.
- (c) Written notification of Government acceptance of deliverables will be provided by the COR. Written notification of rework of deliverables will be furnished by the COR or his authorized Government POC designated in the task order. Written notification of rejection of deliverables will be furnished by the Contracting Officer.

E.4 E720 - INSPECTION PERIOD (MODIFIED)

- (a) Due to the complexity of items to be furnished hereunder, inspection and acceptance/rejection of deliverable items cannot be accomplished in seven (7) days. Accordingly, subparagraph (a)(4)(i)(A) and (B) of Section I, Clause FAR 52.232-26, Prompt Payment for Fixed-Price Architect-Engineer Contracts, is hereby modified to increase the constructive acceptance period, also referred to elsewhere in this contract as the "inspection period," as follows:

- (1) For NAPP aerial photography deliverables, the inspection period is ninety (90) calendar days.

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(2) For deliverables other than NAPP aerial photography, the length of the inspection period will be as stated in Section E of the task order. The inspection period will fall within a range from a minimum of thirty (30) calendar days up to a maximum of sixty (60) calendar days.

(b) The inspection period begins the first full Government business day following Government receipt of the delivery lot AND upon Government receipt of any GFP items (if any) the Government has requested in Section H of the task order to be returned with that delivery lot.

(c) If any delivery lot is submitted late, the Government is entitled to an extension of the inspection period, not to exceed an additional thirty (30) calendar days beyond the inspection period stated in Section E of the task order.

(d) If any delivery lot is submitted early, the Government reserves the right to begin the inspection period based on the delivery lot's original negotiated due date.

E.5 E780 - INSPECTION AND ACCEPTANCE PROCEDURES (MODIFIED)

(a) Inspection Technique.

The Government will perform one or more of the following inspection techniques:

- (1) a full inspection of all deliverables;
- (2) a partial inspection of all deliverables or a full inspection of a few deliverables;
- (3) an inspection based on a statistical sampling technique;
- (4) a review of the contractor's inspection documents, if requested as a deliverable in a task order;
- (5) a full review of outsourced validator's* or customer inspection documents in combination with one or more of the other four scenarios listed in Clause E780(a)(1) through (a)(4).

*See Definition of "outsourced validator" in the Glossary (Section J, Attachment A).

(b) Inspection Procedure.

Unless stated otherwise by the Government in a task order, the inspection procedure will involve visual comparisons of the deliverable with source digital data, imagery, or hard copy provided as GFP, along with source and ancillary data acquired or owned by the contractor. If the deliverable is a digital product, the data will be subjected to automated checks performed in part by software listed in Clause C303, 3.6.5, and will also be plotted for visual examination and comparison. The inspection is intended to ensure that items such as metadata, format, content, positional accuracy, attribution, scale, material, topology, edge alignment, content and completeness, resolution, feature portrayal, feature classification, feature relationships, and other items are in compliance with specifications stated in the task order.

(c) It is the responsibility of the Government to clearly identify specific errors and provide that information to the contractor. Written and graphic documentation, when applicable, indicating items requiring correction will be supplied for all detected errors. The Government is not required to identify all errors, only that an error has been detected and that all individual deliverables within the delivery lot must be reinspected for any errors by the contractor and all errors corrected at the contractor's expense. In the case of significant or numerous errors, the Government may require complete reprocessing of the entire delivery lot.

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(d) An individual deliverable that is split between two or more delivery lots will be inspected by the Government but will not be accepted until the entire deliverable is received by the Government.

(e) If a sample of the delivery lot or a review of the contractor's inspection documents identifies that any part of the delivery lot does not comply with task order specifications, the entire delivery lot may be returned for rework. Since only a sample may have been used to determine the need for rework, some of the unsampled deliverables in the delivery lot may actually be acceptable. However, the contractor shall reinspect all individual deliverables within the delivery lot regardless of whether or not the Government has identified an error in those individual deliverables, and correct all errors at the contractor's expense.

(f) In the event that the scenario described in Clause E780(a)(5), above, is used for validation, the Government will perform the final inspection and acceptance of all deliverables, applying the same random or statistical sampling that it would have used if the Government had been doing the initial validation of the contractor's deliverables. When the government performs its inspection and acceptance of deliverables in this scenario, the Government will be completing its inspection and acceptance on two independent task orders at the same time.

E.6 E784-REWORK/REJECTION PROCEDURES (MODIFIED)

(a) In accordance with paragraph (j) of FAR 52.246-2, upon request for rework of any nonconforming deliverable or delivery lot in accordance with Section E710, the following general procedures shall apply. The contractor will be notified in writing if the deliverable/delivery lot requires rework and the cause for rework. Such written notice will be forwarded to the contractor by the COR or another authorized Government representative POC, within the inspection period stated in Clause E720(a) of the receipt of the nonconforming deliverable. Paragraph (g) of FAR 52.246-2 requires the contractor to remove rejected supplies (deliverables); however, all components of the nonconforming deliverable will be returned to the contractor with the rework notice. Upon receipt of the notice of rework, the following procedures shall apply:

(1) For the purposes of paragraph (h) of FAR 52.246-2, the contractor shall correct and return the nonconforming deliverable or delivery lot (if other than aerial photography) within thirty (30) calendar days from receipt of the rework notice at no additional cost to the Government.

(2) Rework not returned within thirty (30) calendar days shall be considered late.

(3) Any deliverable or delivery lot requiring rework that is not corrected after two (2) requests for rework may be rejected by written notification from the Contracting Officer and no payment will be made for that deliverable or delivery lot.

(4) The corrected deliverable or delivery lot and new verification materials shall be furnished to the task order POC for retesting as described in the applicable paragraphs of Clause E780. The contractor will be notified, in writing, of acceptance or rework of the corrected deliverable or delivery lot within the same inspection period stated in Section E of the task order.

(b) In the event of rejected photography which is identified to the contractor during the same photo season (via inspection reports), the contractor shall undertake such reflights as mutually agreed to by both parties after receipt of notice of rejection. The maximum time interval allowed before shipment of completed reflight photography by the contractor shall be twenty (20) calendar days from the time the photography is completed.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984
52.247-35	F.O.B. Destination, Within Consignee's Premises	April 1984

F.2 F904 - PLACE OF DELIVERY -- MULTIPLE LOCATIONS, TASK ORDERS (MODIFIED)

Unless stated otherwise in a task order, the place of delivery for items ordered under this contract shall be to the address of the Point-Of-Contact (POC) identified in the task order. The contractor is obligated to make delivery f.o.b. destination within consignee's premises at the prices shown in each task order. It is anticipated that the majority of deliveries will be to: Menlo Park, CA; Denver, CO; Rolla, MO; Reston, VA; and Sioux Falls, SD. Occasional task orders may require delivery to other locations.

F.3 F912 - EFFECTIVE PERIOD OF CONTRACT -- ORDERING (MODIFIED)

(a) The effective period(s) for placing orders under this contract is/are as follows:

Lot/Item Nos.	Effective Period for Ordering	Latest Delivery Date
Basic Contract Period	* _____ through * _____	*
First Option Period	* _____ through * _____	*
Second Option Period	* _____ through * _____	*
Third Option Period	* _____ through * _____	*
Fourth Option Period	* _____ through * _____	*

*To be filled in at time of award.

(b) The fill-ins in the clause at FAR 52.216-18, Ordering, are completed by insertion of the above "effective period" dates.

(c) The "latest delivery" dates shown above are the dates after which the contractor is not required to make deliveries on orders placed during the corresponding effective period. These dates complete the fill-in contained in the clause at FAR 52.216-22, Indefinite Quantity. However, the contractor shall adhere to the established delivery dates for each task order and shall complete delivery within the time specified in the order.

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F.4 F916 - PERIOD FOR EXERCISE OF OPTION TO EXTEND SERVICES (MODIFIED)

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 seven (7) days after funds are appropriated and available for the new fiscal year.

F.5 F919 - U.S. GOVERNMENT HOLIDAYS

The following Government holidays (legal holidays) are observed by this Government agency:

New Year's Day	January 01
Martin Luther King's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 04
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

F.6 F921 - TIME AND PLACE OF DELIVERY -- DATA ITEMS (MODIFIED)

(a) Reports/administrative data items to be provided hereunder shall be delivered in accordance with the following delivery schedule and distribution list:

Deliverable Item	Delivery Date	Distribution
Monthly Progress Report, see F931	10th of MO	Original to CO & 1 copy to COR
SF 294, Subcontracting Report for Individual Contracts	See F938	Original & 1 copy to CO
Release of Claims	Upon completion of each task order and the contract	Original to CO

(b) Deliveries to the Contracting Officer (CO) and the Contracting Officer's Representative (COR) shall be as follows:

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Contracting Officer (CO)
U.S. Geological Survey
Acquisitions and Grants Branch
ATTN: Lynda Dach MS 204B
Box 25046, DFC, Bldg 53
Denver, CO 80225-0046

Contracting Officer's Representative (COR)
U.S. Geological Survey
Mid-Continent Mapping Center
ATTN: * _____
1400 Independence Road
Rolla, MO 65401

* To be filled in at time of award.

F.7 F931 - MONTHLY PROGRESS REPORT -- FIXED PRICE (MODIFIED)

The contractor shall prepare and submit a monthly progress report for each active task order. The report shall describe the work performed since the previous report, work currently underway, and work anticipated. The report shall state whether current work is on schedule. If work is not on schedule, the contractor shall state what actions are being taken in order to get back on schedule. The report shall also contain a summary of data and findings from the previous month's work. The requirement to begin delivering progress reports will be established in the task orders.

The reports shall state the progress made, including the percentage of each task order completed and of work ordered and completed by line item and sub-line item on each task order as of the end of the reporting period. Specific discussions shall include:

1. A delineation of difficulties encountered and remedial action taken during the reporting period.
2. The report shall also include the anticipated activity during the subsequent reporting period.

The contractor shall submit the reports in accordance with Clause F921.

The contractor's failure to comply with this requirement for submitting timely progress reports may result in withholding of payment under the contract in accordance with Section I, Clause 52.242-2, Production Progress Reports.

F.8 F938 - SUBCONTRACTING REPORTS

(a) The contractor shall submit a report for subcontracting under this particular contract. The report will be prepared and submitted in accordance with the instructions on the reverse side of the form.

(b) Standard Form 294 (see Attachment B), due semi-annually (covering periods of 10/1-3/31 and 4/1-9/30 of each year), is due on the 25th day following the close of the reporting period, unless the contract incorporates the contractor's approved, annual company-wide or division-wide commercial product plan. The original and one (1) copy of this report shall be delivered to the Contracting Officer at the address shown in the clause entitled Contract Administration Office.

F.9 F946 - GOVERNMENT PROPERTY-DELIVERY TO CONTRACTOR FACILITY (MODIFIED)

(a) The Government will deliver the Government-furnished property (GFP) to the contractor's facility on or before the GFP due dates stated in Section H of the task order, unless delivered to the contractor prior to task order signing. (See Clause H1480(b))

(b) The contractor shall use the GFP only for the purposes authorized by the contract as set forth in the Government Property clause in Section I, Clause 52.245-2, Alternate I.

(c) The contractor shall prepare GFP for shipment and notify the COR that it is ready for return to the Government by the date stipulated in the task order. The shipping cost for return of GFP shall be at the expense of the contractor.

(d) Title to Government-furnished property and data shall remain in the Government and the contractor shall use the Government-furnished data only in connection with this contract.

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F.10 F981 - DELIVERY SCHEDULE

(a) For task orders requesting a single deliverable or few deliverables that require only one delivery, the Government will propose the GFP due date to the contractor (if GFP has not already been received by the contractor) in Section H of the task order, and a delivery due date or final completion date in Section F of the task order.

(b) For task orders requesting numerous or complex deliverables, the Government may require the contractor to deliver portions of the deliverables, referred to as "delivery lots," over multiple delivery due dates. For these task orders the Government will propose the following:

(1) In Section F of the task order, the Government will identify the individual deliverables that compose each delivery lot, and a due date for each delivery lot; and,

(2) In Section H of the task order, the Government will propose the GFP due date to the contractor associated with each delivery lot, if the GFP has not already been received by the contractor.

(c) During task order negotiation, the contractor shall provide notice to the Contracting Officer that the Government delivery lot description, proposed GFP delivery schedule, and proposed delivery lot due dates are either accepted, or shall propose a mutually-acceptable counter-proposal. In all cases, the delivery schedule and final completion date associated with each task order will be mutually agreed upon by the contractor and the Contracting Officer, and made part of the signed task order.

(d) Any changes to the delivery schedule shall be immediately communicated to the Contracting Officer. (See Clause H1338, Notice to the Government of Delays)

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 G1101 - CONTRACT ADMINISTRATION OFFICE

(a) This contract will be administered by:

U.S. Geological Survey
Acquisitions and Grants Branch
ATTN: Lynda Dach, Contracting Officer
Box 25046, Denver Federal Center, MS 204B
Denver, CO 80225-0046

Telephone: (303)-236-5900 Ext 351
FAX: (303)-236-2710

(b) Written communications to the Contracting Officer shall make reference to the contract number and shall be mailed to the above address.

G.2 G1102 - CONTRACTING OFFICER'S REPRESENTATIVE -- TECHNICAL DIRECTION

(a) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be appointed in writing and a copy of the appointment will be furnished to the contractor. Changes in this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(b) The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

(c) The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues direction (written or oral) that the contractor considers to exceed the above limitations.

(d) The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

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G.3 G1109 - OBLIGATION OF FUNDS

No funds are obligated by this contract. All funds shall be obligated by individual task orders citing applicable fiscal year and accounting data when issued.

G.4 G1110 - INVOICING AND PAYMENT INSTRUCTIONS (MODIFIED)

(a) Invoices shall be submitted in an original and one copy to the below designated billing office:

U.S. Geological Survey
Mid-Continent Mapping Center
ATTN: *
1400 Independence Road
Rolla, MO 65401

(b) If supplies/services are rejected for failure to conform to the contract requirements, or for damage in transit or otherwise, the provisions in the Prompt Payment for Architect-Engineering Services clause (FAR 52.232-26) will apply to the new delivery and acceptance of replacement supplies or services.

(c) The contractor may invoice for each delivery lot upon receipt of an acceptance notice from the COR of that delivery lot. Do not include the invoice with the delivery lot.

(d) The contractor may invoice for only one task order per invoice. However, the contractor may submit multiple invoices for a single task order. Further, the contract line item or subline item, as shown in Section B of the task order, must be indicated.

(e) Payment will be made only on completed and accepted items, submitted in quantities in accordance with the approved final task order schedule.

(f) Payment shall be made by the office reference in paragraph (a), above.

G.5 G1117 - ELECTRONIC PAYMENT INFORMATION

(a) Unless the contractor already has electronic payment information on file with USGS, Office of Financial Management, the contractor shall prepare Standard Form 3881, "ACH Vendor/ Miscellaneous Payment Enrollment Form" (see Attachment L), as required by the clause at FAR 52.232-33. The form must be completed by the designated financial institution and sent to the USGS address indicated below. The contractor shall also insert the following submission address on the SF 3881 in the "AGENCY INFORMATION" block:

Name: U.S. Geological Survey
Address: 270 National Center
12201 Sunrise Valley Drive

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Reston, VA 20192

Contact Person Name: Denis Sheehan
Telephone Number: (703)-648-7642

(b) In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the contractor should forward the form to the assignee for completion.

(c) If the contractor submits a revised SF 3881 designating a different financial institution, the contractor must clearly mark the form, in the upper left hand corner, to indicate if it applies to future payments under all contracts or only to a single contract.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 H1329 - INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

H.2 H1330 - KEY PERSONNEL (MODIFIED)

(a) The contractor shall assign to this contract the following key personnel to the identified positions/functions (include project manager and licensed engineer and license number or certified photogrammetrist and certification number):

Certification/Position/Function	Name
_____	_____
_____	_____
_____	_____

(Offeror must fill in names of proposed key personnel, as presented in the SF 254/255's and any amendments thereto.)

(b) During the first ninety (90) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

(c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.3 H1338 - NOTICE TO THE GOVERNMENT OF DELAYS

In the event the contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the COR in writing, giving pertinent details. This data shall be informational only in character. Notice under this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.4 H1343 - PERMITS AND LICENSES -- GENERAL

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In the performance of work hereunder, the contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State, or local government, or subdivision thereof, or of any other duly constituted public authority. At no separate or additional cost to the government, the contractor shall comply with all laws and regulations applicable to work to be performed hereunder, including any revised statutes or regulations effective during the life of the contract.

H.5 H1344 - APPLICABLE REGULATIONS AND PERMITS -- AIRCRAFT OPERATIONS

(a) All aircraft used in the performance of the work under this contract shall be maintained and operated in accordance with all required Department of Transportation, Federal Aviation Administration (FAA) regulations, including Title 14, Code of Federal Regulations Part 375 entitled, "Navigation of Foreign Civil Aircraft within the United States," published March 3, 1986, and amended September 1993.

NOTE: The above regulation requires that a permit be obtained from the U.S. Department of Transportation for commercial air operations in the United States by foreign civil aircraft.

(b) When the project falls under controlled air space, the contractor shall contact the appropriate Air Route Traffic Control Center.

(c) If the project area includes all or part of a military installation or other classified area, the contractor must comply with all security regulations associated with taking, reproducing, or distributing photographs of these facilities, and must satisfy Department of Defense security requirements specified in DOD 5220.22M, "Industrial Security Manual for Safeguarding Classified Information." The contractor may be required to visit the installation to obtain necessary clearance from the military commander. Difficulty obtaining the necessary clearance should be reported to the Contracting Officer immediately. All photographic materials resulting from photography of classified areas shall be handled, stored, and shipped in accordance with security regulations.

(d) Contractors are cautioned that certain locations may require obtaining military clearances or involve other contingencies.

H.6 H1345 - SUBSTITUTION FOR APPROVED CONTRACTOR EQUIPMENT (MODIFIED)

The equipment identified in the contractor's SF 254/255's and any amendments thereto, is considered essential to work being performed hereunder. No substitution of equipment may be made without the prior written approval of the Contracting Officer. Any substitute equipment must satisfy any calibration, certification or other special equipment testing or approval requirements, and must otherwise comply with the contract specifications for such equipment. The listing of equipment in the contractor's SF 254/255's as amended prior to award may be amended during the course of the contract to add or delete approved items of equipment, as appropriate.

H.7 H1347 - HEALTH SAFETY -- CARTOGRAPHIC MATERIALS

The contractor shall provide adequate warning for the products he offers if those products consist of or contain any solid, liquid, or vapor that may be injurious to health. Products found to have adverse effects on the health of personnel or possess objectionable odors when used in standard cartographic procedures, will be rejected.

H.8 H1355 - SUBCONTRACT PROGRAM - SMALL/SMALL DISADVANTAGED BUSINESS

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Unless the Contracting Officer determines that a subcontracting plan is not required for this contract, the contractor's approved subcontracting plan will be incorporated into the contract.

H.9 H1378 - PROHIBITION ON USE OF LOCKING OR SCRAMBLING DEVICES

(a) The contractor certifies that software delivered under this contract does not and will not contain any "software locks" or hidden devices that may be used to disable software or system operations, such as data scrambling mechanisms or "drop dead" devices, whether triggered by signal, by timer, or otherwise.

(b) Nothing in this contract shall be deemed to confer a right of "electronic repossession" to the vendor in the event of a contract dispute or payment delinquency.

H.10 H1379 - YEAR 2000 SOFTWARE COMPLIANCE (MODIFIED)

(a) Individually and in combination, hardware and/or software being provided, modified, maintained, or enhanced under this contract shall accurately process date/time and date/time-related data, (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) Hardware and software products, individually and in combination, shall 1) successfully transition into the year 2000 with the correct system date, without human intervention, including leap year calculations; and 2) provide correct results when moving forward or backward in time across the year 2000.

(c) The contractor is solely responsible for insuring that all of their production hardware, software, and procedures are year 2000 compliant. Late deliveries delayed due to year 2000 problems will be subject to late delivery penalties.

H.11 H1396 - RELEASES OF INFORMATION (MODIFIED)

(a) Disclosure of information gained as a result of work performed under this contract shall be accomplished according to U.S. Geological Survey procedures or through USGS channels. As used in this clause, the term "information" includes raw data, data derived therefrom, and analysis or interpretations thereof, regardless of form. The term includes data developed or acquired by the contractor during performance of this contract, including analysis of samples provided by the Government and samples or recordings made by the contractor during contract performance.

(b) The contractor hereby agrees not to disclose such information to the public or to unauthorized parties without the prior written approval of the Contracting Officer. This restriction does not apply to releases of information to subcontractors (including consultants) as necessary for successful performance of the contract, provided (1) such information is of no commercial value to the subcontractor, and (2) the subcontractor agrees to be bound by the restrictions in this clause.

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(c) News releases pertaining to work under this contract shall not be made at any time without the written authorization of the Contracting Officer. All requests for approval shall be submitted in writing.

H.12 H1399 - OWNERSHIP OF PHOTOGRAPHIC MATERIALS

All original aerial negatives from the instant of exposure, all duplicate negatives, intermediate positives, and prints shall be the property of the Government. While the negatives, positives, and prints are in the possession of the contractor, he may make only reproductions authorized by the contracting officer.

H.13 H1405 - DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of the data and other information provided by the U.S. Geological Survey or to which the contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the contractor may have access to confidential data which is the sole property of the U.S. Geological Survey, as well as access to proprietary data which is the sole property of other than the contracting parties. The contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the U.S. Geological Survey or otherwise. The contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the contractor.

H.14 H1406 - CONFIDENTIALITY OF THIRD-PARTY DATA

(a) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or for any purpose other than performance of this contract.

(b) This data may be in various forms, such as documents, raw photographic films, magnetic tapes, photographic prints, computer printouts, or it may be interpretative results derived from analysis, investigative, or study effort. Regardless of the form of this data, the contractor agrees that neither it nor any of its employees will disclose other contractor business confidential or financial data, or derivatives thereof, to third parties except as may be required in the performance of this contract. Further, the contractor will not copy any of this data, or derivatives thereof, other than as necessary for the performance of this contract.

(c) The contractor will establish policies and procedures to implement the substance of this clause at the individual employee level which will assure that affected employees are made aware of the contract provision and the contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of statutes and regulations applicable to the handling of other contractor business confidential or financial data. In this regard, the contractor's attention is invited to any data concerning personnel or of a personal nature which may be subject to Privacy Act protection and penalties.

(d) This clause does not preclude the contractor and/or its employees from independently acquiring and using business confidential or financial data from legitimate sources outside of this contract, or from performing and using independent analysis of data so acquired, provided that the contractor and/or its employees fully document the source of such data, and the independence of any such analysis.

(e) The contractor will insert the substance of this clause in each subcontract hereunder (other than for purchase of supplies or equipment) unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

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H.15 H1431 - CONTRACT MAXIMUM (MODIFIED)

- (a) The maximum total dollar amount to be awarded for all contracts shall not exceed the USGS NMD Program Approval threshold of \$250,000,000.00 over the five year period.
- (b) The total amount of all orders issued per contract shall not exceed \$150,000,000.00 over the five year period.

H.16 H1432 - CONTRACT GUARANTEED MINIMUM (MODIFIED)

- (a) During each effective contract period (base year and each of the four option years), the Government shall order quantities totaling a minimum of \$5,000.00 per contract.
- (b) In the event of an impasse on the price or delivery date(s) for an individual task order which covers all or part of the minimum dollar amount, the Government's independent cost estimate for the offering shall be considered the same as meeting that portion of the minimum for the subject contract period.
- (c) If the Government fails to place orders for the minimum amount, the contractor will not be entitled to payment of the contract price for 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.17 H1434 - ORDERING PROCEDURES -- MULTIPLE AWARDS (MODIFIED)

1. Ordering Authority:

- (a) Orders under this contract may be issued by warranted contracting officers of the following activity:

U.S. Geological Survey
Acquisitions and Grants Branch, MS 204B
Box 25046, Denver Federal Center
Denver, CO 80225-0046

- (b) All orders will be placed in writing using Optional Form 347 (see Attachment E). As a minimum, each order will contain the following information: (1) contract and order numbers; (2) date of order; (3) contract line item or subline item numbers, descriptions, contract unit prices and/or amounts; (4) list of required deliverables by delivery lot; (5) delivery schedule; (6) place of delivery; (7)

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accounting and appropriation data; and (8) signature of an authorized ordering official. Also, each order will include a list of GFP, see (c) below, and one or more maps showing the geographical area(s).

(c) In accordance with the clause entitled "Government Property," if Government Furnished Property, materials or data is to be provided, the Government will include in the task order a list of Government-furnished property (GFP) to be provided to the contractor. The list will be in a format indicating description, quantity, dollar value and delivery date(s)*.

*Some, if not all, of the GFP will have been delivered to the contractor for his inspection prior to issuance of the task order.

2. Ordering Procedures:

(a) The workload to be contracted by the U.S. Geological Survey's National Mapping Division will be performed by a pool of contractors. The number of contractors in the pool will be determined by the Government and will be based on the anticipated workload over the life of the contract. The contract performance period will include a one year basic period and up to four additional option years or until the approved funding limit for this requirement has been reached, whichever occurs first.

(b) Orders will be distributed randomly among the contractors in the pool until each contractor has received orders totaling the guaranteed minimum dollar threshold. Contractors will be judged and ranked by virtue of their performance for deliverables in terms of quality, timeliness, and efficiency. Evaluation and selection for solicitation and award of individual orders beyond the guaranteed minimum will be based on these rankings. In case of an impasse in price or delivery date, the Contracting Officer reserves the right to offer the task order to another contractor.

(c) The Contracting Officer will issue an informal solicitation to one contractor for each individual task or project, requesting a pricing proposal based on the applicable line items contained in the contract. The proposal shall be structured by delivery lot so that the price for each delivery lot can be calculated for purposes of evaluation and invoicing. The solicitation will indicate if any technical or other information is needed and will provide sufficient Government furnished materials/data for the contractor to price the project.

(d) Proposals for individual orders will be due at 4:00 p.m. local time on the due date stated in the order solicitation. The Government expects to evaluate responses and conduct discussions with respective contractors to reach agreement on appropriate levels of effort, labor categories, etc. for individual projects, prior to awarding task orders. In order to allow for partial deliveries and payments, task orders may include individual pricing of delivery lots based on the line items in the contract and the task order. If travel is required for performance of a task order, it shall be included in the contractor's proposal for that task order and be proposed at tourist or economy class air fares and per diem amounts established in the Government Travel Regulations. Each task order will be awarded with a firm-fixed price, based on the fixed unit prices in the Contract Line Item Summary. The Government will not directly reimburse awardees for the cost of responding to individual order solicitations.

(e) Additionally, if the contractor collaborates with a Federal, State or local government agency to develop a project that is within the scope of this contract, and that government agency has negotiated a cooperative agreement with the NMD, and that government agency requests NMD to apportion that work to that firm, a task order will be placed with that firm, providing that: 1) discussions between the Government and the contractor lead to agreement on appropriate levels of effort, labor categories, etc., for individual projects, prior to awarding task orders; 2) the firm can accomplish the work without adversely impacting the firm's current commitments to this contract; and 3) that this process does not circumvent the government agency's laws or procurement rules and regulations.

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In the performance of this contract, the contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination(s). The wage determinations are incorporated into this contract as Attachment F.

H.19 H1480 - CONDITIONS REGARDING USE OF GOV'T-FURNISHED PROPERTY (GFP)

(a) Unless expressed otherwise in the task order, GFP will be delivered to the contractor without warranty or representation as to the accuracy, completeness, or suitability for use under the task order.

(b) Delivery of GFP.

In most cases, GFP will be delivered prior to, or with, the task order solicitation. In other cases, particularly if the task order is large, complex, or requires multiple deliveries, GFP will be delivered in stages in accordance with the due dates stated in Section H of the task order.

(c) Inspection of GFP.

The contractor shall inspect GFP deliveries for accuracy, completeness, and suitability, and report discrepancies to the COR within seven (7) calendar days of receipt of GFP. Upon receipt of GFP, the contractor assumes full responsibility for its care and safekeeping.

(d) Return of GFP.

The Government will state in Section H of the task order which articles of GFP are to be returned (if any), and under what circumstances they will be returned. In most task orders, some or all articles of GFP will be requested to accompany the delivery lot no later than three (3) working days after the delivery lot is submitted. In other task orders, the Government will request that GFP either be returned no later than three (3) working days after the Government notifies the contractor of successful task order completion, or request that GFP be destroyed at the contractor's site.

(e) Title to all GFP shall remain with the Government at all times, and the contractor shall use the GFP only in connection with work to be performed under this contract.

H.20 H1481 - TITLE TO MATERIALS

Title to all data (as defined in Clause 52.227-17, Section I), including but not limited to, original, duplicate, intermediate and final, shall be vested in the Government at the instant of production.

H.21 H1485 - OPPORTUNITY FOR BONUS PAYMENT (MODIFIED)

(a) In some cases, task orders are designed to satisfy high priority commitments for time-critical deliverables. In these cases, early submission of delivery lots is advantageous to the Government because early submission will yield a cost savings in subsequent data applications. For such task orders, and when stated in the task order at the time of task order award, the contractor will be eligible for bonus payments based on acceptance of individual delivery lots submitted in advance of the original due date.

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(b) To qualify for the bonus, the delivery lot must be submitted early, and there must be no rework in the delivery lot. The value of the bonus will be based on a percentage of the cost of the individual delivery lot. This will be at least one percent for each five (5) working day period the delivery lot is submitted early. However, the actual percentage bonus and timeframes will be specified in the task order.

(c) In the case of an early delivery, the Government will attempt to provide notification of acceptance or rework as soon as possible after delivery. However, the Government reserves the right to make notification up to the end of the inspection period stated in the task order associated with the original due date, except for NAPP photography task orders, in which case it is the 90th calendar day after the original due date.

H.22 H1487 RESTRICTIONS ON ENDORSEMENTS

1452.203-70 Restrictions on Endorsements -- Department of the Interior

The contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product of service provided is approved or endorsed by the Government,

H.23 WGS NONDISCRIMINATION NOTICE TO U.S. DEPARTMENT JANUARY 2000
1452.222- OF THE INTERIOR CONTRACTORS,
80 SUBCONTRACTORS, AND LESSORS

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

Not Current Solicitation

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.202-01 Alt I	Definitions- Alternate I	April 1984
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-05	Material Requirements.	August 2000
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-15	Pension Adjustments and Asset Reversions	December 1998
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	October 1997
52.215-19	Notification of Ownership Changes	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 1997
52.216-22	Indefinite Quantity	October 1995
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-09 Alt II	Small Business Subcontracting Plan Alternate II	October 2000
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.223-06	Drug Free Workplace	January 1997

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52.223-14	Toxic Chemical Release Reporting	October 1996
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice And Assistance Regarding Patent And Copy Infringement	August 1996
52.227-03	Patent Indemnity	April 1984
52.227-17	Rights In Data-Special Works	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.229-05	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	April 1984
52.230-02	Cost Accounting Standards	April 1998
52.230-03	Disclosure And Consistency Of Cost Accounting Practices	April 1998
52.230-06	Administration of Cost Accounting Standards	November 1999
52.232-08	Discounts For Prompt Payment	May 1997
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	June 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01 Alt I	Disputes Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.236-23	Responsibility of the Architect-Engineer Contractor	April 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	April 1984
52.236-25	Requirements for Registration of Designers	April 1984
52.242-13	Bankruptcy	July 1995
52.243-01 Alt III	Changes--Fixed Price Alternate III	April 1984
52.243-07	Notification Of Changes	April 1984
52.245-01	Property Records	April 1984
52.245-02 Alt I	Government Property (Fixed-Price Contracts) Alternate I	April 1984
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-20	Warranty Of Services	April 1984
52.247-63	Preference For U.S. Flag Air Carriers	January 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	June 2000
52.249-07	Termination (Fixed-Price Architect-Engineer)	April 1984

I.2 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 *.

(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.

*See Clause F912.

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I.3 52.216-19 ORDER LIMITATIONS

OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,500,000.00;

(2) Any order for a combination of items in excess of \$1,500,000.00; or

(3) A series of orders from the same ordering office within five (5) 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 ten (10) 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.4 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

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 the time specified in Section F916.

(End of clause)

I.5 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 10 days after the end of the prior performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(End of clause)

I.6 52.222-03 CONVICT LABOR

AUGUST 1996

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL

MAY 1989

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

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

Employee Class	Monetary Wage
Cartographic Technician	\$19.28
Computer Operator	15.93
Computer Programmer	23.11

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Pilot	19.28
Aerial Photographer	14.85
Photo Lab Technician	19.28
Graphics Editor	19.28
Drafter, negative engraving	9.40
Drafter, CADD/graphics	10.52
Survey Technician	9.40
Surveyor	10.52

I.8 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS AUGUST 1987

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

I.9 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCTOBER 1998

(a) Definition.

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"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 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.11 1452.215-70

EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

I.12 1452.228-71 AIRCRAFT AND GENERAL PUBLIC LIABILITY INSURANCE MARCH 1989

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, aircraft liability and general public liability insurance with limits of liability for:

(1) bodily injury to or death of aircraft passengers of not less than \$75,000 for any one passenger and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying \$75,000 by 75 percent of the total number of passenger seats installed in the aircraft;

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(2) bodily injury to or death of persons (excluding passengers) of not less than \$75,000 for any one person in any one occurrence and \$300,000 for occurrence; and

(3) property damage of not less than \$100,000 for each occurrence; or

(4) a single limit of liability for each occurrence equal to or greater than the combined required minimums set forth in (1) through (3) above.

(b) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

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

J.1 J1701 - LIST OF ATTACHMENTS

Identifier	Title/Description	Pages
Appendix A	Background Information Regarding USGS Standards Transitioning	6
Appendix B	NAPP Specifications and Requirements	12
Appendix B.1	USGS Aerial Camera Specifications	8
	Figure 1 - Examples of Acceptable Forms of Fiducial Marks	1
	Figure 2 - Arrangement of Fiducial Marks	1
	Figure 3 - USGS Optical Requirements	1
Appendix B.2	Aerial Photography Supplement Report	2
Appendix B.3	Example of a USGS-supplied film can label	1
Appendix C	Digital Orthophoto Quadrangle (DOQ) Specifications and Requirements	12
Appendix C.1	Sample Airborne GPS Operations and Base Station GPS Observation Logs	2
Appendix C.2	Illustration of Relationships of Aircraft GPS Antenna and Camera and Camera Reference Station	1
Appendix C.3	Guidelines for Measurement of Offset Between GPS Antenna Phase Centers & Camera Perspective Ctr	1
Appendix C.4	Guidelines for Airborne GPS Mission Summary Report	3
Appendix C.5	(same as Appendix B.1)	
Appendix C.6	Camera Station Position and Attitude Record (CASPAR)	12
Appendix C.7	(same as Appendix B)	
Appendix C.8	Aerotriangulation Point/Pass Point Numbering System	2
Appendix C.9	Geodetic/Aerotriangulation File Formats	2
Appendix C.10	DOQ File Naming Conventions for CD-ROM Media	4
Appendix C.11	Guidelines for Labeling CDs and/or Jewel Cases	1
Appendix C.12	CD-ROM (Volume) Naming Convention	1
Appendix C.13	DOQ Summary Statistics Examples	2
Appendix D	Quality System Elements	4
Attachment A	Glossary of Terms	3
Attachment B	Sample -- Subcontracting Report for Individual Contracts SF 294	2
Attachment C	Sample -- Release of Claims -- DI-137	1
Attachment D	Table 15-2	6
Attachment E	Sample Task Order Form -- Optional Form 347	1
Attachment F	Department of Labor Wage Determinations	

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

K.1 52.000S- COMPLIANCE WITH VETERANS EMPLOYMENT DECEMBER 1998
5005 REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354)

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE APRIL 1985
DETERMINATION

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING APRIL 1991
PAYMENT TO INFLUENCE CERTAIN FEDERAL

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TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,-

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY 1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

K.5 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS MARCH 1996

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

(B) 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 public (Federal, state, or local) 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, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and; persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-06 PLACE OF PERFORMANCE

OCTOBER 1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ``intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
 (Street Address, City, and Operator of the Plant
 State, County, Zip Code) or Facility if Other than Offeror or Respondent

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K.7 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS-- OCTOBER 2000
ALT I ALTERNATE I

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.0 million.

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

(b) Representations.

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

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

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(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, 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 (b)(6)(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.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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(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 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 the size standard in paragraph (a) of this provision.

"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 small business concern," means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, Hubzone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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**THE SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

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

(b) It [] has [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APRIL 1984

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The offeror represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

OCTOBER 1996

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(a) The offeror, by signing this offer, certifies that --

(1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

(i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

(ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

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___ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

___ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

___ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

K.12 52.225-06 TRADE AGREEMENTS CERTIFICATE

FEBRUARY 2000

TRADE AGREEMENTS CERTIFICATE (FEB 2000)

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

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO COUNTRY OF ORIGIN

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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 this solicitation.

(End of provision)

K.13 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUNE 2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

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If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

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The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

Not Current Solicitation

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.215-16	Facilities Capital Cost of Money	October 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999

L.2 52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUNE 1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA OCTOBER 1997

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(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.4 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of multiple indefinite-quantity-indefinite-delivery with firm-fixed unit prices type contracts resulting from this solicitation.

L.5 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS

APRIL 1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

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(b) The use in this solicitation of any Department of Interior (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.6 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION (APR 1984)

(a) Definitions.

For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to

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mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.7 1452.233-02 SERVICE OF PROTEST (DOI)(DEVIATON)

52.233-2 Service of Protest (AUG 1996) - Department of the Interior (JUL 1996) -- Deviation

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from the office designated for receipt of handcarried bids or proposals Block 4 on Standard Form 252.

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

(c) A copy of the protest served on the contracting officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, DC 20240.

L.8 L2114 EXCEPTIONS TO SOLICITATION TERMS AND CONDITIONS.

Offerors must state in their proposals any exceptions taken to the terms and conditions of the solicitation. Omission of such a statement will be construed as the offeror's acceptance of all solicitation terms and conditions. Exceptions shall be stated in a cover letter conveying the proposal. Identify the term or condition, state the reasons for the exception, and provide any other information concerning the exception(s).

L.9 L2149 SUBCONTRACTING PLAN REQUIREMENTS

(a) The clause FAR 52.219-9 requires the apparent successful offeror to submit an individual contract subcontracting plan or a company-wide or division-wide annual plan. This requirement does not apply to small business offerors. The requirement may also be waived when 1) 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; 2) the contract, including all future modifications, will not exceed \$500,000; or 3) the Contracting Officer determines that the resultant contract does not offer subcontracting opportunities.

(b) An individual contract plan submitted under this solicitation must comply with the format contained in Department of the Interior Acquisition Regulation. 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.

L.10 L2150 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS (MODIFIED)

(a) Proposals, signed by an official authorized to bind the offeror, shall set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements is prescribed in 18 USC 1001. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

(b) In responding to this solicitation, offerors must prepare and submit the indicated numbers of copies of the following documents, which constitute the offeror's complete proposal:

- (1) Part I of the solicitation (Standard Form 33 cover page, Section B, and all other pages containing offeror fill-ins) -- One original;
- (2) Signed acknowledgement copies of solicitation amendments (if any) -- One original;
- (3) Section K, Representations, Certifications and Other Statements of Offerors -- One original;

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(4) Business Management Information (See provision L2174.) -- Original and two (2) copies.

(5) Cost Proposal (See provision 52.215-20.) -- Original and two (2) copies (See Section J, Attachment D.

(6) Small Business Subcontracting Plan -- (See provision L.9) - Original and one (1) copy.

(7) Statement of Exceptions and Conditions -- Original and one (2) copies. Provide a listing of any exceptions, conditions, clarifications or other potentially conflicting interpretations of contract clauses, specifications or other requirements that the offeror makes in the proposal. The listing should identify the nature of the exception or condition and provide a cross-reference to the location in the technical, business or other part of the proposal where the exception or condition is more fully described or explained. (See L2114.)

L.11 L2174 BUSINESS MANAGEMENT INFORMATION

The offeror is requested to provide the below information to permit the contracting officer to make the responsibility determination required by FAR Subpart 9.1.

(a) Pursuant to section 9.105-1 of the FAR, a pre-award financial survey must be performed prior to making a determination of financial responsibility. Provide a copy of your latest interim financial statement and certified financial statements for two (2) prior fiscal years.

(b) The offeror must be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments, commercial, as well as Government. Provide data on offeror's current backlog of orders/business commitments which would utilize the same facilities or other resources proposed for use under this solicitation.

L.12 L2280 MULTIPLE AWARDS.

The Government anticipates awarding multiple task order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

Not Current Solicitation