

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4196-1410		PAGE 1 OF 36	
2. CONTRACT NO. W912DR-04-P-0524		3. AWARD/EFFECTIVE DATE 23-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0120	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		6. SOLICITATION ISSUE DATE 13-Aug-2004	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541370 SIZE STANDARD: 4.0 MIL		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR VISION AIR RESEARCH INC SUSAN BERNATAS 904 EAST WASHINGTON STREET BOISE ID 83712-7312 TEL. (208) 841-9566		CODE 3BC89 FACILITY CODE 3BC89		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$11,410.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input 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 type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						23-Sep-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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 <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PERFORM AERIAL INFRARED DEER COUNT FFP Contractor shall perform Aerial Infrared Deer Count Surveys of the Raystown Lake Project in accordance with the attached specifications. Vendor: Jeffrey Krause / Dwight Beall @ (814) 658-3405 POC (Contracting Office) Sandy Wicks @ (410) 962-3987 Vendor Rep: Susan Bernatas @ (208) 841-9566 PURCHASE REQUEST NUMBER: W81W3G-4196-1410	1	Lump Sum	\$11,410.00	\$11,410.00
				NET AMT	\$11,410.00
ACRN AA Funded Amount					\$11,410.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-OCT-2004 TO 15-NOV-2004	N/A	OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2500A05250014900 NA 96181
COST 000000000000
CODE:
AMOUNT: \$11,410.00

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

(End of clause)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (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-Fringe Benefits

Aerial Photographer \$ 11.12
First Officer (Co-Pilot) \$ 20.28
Airplane Pilot \$ 22.28

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43

U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all,

or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting

Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

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

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

“Registered in the CCR database” means that--

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

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

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

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

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

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor

indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

DESCRIPTONS/SPECIFICATIONS

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Conducting a thermal infrared imaging survey to determine white-tailed deer population on 20,616 acres at Raystown	1	ea	11410.00	11410.00

	Lake. Surveys will be done using an aerial radiometric infrared camera.				
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Thermal Infrared Imaging White-tailed Deer Counts at Raystown Lake
August 2004
Section C-1
Descriptions / Specifications
General Information

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**Thermal Infrared Imaging White-tailed Deer Counts at Raystown Lake
August 2004**

C.1. INTRODUCTION

Raystown Lake is a 30,000 acre U.S. Army Corps of Engineers (USACE) project located in south central Pennsylvania, approximately 40 miles south of State College and 30 miles east of Altoona (Figure 1). The USACE has developed an integrated approach to the management of white-tailed deer at Raystown Lake. The purpose of the program is to maintain the biological diversity of the project area through the long-term monitoring of the resident deer herd. White-tailed deer are important recreational and aesthetic components of Raystown Lake and the Corps has taken a proactive approach in the management of the deer herd to insure a healthy forest ecosystem.

Offers are solicited by the U.S. Army Corps of Engineers for conducting a thermal infrared imaging survey to determine white-tailed deer population on 20,616 acres at Raystown Lake. Surveys will be done using an aerial radiometric infrared camera. Survey aircraft are required to be equipped with properly functioning Differentially Corrected Global Positioning Systems (DGPS) to assist in aircraft guidance and flight recording.

C.2. GENERAL STIPULATIONS

C.2.1. Scope Of Work - It is the purpose and intent of this document to provide specifications for aircraft, equipment, infrared surveying, and other operational requirements necessary for a properly prepared and executed Agreement and for securing properly certified and approved aircraft, survey systems, service facilities, qualified ground personnel, and FAA certified and qualified pilots capable of making a proper aerial surveying and performing necessary related functions.

C.2.2. Dates of Survey – Survey period will be between 15 October and 15 November 2004.

It is the contractor's responsibility to monitor survey conditions. The Corps is not responsible for multiple trips required because of unfavorable surveying conditions. Normal operation hours are between 6:00 a.m. and 6:00 p.m. Monday through Friday. Work on evenings, weekends and holidays may be permitted with the approval of the Operations Manager.

C.2.3. Surveying Acreage – A total of 20,616 acres of land will be surveyed.

C.2.4. Pre-Work Conference – There will be a pre-work conference scheduled prior to the start of work after the perspective bid is awarded. All items identified in this contract to be supplied to the Government should be brought to this meeting.

C.3. AWARDING CONTRACT

C.3.1. Conditions To Be Met - In order for this contract to be properly executed all conditions of the specifications must be met by the Contractor. The contract must be able to provide the services and material described within the critical time periods outlined.

C.3.2. Withdrawal Of Award - If it is determined that the lowest bidder is unable to provide the proper equipment as stated in Sections C.6 and C.7 or unable to provide approved safety plans (prior to starting work) the award will be withdrawn from and awarded to the next lowest responsible bidder. Additionally the contract must be able to provide services between October 15 and November 15, 2004. Failure to do so may result will result in withdrawal of award.

C.4. OBLIGATIONS OF THE CONTRACTOR

C.4.1. General - The Contractor is obligated to furnish rotary-wing aircraft equipped with DGPS, support equipment, and personnel necessary to survey white-tailed deer using thermal infrared imaging in accordance with the Invitation to Bid, the Contract Specifications, and the Contract Agreement. The Contractor must have adequate knowledge of the difference in thermal descriptions of White-tailed deer and other animals and be able to differentiate as the data is being collected. Other sections in these contract specifications give more specific information on the equipment, and personnel required.

C.4.1.1 Products. - The Contractor is responsible for providing the following products in accordance within the specification of this contract.

C.4.1.2. Report of Findings. The Contractor will provide a report of findings that must adequately describe the methodology used to collect data, dates and time of field collection, and a summary of results of the findings. The report will include 8 x 11-in. aerial image pictures at a scale of 1.5 acres for each shot that contains a counted deer. The image will show contrasting colors to adequately illustrate the locations of deer. Each picture will include the number of deer observed and the coordinates in latitude and longitude and UTM zone 17, NAD 1927.

C.4.1.3. GIS Coverage File. The Contractor will provide a GIS shapefile coverage that identifies each observed deer. The shapefile must be compatible with ArcView 3.x and 8.x and be provided in the projection of UTM zone 17, NAD 1927. The contractor may use conversions from image locations or other airborne software to create the shapefile. The methodology used to create the shapefile must be described in the Report of Findings.

C.4.1.4. Raw image data. All imagery collected will become property of the Government and shall be provided to the Government on DVD disks readable as a jpeg, bitmap or tiff image.

C.4.2. Maintenance – In the event of equipment failure, the Contractor must have all parts and equipment repaired for use by the next calendar day. Failure to repair equipment resulting in excessive delays may be reason for deductions or default of this contract. Only emergency

repairs are permitted during scheduled survey hours. Routine maintenance must be conducted only at times that will not interfere with the survey operation. Care must be taken to prevent leakage of aviation fuels at all times.

C.4.3. Security - Background checks of contractors may be conducted prior to start of work. This contract does not permit landing zones; vehicle or foot access in any areas that are currently restricted from the public. There are not flight restrictions over the project while conducting the surveys.

C.4.4. Field Expenses and Transportation - Costs incurred in the operation and maintenance of all contractor equipment is the responsibility of the Contractor. Expenses incurred by all Contractor personnel including arrangements for food, lodging, and transportation are the responsibility of the Contractor. The Contractor is responsible for providing a means of ground, air and water transportation for Contractor personnel.

C.4.5. Spill Cleanup - The Contractor shall coordinate the locations for refueling of aircraft with the Government. A spill containment system will be properly used during all refueling operations and shall be approved in advance. The Contractor shall notify the Manager, Raystown Lake immediately of any noncontained aviation fuel spill and take appropriate action to mitigate the spill and decontaminate the site. The Contractor will be responsible for all-cleanup activity and costs resulting from any contamination caused by the accidental or intentional spilling, leakage, or dumping of fuel, oil, or any other contaminant.

C.4.6. Safety - The Contractor must conduct all operations pertaining to this contract in a safe and reasonable manner. The contractor must have a well defined, written safety plan to be submitted at the pre-work conference (C.2.4.). Included, as a part of the safety plan must be all appropriate activity hazard analysis forms as defined in Section 1 of EM 385-1-1. The Contractor must provide all safety equipment unless otherwise specified, including, but not limited to, properly sized and coded fire extinguishers, spill containment materials and supplies, and all personal safety equipment. The Contractor must follow all general safety procedures and all special procedures. Contractor personnel are required to conduct themselves in a safe manner at all times. The Contractor must comply with all applicable sections of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual at <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

C.5. OBLIGATIONS OF THE GOVERNMENT

C.5.1. Government Personnel - The Government, through the U.S. Army Corps of Engineers, will furnish personnel to provide quality assurance and quality control.

C.5.2. Maps - The Government will supply copies of 7 1/2 minute USGS topographic quadrangle maps, aerial photographs and other GIS mapping to include a shapefile of areas to be surveyed.

C.6. AIRCRAFT

C.6.1. General Specifications and Operational Limitations

- (A) Licenses - Every aircraft furnished for this contract must be properly licensed under regulations of the Federal Aviation Administration.
- (B) Conditions - Each aircraft must be clean inside and outside, must fully comply with FAA directives and specifications, and must comply with any pertinent laws and regulations of the State of Pennsylvania.
- (C) Safety – Each aircraft must satisfy all safety regulations prescribed by the FAA.
- (D) Equipment - All equipment specified in this contract for use in or upon any aircraft must be FAA approved or the Contractor must have an FAA field approval (FAA Form 337) from the FAA Flight Safety District Office serving the Contractor's home base of operations.
- (E) Incapacitation - In the event that any aircraft under contract becomes incapacitated it must be repaired within 24 hours of the original breakdown. If the aircraft can not be repaired and returned safely to full operation, it must be replaced with an aircraft of similar capabilities subject to all of the provisions of these Contract Specifications.
- (F) Engines - Each aircraft engine must meet FAA specifications and must be in excellent operating condition. Engine and airframe logs must be present at time of inspection.
- (G) Aircraft Refueling – Refueling of the aircraft that occurs while the engine is running and/or the rotor spinning must be done by hose line and nozzle only. Fueling from containers will be permitted only during complete engine shut down. Proper aircraft fuel truck grounding procedures with a FAA-approved grounding kit must be followed while refueling.
- (H) Reserve Fuel - A minimum of twenty (20) minutes reserve fuel supply over the amount needed for the planned round trip is required for each flight.
- (I) Loading - The pilot is responsible for the proper loading of the aircraft. Loading is under the pilot's direction and must be inspected by the pilot before takeoff. The weight must not exceed the maximum gross weight specified by the aircraft manufacturer. The pilot must compensate for altitude, temperature, landing zone conditions, and any adverse flying conditions.
- (J) Visibility - The aircraft windshield or bubble must be kept clean.

C.6.2. Acceptable Aircraft – Only category A, B, C and D rotary-wing aircraft (Bell 212, Bell 205, Bell 204, Sikorsky S-55, Lama, Bell 206, Hughes 500, Bell 47 Soloy, Bell 47, Hiller Soloy and Hiller 12) will be considered for this contract. Other aircraft not listed that are capable of conducting the specified aerial thermal imaging must be approved by the Corps prior to conducting surveys.

C.7. AIRCRAFT SURVEY SYSTEM

C.7.1 Survey Equipment – Contractor must use the Kelvin 350II Radiometric Infrared Camera system or equivalent. Bidders wishing to use equipment other than the Kelvin 350II must provide the U.S. Army Corps of Engineers with the technical specifications before said contract is awarded. For more information on the Kelvin 350II go to www.polytech-us.com/kelvin350II.htm

C.7.2 Sensor Equipment - A Thermovision 1000 sensor or equivalent must be used. The sensor must be housed in a gyro-stabilized ball mounted to the underside of aircraft.

C.7.3. DGPS

(A) General

- (1) DGPS with software designed for parallel offset in increments equal to the assigned swath width of the application aircraft or the formation of aircrafts. A course deviation indicator (CDI) or a course deviation light bar must be installed as specified in Item C-9. Differential correction may be provided by a portable differential station, FM radio fixed towers, or satellite. Differential correction signal must cover the entire project area.
- (2) The guidance system being used will allow the flight log to be downloaded to an on-site (airport or helibase) computer for post-flight analysis and review. The flight log must show the entire flight of the aircraft from takeoff to landing and differentiate between survey on and survey off when viewed on the computer monitor. The software must have the capability to zoom to any portion of the flight for viewing in greater detail and a method to determine distance between each flight lane. The system must be able to calculate and show total acres surveyed during the flight. The software must be compatible with dot matrix printers and/or color printers and differentiate between survey on and survey off on the printed copy.
- (3) The DGPS proposed should have been operated successfully in a similar type aerial application program, and demonstrated success prior to contract implementation. If not, an inspection for proper installation and function may be required prior to contract implementation. Contractor must provide

name and phone number of previous clients or other users of the system who can validate the DGPS capabilities at the pre-work conference (C.2.4.).

(B) Contractor DGPS Requirements (All Items Furnished by Contractor)

- (1) All guidance equipment, materials, computers, printers, personnel, and services required for the system to be used. The guidance equipment shall be capable of accurately guiding the aircraft, while flying at altitude, along parallel flight lines equal to the assigned swath width of the application aircraft, in blocks designated by the soliciting agency. The system shall be sufficiently accurate to keep the aircraft on the desired flight path. The guidance system shall be capable of updating the current position rate of five (5) times per second.
- (2) FAA certified mechanic/inspector to install and certify equipment installation in aircraft.
- (3) Differential correction coverage for the complete operation area. During operation, differentially corrected signal must be accurately recorded at least 90 percent of the operational time.
- (4) Post-flight processing computer and software capable of displaying track, altitude and groundspeed of aircraft during flight, with differentiation between standard flight and flight when the application system is on/off. Export file must be on a standard High-Density 1.44 MB 3.5 inch floppy disk or other mutually acceptable data storage medium.
- (5) Instruction of soliciting agency personnel in the use of post-processing software. Complete operation manuals.
- (6) Full 24-hour on-call equipment service and operator support.
- (7) All related equipment shipping and contractor personnel travel costs.
- (8) Digitizing the treatment blocks will be the contractor's responsibility.

(C) Required Characteristics of the DGPS System

- (1) Precision GPS guidance with pilot-selected cross-track error readout adjustable down to one (1) foot.
- (2) Visual display monitor: 1) capable of displaying swath width over flight path; 2) mounted in aircraft in a location that will allow the pilot to view the screen with direct or peripheral vision without looking down; 3) may display in real time or be available for in-flight access immediately after application has ceased.

- (3) Variable swath width entry.
- (4) Record logging at a minimum rate of one-second intervals. Full record includes position, time, altitude, speed, track, survey system on/off, aircraft number, pilot, job name or number, and differential correction status.
- (5) System memory capable of storing up to 8 hours of continuous flight log data.
- (6) Capability to accept pre-loaded reference waypoints (A-B Line). Must be able to store and retrieve, in-cockpit. Capability to link blocks together for combined surveying.
- (7) Feature which alerts pilot when he/she is about to enter or exit a specific survey block or an exclusion area within a block. A method to display nested polygons to indicate sensitive, or no-survey areas within survey blocks.
- (8) A course deviation indicator (CDI) or light bar which displays both cross-track error and intercept angle to desired heading must be installed on the aircraft in a location that will allow the pilot to view the indicator with direct or peripheral vision without looking down.
- (9) HOME navigational feature which provides instant range and bearing to home base airport or helibase.
- (10) MARK feature which allows return to point in any swath before or after equipment shutdown.
- (11) Warning method to indicate GPS or Differential Correction failures.
- (12) Pilot-adjustable intensity lighting for light bar, keypad, and moving map display.
- (13) Capability to end log files, rename, and start new logs in flight.

C.8. SURVEY CONDITIONS

C.8.1. Time of Year – Survey will take place in the fall of the year after leaf off.

C.8.2. Time of Day – Survey will begin no earlier than 0600 hours and be completed by 1800 hours daily. Times may be modified at the request of the Government

C.8.3. Weather – Clear skies with no fog or haze is required for optimal surveying conditions.

C.8.4. Altitude – The aircraft will fly at 1,000 feet above the Earth’s surface during the survey.

C.9. CONTRACTOR PERSONNEL

C.9.1. Project Supervisor - The Contractor must designate one of its personnel to serve as the on-site project supervisor and to represent the company in all contractual matters that require prompt attention.

C.9.2. Ground Support Personnel - The Contractor must supply sufficient numbers of properly trained and qualified ground support personnel to drive all necessary support vehicles, operate and maintain the equipment, properly fuel, service and maintain each aircraft.

All ground support personnel must be equipped and trained to take proper action in an emergency. These people must observe all safety precautions in handling and in refueling the aircraft.

The Contractor must supply personnel who are trained in the use of DGPS.

C.9.3. Pilots

- (A) FAA Qualifications - The Contractor must provide pilots that are FAA qualified to operate the aircraft specified in the bid. Each pilot must be qualified under FAR part 137.
- (B) Pilot List - The Contractor must provide the U.S. Army Corps of Engineers with a list of all pilots slated for use on the contract as designated in Section 3.1.
- (D) Experience - Each pilot must meet or exceed the following experience minimums as pilot in command. The Contractor must supply totals for each pilot to be used in this contract for the categories listed below at the pre-work conference (C.2.4.). The Government reserves the right to approve or disapprove the pilot in command based on these minimum requirements:

- All Aircraft	1000 hours
- Night flying	10 hours
- Rotary wing aircraft	500 hours
-Weight class (category) to be flown on contract	100 hours
- Make, model, and series to be flown on contract	20 hours
-Thermal infrared imaging application in terrain typical of contract area	50 hours
-Takeoffs/landings at altitude typical of contract area	20 times

- (E) Pilot Responsibility - The surveying pilot is responsible for the accuracy of the thermal infrared imaging surveys to the designated site using good application

delivery procedures generally recognized as correct by professionals in the aerial surveying industry.

C.10. INSURANCE REQUIREMENTS

- (A) General Requirements - The Contractor must maintain liability insurance protecting the Government, and the Contractor from claims regarding damage to persons and property from activities in connection with performance under this contract, including operation of aircraft, equipment and vehicles.
- (B) Coverage's and Limits - Pursuant to the contract clause entitled, Insurance—Work on a Government Installation, the Contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance.
- (1) Aircraft Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
 - (2) Chemical Liability - \$100,000 per person, \$300,000 per occurrence for bodily injury; \$100,000 for each occurrence/aggregate for property damage.
 - (3) Automotive Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.

Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State Worker's compensation and occupational disease statutes.

C.11. INSPECTIONS, DEDUCTIONS, AND DEFAULTS

C.11.1. Inspections

C.11.1.1. Contractor performance will be evaluated with emphasis in the following areas:

- a. Proper conduct in dealing with Government officials and the visiting public.
- b. Compliance with specifications.
- c. Safety procedures.
- d. Number and frequency of valid visitor complaints.

C.11.1.2. Inspection will be accomplished by Government personnel using a sampling method of inspection.

C.11.2. Deductions

C.11.2.1. Introduction - Due to the behavior of white-tailed deer during hunting seasons, the amount of time during which successful surveying can be made is limited. For this reason, delays caused by the Contractor during periods of acceptable survey conditions are potentially damaging to the outcome of the program. In addition, such delays are costly to the Government and therefore subject to the assessment of agreed damages for failure to perform. Repeated occurrences of failure to perform actions are sufficient grounds for contract termination and removing the Contractor's name from the list of acceptable bidders for future projects.

The Contractor is not liable for agreed damages if the failure to meet the terms of the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

C.11.2.2. Defective Service - If the services are found to be defective in workmanship or otherwise not in conformity with the specifications and requirements of the contract, the Government shall have the right to reject such service.

C.11.2.3. Damage to Facilities - Damage to Government facilities should be minimized. Any damage to Government facilities deemed to have been caused by Contractor negligence shall be (1) corrected in a timely fashion by the Contractor, (2) corrected by the Government or another Contractor and deducted from the Contractor pay estimate, or (3) settled in an appropriate and timely fashion through the Contractor's insurance carrier.

C.11.3. Default

C.11.3.1. Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. Following is a partial listing of reasons for which default may be considered:

- a. Failure to provide items and services identified in the contract.
- b. Nonperformance.
- c. Repetitive safety violations.
- d. Abnormally high amounts of inflicted damage to Government facilities or private property.

C.11.3.2. Contractor employee actions or conduct deemed inappropriate by the contracting officer will be grounds for the immediate cancellation of the contract. Other contractor actions that would result in immediate dismissal would include but not be limited to the following:

- a. Intoxication or drug use while on duty.
- b. Repeated safety violations.

- c. Cursing or harassment of visitors.
- d. Theft of money or supplies.
- e. Unprovoked physical contact with visitors, Corps personnel, or other Government Contractors.

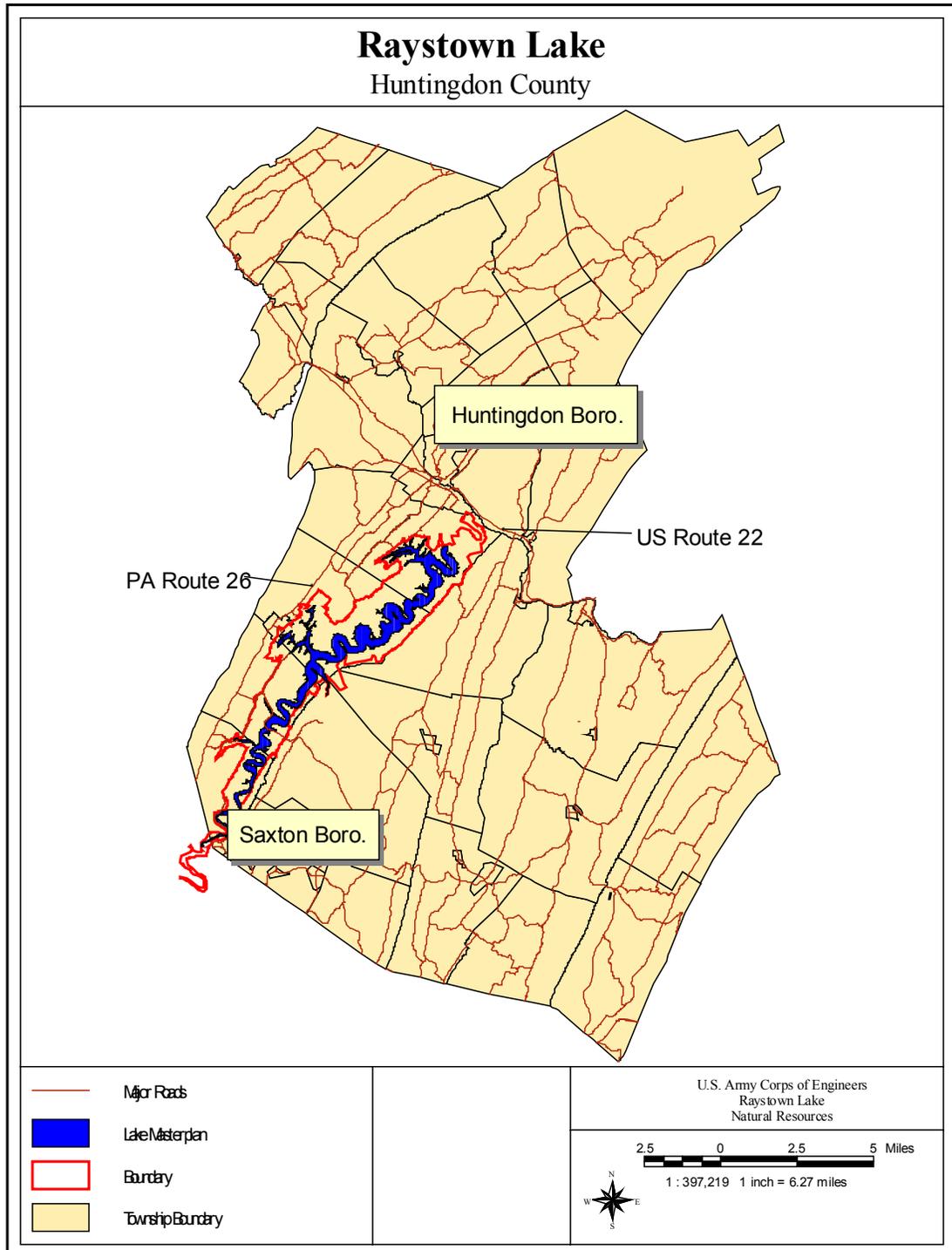
C.12. INVOICES AND PAYMENT

10

C.12.1. Payment for this contract will be based on actual survey. Contractor must supply the Government a summary sheet showing all surveyed areas.

C.12.2. Payment for this contract will be processed in a lump sum payment upon the satisfactory completion in accordance with the specifications listed above. No payment shall be received for services not rendered. Payments may be adjusted based on "C.11. Inspections, Deductions and Default". Incorrect invoices will be returned to the contractor for correction before the pay estimate is processed for payment. Invoices shall be submitted prior to November 19th, 2004

Figure 1. General Location Map of Raystown Lake



WAGE DETERMINATION DECISION
WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 95-0222 (Rev. 17) dated 27 May 2004

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

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 1995-0222
 William W.Gross Division of | Revision No.: 17
 Director Wage Determinations | Date Of Last Revision: 05/27/2004

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

****Fringe Benefits Required Follow the Occupational Listing****

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
(not set) - Aerial Photographer	11.12
(not set) - First Officer (Co-Pilot)	20.28
31010 - Airplane Pilot	22.28

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

HEALTH & WELFARE (Hawaii): \$1.09 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.59. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

Aerial Photographer

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

First Officer (Co-Pilot)

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

