

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

1. REQUISITION NUMBER: 0040024056
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2. CONTRACT NO.: G12PC00012
3. AWARD/EFFECTIVE DATE: 02/16/2012
4. ORDER NUMBER:
5. SOLICITATION NUMBER: G12PS00118
6. SOLICITATION ISSUE DATE: 01/25/2012

7. FOR SOLICITATION INFORMATION CALL: Donald Downey
8. TELEPHONE NUMBER (No collect calls): 303-236-9331
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: USGS OAG DENVER ACQUISITION BRANCH
PO BOX 25046
204 DENVER FEDERAL CENTER
DENVER CO 80225-0046
CODE: GDB
10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
 8(A)
NAICS: 519120
SIZE STANDARD: \$7.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
12. DISCOUNT TERMS:
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):
13b. RATING:
14. METHOD OF SOLICITATION: RFQ IFB RFP

16. DELIVER TO: USGS NGTOC
MS 306
Rolla MO 65401
CODE: 0006366931
16. ADMINISTERED BY: USGS OAG Denver Acquisition Branch
Team B
PO Box 25046
204 Denver Federal Center
Denver CO 80225-0046
CODE: GD2

17a. CONTRACTOR/OFFEROR: KANSAS, STATE OF
Attn: ATTN GOVERNMENT POC
KANSAS INFORMATION TECHNOLOGY OFFICE
E
TOPEKA KS 66612-1212
TELEPHONE NO.: 000-000-0000
CODE: 0070726818
FACILITY CODE:
18a. PAYMENT WILL BE MADE BY: Internet Payment Platform System
US Department of Treasury
http://www.ipp.gov
CODE: IPP INV

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	VENDOR DUNS NO. 827975009. VENDOR POC at the time of award: Ivan Weichert (785) 296-0257; ivan.weichert@da.ks.gov. Delivery: 02/28/2013 Period of Performance: 02/16/2012 to 02/28/2013 Kansas LiDAR Area 3A per map and specifications (attached) Obligated Amount: \$72,750.00 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				72,750.00

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$205,950.00

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Ivan Weichert
30b. NAME AND TITLE OF SIGNER (Type or print): IVAN WEICHERT, DIRECTOR
30c. DATE SIGNED: 16 FEB 2012
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Grace Oakeley
31b. NAME OF CONTRACTING OFFICER (Type or print): Grace Oakeley
31c. DATE SIGNED: 223-12

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: 01 Account Assignment: K G/L Account: 6100.252Q0 Business Area: G000 Commitment Item: 252Q00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: XXXG0804XR Fund Center: GGHIEF0000 Project/WBS: GR.12.EF00.0COE0.00 PR Acct Assign Line: 01 Funded: \$72,750.00				
00020	Kansas LiDAR Area 3B per map and specifications (attached) Obligated Amount: \$58,200.00 Accounting Info: 01 Account Assignment: K G/L Account: 6100.252Q0 Business Area: G000 Commitment Item: 252Q00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 123G0804MR Fund Center: GGHIEF0000 Project/WBS: GR.12.EF00.0COE1.00 PR Acct Assign Line: 01 Funded: \$58,200.00				58,200.00
00030	Kansas LiDAR Area 1 & 2 per map and specifications (attached) Continued ...				75,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
KANSAS, STATE OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount: \$75,000.00</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252Q0 Business Area: G000 Commitment Item: 252Q00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 123G0804MD Fund Center: GGHIEF0000 Project/WBS: GX.12.EF00.0MCP2.00 PR Acct Assign Line: 01 Funded: \$75,000.00</p> <p>USGS Technical POC: Ingrid Landgraf imlandgraf@usgs.gov 785-832-3566.</p> <p>Billing POC: Pam Steigerwald psteiger@usgs.gov, Tammy Hansel thansel@usgs.gov</p> <p>Administrative POC: Leigh Ann Davison ldavison@usgs.gov</p> <p>Contract Specialist: Don Downey ddowney@usgs.gov 303-236-9331.</p> <p>The total amount of award: \$205,950.00. The obligation for this award is shown in box 26.</p>				

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Section 2 (CLAUSES)**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

<https://www.acquisition.gov/far/current/html/FARMTOC.html>

<https://www.acquisition.gov/far/>

52.204-7 Central Contractor Registration. (APR 2008)**52.212-4 Contract Terms and Conditions - Commercial Items. (JUN 2010)****52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. (NOV 2011)**

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (NOV 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282)(31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) (Reserved)

(11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

(14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(15) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(17) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (JUN 2003) of 52.219-23.

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- [](19) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](20) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X](22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- [](23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- [](24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
- [X](25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X](26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- [X](27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [X](28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- [](29) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X](30) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [](31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [](32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [](33) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [](34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [](35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [](36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- [](ii) Alternate I (DEC 2007) of 52.223-16.

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[X](37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

[X](38) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[X](39)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

[](ii) Alternate I (JAN 2004) of 52.225-3.

[](iii) Alternate II (JAN 2004) of 52.225-3.

[](40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[](41) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[](43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[](44) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](45) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](46) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](47) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[](49) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

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

[](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29

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U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting

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opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

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

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

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

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

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

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

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

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

GS1305 Contractor Performance Assessment Reporting System (JUL 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation.

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One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review,

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transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Clause)

Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

A copy of the Contractor's internally generated invoice.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Clause)

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LIDAR Specifications 2012 Kansas LIDAR Project

LIDAR MUST meet U.S. Geological Survey National Geospatial Program Lidar Guidelines and Base Specification (version 13 or current version).

Project Area: The project shall be divided into three Contract Line Item Numbers (CLIN):

CLIN 00010 - Area 3A covers 4,595 square miles over the counties of Wabaunsee, Pottawatomie, Jackson, Nemaha, Brown and Doniphan, and the Missouri River floodplain from Doniphan county Kansas through Richardson county Nebraska.

CLIN 00020 – Area 3B covers 4,430 square miles over the counties of Butler, Bourbon, Crawford, Cherokee, and Wyandotte, and the Missouri River floodplain from Atchison County through Wyandotte County.

CLIN 00030 – Areas 1 & 2 covers 12,751 square miles over the counties of Ellis, Grant, Hamilton, Kearny, Kingman, Ness, Osborne, Pawnee, Pratt, Reno, Rush, Russell, Smith, and Stafford.

LIDAR Collection:

- Multiple Discrete Returns capable of at least 3 returns per pulse.
- Resolution = 1.4 meter GSD
- Vertical Accuracy of the LIDAR data will be assessed and reported in accordance with the guidelines developed by NDEP and adopted by ASPRS. The complete guidelines may be found in Section 1.5 of the Guidelines document. See:
http://www.ndep.gov/NDEP/Elevation_Guidelines_Ver1_10May2004.pdf
Vertical accuracy requirements using the NDEP/ASPRS methodology are:
 - Fundamental Vertical Accuracy (FVA) ≤ 24.5 cm ACCz at the 95% confidence (12.5 cm RMSEz)
 - Consolidated Vertical Accuracy (CVA) ≤ 36.3 cm, 95th percentile
 - Supplemental Vertical Accuracy (SVA) ≤ 36.3 cm 95th percentile
- Horizontal Accuracy 0.6 meter RMSE

Flight Timeframe: Date of award through March 1, 2012 for leaf-off conditions. Ground shall be snow free and without any flooding or inundation.

Product Deliverables:

1. Raw Point Cloud

- All returns, all collected points, fully calibrated and adjusted to ground, by swath.
- Fully compliant LAS v 1.3; Point Record Format 1
- Georeference information in LAS header as:
 - NAD 1983, UTM Zone 14N & 15N
 - Horizontal unit: meters
 - NAVD 88– Geoid09

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- Vertical unit: meters
- Intensity values
- 1 file per swath, 1 swath per file, file size not to exceed 2 GB

2. Classified Point Cloud

- Fully complaint LAS v 1.3; Point Record Format 1
- Georeference information in LAS header as:
 - NAD 1983, UTM Zone 14N & 15N
 - Horizontal unit: meters
 - NAVD 88 – Geoid09
 - Vertical unit: meters
- Each record will include the following fields:
 - X,Y,Z coordinates
 - Flight line data
 - Intensity value
 - Return number, number of returns, scan direction, edge of flight line, scan angle
 - Classification:
 - 1 – unclassified
 - 2 – ground
 - 7 – low point and noise
 - 9 – water
 - 10 – ignored ground (breakline proximity)
 - 11 – withheld points (extremely high or low noise; extreme edge of swath points)
 - 17 – overlap, unclassified
 - 18 – overlap, ground
 - 23 – overlap, low point and noise
 - 24 – overlap, water
- Note: Class 12 for overlap shall not be used.
- Classification Accuracy: Within any 1 km x 1 km area, no more than 2% of non-withheld points will possess a demonstrably erroneous classification value.
- GPS times recorded as Adjusted GPS Time (expressed in second of the week)
- Tiled to 5,000 m x 5,000 m; edge-matched seamlessly, and without overlap
- FGDC-Compliant Metadata for each tile

3. Bare-Earth Surface (Raster Digital Elevation Model (DEM))

- Horizontal DEM grid spacing of 1 meter
- ERDAS .IMG format
- Water Bodies (ponds and lakes), wide streams and rivers (double line) are to be hydro-flattened within the DEM to create level water surface below surrounding terrain. Hydro-flattening shall be applied to water bodies greater than 2 acres and streams wider than 100 feet nominal width.
- Tiled 5,000 m x 5,000 m, without overlap
- Vertical accuracy of bare earth surface will be assessed and reported independently from the LIDAR point cloud data. Vertical Accuracy using NDEP/ASPRS methodology :
 - Fundamental Vertical Accuracy (FVA) \leq 24.5 cm ACCz, 95% (12.5 cm RMSEz)

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- Consolidated Vertical Accuracy (CVA) ≤ 36.3 cm, 95th percentile
- Supplemental Vertical Accuracy (SVA) ≤ 36.3 cm 95th percentile
- FGDC-Compliant Metadata for each tile

4. First Return (Raster Digital Elevation Model (DEM))

- Horizontal DEM grid spacing of 1 meter
- ERDAS .IMG format
- Tiled 5,000 m x 5,000 m, without overlap
- FGDC-Compliant Metadata for each tile

5. Hydro Polygons collected for LAS classification and water flattening

- ESRI Geodatabase format

6. Project Reports/Metadata

- Collection Report detail mission and flight logs
- Survey Report detailing collection of control and reference points used for calibration and QA/QC.
- Processing Report detailing calibration, classification, and product generation
- QA/QC Reports
- Control and Calibration points
- Product metadata (FGDC compliant, XML format metadata) for each product tile

Delivery Schedule: LIDAR will be provided to Kansas Information Technology Office beginning May 1, 2012 through February, 2013. LIDAR will be provided to USGS in July 2012 through February 2013.

Use and Distribution Rights: All deliverable data and documentation shall be free from restrictions regarding use and distribution.