

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040145770		PAGE OF 1 15	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 05/13/2014	4. ORDER NUMBER G14PX00711		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Cristina Vega		b. TELEPHONE NUMBER (No collect calls) 703-648-4921		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY USGS OAG RESTON ACQUISITION BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192			CODE GRB	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541922 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS PP30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO USGS NGTOC MS 306 Rolla MO 65401			CODE 0006366931	16. ADMINISTERED BY USGS OAG RESTON ACQUISITION BRANCH 205 NATIONAL CENTER RESTON VA 20192		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR MOBILE, CITY OF 205 GOVERNMENT ST MOBILE AL 36602-2613		CODE 0070139212	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov		CODE IPP INV	
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Purchase of Existing LIDAR (1,411 square miles) of Mobile County, AL from the City of Mobile. Technical POC: George F. Heleine, gheleine@usgs.gov Financial POC: Stephanie L. Brown, slbrown@usgs.gov Suggested COR: PSTEIGER Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 01					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$20,995.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: <u>Quote</u> OFFER DATED <u>05/08/2014</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>Lidar data</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Cristina Vega		31c. DATE SIGNED 5/13/14	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	<p>Delivery: 12/31/2015</p> <p>Account Assignment: K G/L Account: 6100.262J0</p> <p>Business Area: G000 Commitment Item: 262J00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 145G0804MD Fund Center: GGHIEF0000 Project/WBS: GX.14.EF00.MCP10.00 PR Acct Assign Line: 01</p> <p>Period of Performance: 05/19/2014 to 12/31/2015</p> <p>Mobile County, AL LIDAR</p> <p>IT Approval Num: N</p> <p>If you have any questions relating to this award please contact Cristina Vega at cvega@usgs.gov.</p> <p>The total amount of award: \$20,995.00. The obligation for this award is shown in box 26.</p>	1	EA	20,995.00	20,995.00

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 _____ 37. CHECK NUMBER _____
 PARTIAL FINAL COMPLETE PARTIAL 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 (Print) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

SECTION A. SOLICITATION/CONTRACT FORM 1

SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS 4

B.1. Schedule of Supplies/Services 4

B.2. Contract Type 4

SECTION C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK 4

C.1. Performance Work Statement 4

C.2. Green Acquisition 6

SECTION D. PACKAGING AND MARKING 8

SECTION E. INSPECTION AND ACCEPTANCE 8

SECTION F. DELIVERIES OR PERFORMANCE 8

F.1. Delivery Date 8

F.2. Performance Location 8

SECTION G. CONTRACT ADMINISTRATION DATA 8

G.1. 52.000S-5079 Technical Liaison - Technical Direction October 1997 8

G.2. DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (September 2011) 8

G.3. Unilateral Deobligation of Unexpended Funds (May 2013) 9

G.4. NOT TO EXCEED INSTRUCTIONS 9

G.5. GS0919 Legal Holidays January 2002 9

SECTION H. SPECIAL CONTRACT REQUIREMENTS 9

SECTION I. CONTRACT CLAUSES 10

I.1. 52.204-13 System for Award Management Maintenance (JUL 2013) 10

I.2. 52.212-4 Contract Terms and Conditions - Commercial Items. (SEP 2013) 10

I.3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2014) 10

I.4. 52.223-10 - Waste Reduction Program (MAY 2011) 14

I.5. 52.247-34 F.o.b. Destination. (NOV 1991) 14

I.6. 52.252-2 Clauses Incorporated by Reference. (FEB 1998) 14

SECTION J. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 15

SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS**B.1. Schedule of Supplies/Services**

CLIN	DESCRIPTION	Unit	Quantity	Unit Price	Total Price
0010	LiDAR data per the performance work statement here in	JOB	1	\$20,995	\$20,995.00

B.2. Contract Type

Firm Fixed-Price

SECTION C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1. Performance Work Statement****I. General Information**

- A. USGS National Geospatial Program (NGP) has a need for high-resolution, LiDAR across the country to support *The National Map*, USTopo map development, homeland security, natural resource assessment and management, and coordinated emergency and disaster response. Existing LiDAR for this specific area of Alabama approximately ~1,411 square miles is non-existent without the Mobile County LiDAR. Acquisition of suitable and commonly shared replacement LiDAR has been identified as a critical need by NGP. (see attached diagram).
- B. The USGS has had similar LiDAR purchase for Alabama in the winters of 2010-13. These purchases were conducted with the Counties of Alabama GIS Departments, and were for 2010-12 LiDAR.

II. Work Requirements

- A. Technical Requirements
N/A
- B. Deliverables

LiDAR will meet USGS - National Geospatial Program Lidar Base Specification Version 1.0 – QL2.

Project Area: ~1,411 square miles covering Mobile County, Alabama.

LIDAR Collection:

- Multiple Discrete Returns capable of at least 3 returns per pulse.
 - Resolution = 0.4 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) <= 18.13 cm ACCz at the 95% confidence (9.25 cm RMSEz)
 - Consolidated Vertical Accuracy (CVA) <=18.13 cm, 95th percentile
 - Supplemental Vertical Accuracy (SVA) <=18.13 cm 95th percentile

Flight Timeframe: December 1, 2012 through March 1, 2013 for leaf-off conditions. Ground will 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, Alabama State Plane West Zone
 - Horizontal unit: US Survey Feet
 - NAVD 88– Geoid12
 - Vertical unit: US Survey Feet
- Intensity values
- 1 file per swath, 1 swath per file, file size not to exceed 2 GB

2. Classified Point Cloud

- Fully compliant LAS v 1.3; Point Record Format 1
- Georeference information in LAS header as:
 - NAD 1983, Alabama State Plane West Zone
 - Horizontal unit: US Survey Feet
 - NAVD 88 – Geoid12
 - Vertical unit: US Survey Feet
- 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 ft x 5,000 ft; 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 2 ft
- 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 (8,094 square meters) and streams wider than 200 feet nominal width.
- Tiled 5,000 ft x 5,000 ft, 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) ≤ 18.13 cm ACCz, 95% (9.25 cm RMSEz)
 - Consolidated Vertical Accuracy (CVA) ≤ 18.13 cm, 95th percentile
 - Supplemental Vertical Accuracy (SVA) ≤ 18.13 cm 95th percentile
- FGDC-Compliant Metadata for each tile

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

- Horizontal DEM grid spacing of 2 ft
 - ERDAS .IMG format
 - Tiled 5,000 ft x 5,000 ft, without overlap
 - FGDC-Compliant Metadata for each tile
5. **Hydro Polygons collected for LAS classification and water flattening**
- Delineation of water bodies > 2 acre and streams > 100 ft wide
 - ESRI Geodatabase format
6. **Intensity Images from First Return**
- 8-bit (recorded gray scale values from 0-255)
 - ERDAS .IMG format
 - Tiled 5,000 ft x 5,000 ft
 - FGDC-Compliant Metadata for each tile
7. **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 USGS in December 31, 2015.

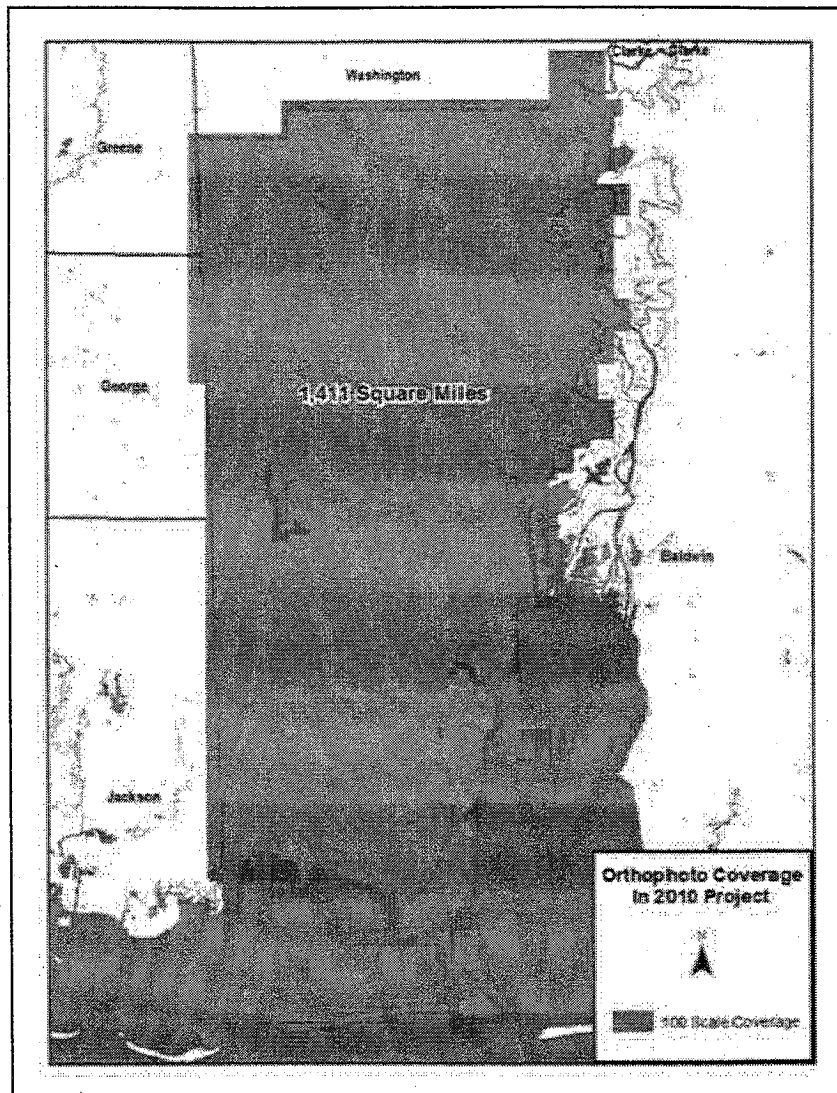
Use and Distribution Rights: All deliverable data and documentation shall be free from restrictions regarding use and distribution.

Map showing Area of Interest

C.2. Green Acquisition

The USGS is committed to promoting the natural environment and protecting the health and well-being of people. In the performance of work under this contract, the Contractor shall exert its best efforts to provide services in a manner that will promote the natural environment and protect health and well-being. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- C.2.1. Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- C.2.2. Biobased Products are described at <http://www.biopreferred.gov/>
- C.2.3. Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at



<http://www.eere.energy.gov/femp/procurement> for FEMP designated products

- C.2.4. Environmentally Preferable Computers are described at <http://www.epeat.net>
- C.2.5. Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- C.2.6. Recycled Products are described at <http://epa.gov/cpg>
- C.2.7. Water efficient products are described at <http://epa.gov/watersense/>

SECTION D. PACKAGING AND MARKING

[Reserved]

SECTION E. INSPECTION AND ACCEPTANCE

[Reserved]

SECTION F. DELIVERIES OR PERFORMANCE**F.1. Delivery Date**

By December 31, 2015

F.2. Performance Location

Contractor Facility

SECTION G. CONTRACT ADMINISTRATION DATA**G.1. 52.000S-5079 Technical Liaison - Technical Direction October 1997**

(a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

(b) The Technical Liaison is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any 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 Technical Liaison 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 Technical Liaison assigned for this contract is:

Name: George Heleine
Telephone Number: 601-933-2950
Email: gheleine@usgs.gov

U.S. Geological Survey
NGTOC
MS 306 Rolla MO 65401

(e) Only the Contracting Officer may designate a different Technical Liaison.

(End of Clause)

G.2. DOI ELECTRONIC INVOICING 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 [CO to edit and include the documentation required under this contract]:

No additional documentation required

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)

G.3. Unilateral Deobligation of Unexpended Funds (May 2013)

The contractor shall submit all invoices under the award no later than 90 calendar days after the period of performance has expired, unless a request for extension has been submitted to the Contracting Officer. After 120 days has passed since the expiration of the performance period, the government reserves the right to issue a unilateral modification deobligating any unexpended funds, and to initiate closeout procedures.

G.4. NOT TO EXCEED INSTRUCTIONS

The contractor shall maintain a continuing record of charges against this order. When 80% of the total "not-to-exceed" amount of this order has been reached, notify the contact person below before proceeding further. This notification is required to ensure that the total labor, materials and travel do not exceed the amount obligated on this order. Charges in excess of the total "not-to-exceed" amount of this order will not be paid unless approved in writing by the Contracting Officer.

(End of Clause)

G.5. GS0919 Legal Holidays January 2002

The following 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

When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday, respectively.

In addition to the holidays listed above, the contractor agrees to observe leave days or closures designated by Federal Statute, Executive Order, or Presidential Proclamation.

(End of Clause)

SECTION H. SPECIAL CONTRACT REQUIREMENTS

[Reserved]

SECTION I. CONTRACT CLAUSES

- I.1. 52.204-13 System for Award Management Maintenance (JUL 2013)**
- I.2. 52.212-4 Contract Terms and Conditions - Commercial Items. (SEP 2013)**
- I.3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2014)**

(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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (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 2013) (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).

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(12) 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).

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (July 2010) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (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.)
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (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.

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

(41) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(42) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3.

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

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

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

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

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

(48) 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)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

(52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

[Contracting Officer check as appropriate.]

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

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance,

Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(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 (Aug 2013).

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

(xiv) 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.

(xv) 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)

I.4. 52.223-10 – Waste Reduction Program (MAY 2011)

I.5. 52.247-34 F.o.b. Destination. (NOV 1991)

(a) The term f.o.b. destination, as used in this clause, means -

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or constructive placement as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including piggyback) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for heavy or bulky freight. When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall -

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

I.6. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in

full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of clause)

SECTION J. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

[Reserved]

