



**United States Department of the Interior**  
**National Business Center**  
**Aviation Management**  
4405 Lear Court  
Anchorage, AK 99502



**Greetings Prospective Offerors**

**Solicitation No. D12PS00112: Exclusive Use – Fixed-Wing Flight Services to Support the Department of Interior U.S. Geological Survey in Alaska.**

The attached Request for Proposals (RFP) is to acquire fully Contractor operated and maintained flight services consisting of fixed, high-wing, single engine aircraft and associated equipment that will be used as directed by various bureaus of the Department of the Interior for their use in support as specified in the solicitation. The services of the RFP are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 15 Negotiated Acquisitions. The contents of the solicitation are as described in the Table of Contents.

**☺☺☺ SPECIAL NOTICE**

I would like to direct your attention to the information included in this letter. It is intended to assist you in preparing your offer and to identify items that may affect the offer you submit in response to this requirement.

**BACKGROUND –**

The requirement of this solicitation is to obtain fully Contractor operated and maintained exclusive use airplane flight services to support U.S. Geological Survey Alaska Science Center's four field research camps on the Arctic coastal plain. Contractor services include provision of an airplane, personnel, fuel, and all other associated equipment as prescribed in this solicitation. Missions may include, but are not limited to, passenger and cargo transport and other administrative and related resource activities. Barrow, Alaska, is the reporting base; however, the airplane and pilot will normally stay at a remote field campsite. The Government will provide for the entire infrastructure for the campsites, except fuel for the airplane.

If your offer is selected for award, your prices will remain in effect for the first year of the contract as well as subsequent option years if option years are included and exercised. No adjustments to prices will be made except as otherwise permitted in the solicitation specifications. Renewal of the contract(s) is at the option of the Government and this should be given careful consideration when considering costs that may impact operation of your aircraft over the contract period.

Section D, 52.212-1, Instructions to Offerors and Evaluation, discusses what you should do to submit a proposal and how we will evaluate the proposals received. Prior to submission of your proposal, please check to see that you have included all the information requested. Failure to include the information identified may adversely effect the evaluation of your proposal.

**Proposals are due by 2:00 PM, May 30<sup>th</sup> 2012.** Proposals received after this time and date would be subject to the conditions of D2.5, Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

You are urged to carefully read the solicitation in its entirety, as the solicitation does include new and/or updated provisions and clauses. Some items worthy of your attention and that could affect the proposal you submit, are:

- No Government fixed flight rates are used –offeror will submit pricing for both the availability and flight rates
- One VHF-AM panel mounted radios (B7.3.2)
- One Automated Flight Following (AFF) system (B7.3.3)
- Offer contents to be submitted (D4)
- Successful offeror must be registered in the Central Contract Registration (CCR) in order for an award to be made (D7)
- Section E – Offeror may complete representations and certifications by an annual electronic submission.

**If after reading the solicitation, you find you have questions, please submit your questions in writing they will be researched and answered via an amendment to the solicitation. Questions will be accepted until 4:00 pm May 18, 2012, and answers will be posted by close of business May 22, 2012.**

Thank you

*Ryan F. Lorimer*

Ryan F. Lorimer, Contract Specialist  
907-271-6854  
[Ryan\\_Lorimer@nbc.gov](mailto:Ryan_Lorimer@nbc.gov)





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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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## SECTION A - REQUIREMENTS AND PRICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
AMD Aviation Management Directorate  
AMS Aviation Management System  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute  
GPS global positioning system  
HIGE hover-in-ground effect  
HOGE hover-out-of-ground effect  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
IPP Internet Payment Platform  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSD plastic sphere dispenser  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated

STEP Single-skid, Toe-In and Hover Exit/Entry Procedures  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**SECTION A - REQUIREMENTS AND PRICES**

**SCHEDULE OF SUPPLIES/SERVICES**

**D12PS00112**

**SCHEDULE OF SUPPLIES/SERVICES**

**A1. ITEM REQUIREMENT**

**ITEM DESCRIPTION**

<b><u>Aircraft Required:</u></b>	Single engine, high-wing, amphibious airplane, single pilot VFR.
<b><u>Bureau:</u></b>	U.S. Geological Survey, Alaska Science Center.
<b><u>Crew Complement Required:</u></b>	One (1) pilot-in-command (PIC) qualified pilot
<b><u>Designated Base:</u></b>	Barrow, AK.
<b><u>Performance Period:</u></b>	21 June 2012 through 21 August 2012.
<b><u>Minimum Aircraft Requirements:</u></b>	Must have a Standard Airworthiness Certificate.  An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.  VFR, Day.  Insured seating for three (3) passengers.  Payload 600 pounds with 200 pound pilot, 25 pound survival kit  Range 250 nautical miles (does not need to meet range and payload simultaneously)  Endurance four (4) hours plus 45-minute reserve:  Cruise airspeed 115 KTAS at 2000 feet pressure altitude and 10° C

(A Cessna 206Amphibian is typical of the above minimum characteristics.).

NOTE: All Exhibits applicable to this solicitation are included at the end of Section C.

**SECTION A - REQUIREMENTS AND PRICES**

**A2 Item 0001-0002 Pricing**

Complete shaded areas only.

<b>DESIGNATED BASE</b> Barrow, AK	<b>EXCLUSIVE USE PERIOD</b> 62 calendar days	<b>START DATE:</b> June 21, 2012 <b>END DATE:</b> August 21, 2012
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<b>OFFEROR NAME</b>		
<b>AIRCRAFT FOR THIS PRICING SCHEDULE</b>	Make/Model -	FAA Registration #

ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2012</b> 1.a.	<b>1<sup>st</sup> YEAR – June 21 – Aug 21, 2012</b> Price per day for <b>guaranteed</b> availability	AV	62	DAYS		
1.b.	Price per flight hour for <b>estimated</b> flight hours (Dry)	FD	ESTIMATED 200	FLIGHT HOURS		

**BASE YEAR – ESTIMATED TOTAL – 1st year, 2012**

<b>2013</b> 2.a.	<b>2nd YEAR – June 21 – Aug 21, 2013</b> Price per day for <b>guaranteed</b> availability	AV	62	DAYS		
2.b.	Price per flight hour for <b>estimated</b> flight hours (Dry)	FD	ESTIMATED 200	FLIGHT HOURS		

**1st OPTION YEAR – ESTIMATED TOTAL – 2nd YEAR, 2013**

**ITEM 1 - ESTIMATED TOTAL PRICE – TWO YEARS**

**ADDITIONAL PAY ITEMS SCHEDULE**

	ADDITIONAL PAY ITEMS	AMD-23e PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
c.	Fuel Charge	FC	INDEFINITE	EACH	Actual Cost
d.	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
e.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost
f.	Unavailability	UA	INDEFINITE	EACH	Actual Cost

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained exclusive use airplane flight services to support U.S. Geological Survey Alaska Science Center's four field research camps on the Arctic coastal plain. Contractor services include provision of an airplane, personnel, fuel, and all other associated equipment as prescribed in this solicitation. Missions may include, but are not limited to, passenger and cargo transport and other administrative and related resource activities. Barrow, Alaska, is the reporting base; however, the airplane and pilot will normally stay at a remote field campsite. The Government will provide for the entire infrastructure for the campsites, except fuel for the airplane.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship. The aircraft and crew are an integral component of an aerial firefighting team.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders and may dispatch aircraft under this contract for such cooperative use. Performance will be required in Alaska and may be required in Canada and the lower 48 States.

B1.4 During the exclusive use period, and any subsequent extension, aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, 7 days per week.

##### B2 Certification

The Contractor must obtain and keep current all of the following required certificates. The Contractor must ensure that contract personnel and aircraft are maintained in compliance with those certificates at all times:

B2.1 A Federal Aviation Administration (FAA) Air Carrier Certificate or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., airplane, single engine, visual flight rules (VFR) day, passengers, and cargo in Alaska.)

B2.2 These aircraft shall be identified as required by the Code of Federal Regulations 14 CFR Part 121.135(7) or Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate. Aircraft shall be fully equipped to

carry the number of passengers offered in accordance with the standards of 14 CFR Part 121 or 135 as appropriate.

B2.3 The contract aircraft must have a Standard Airworthiness Certificate and have engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Installation of any equipment required by this contract must be FAA approved.

##### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order shall be used in such resolution: (i) Typed provisions of these specifications; (ii) DOI NBC Aviation Management supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

##### B4 Contracts

The Contractor must maintain a current paper copy of the contract with all modifications in each contract aircraft throughout the performance period.

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

The Contractor-furnished aircraft and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of lap belt and shoulder harness conditions that are not acceptable.

##### B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant airplane that is equipped as shown below:

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit shall be installed in the cabin.

B6.2 A survival kit containing items specified in the First Aid and Survival Kits Exhibit shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

B6.3 Fire extinguisher(s), required by 14 CFR, for the purposes of this contract, must be a handheld bottle, minimum 2-B:C rating, one must be mounted and accessible to the flight crew while seated. The fire extinguisher(s) must be maintained in accordance with *National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers* or the Contractor's operations manual.

B6.4 Federal Aviation Administration-approved seatbelts for all occupants and shoulder harnesses for the pilot and copilot/front passenger.

B6.5 FAA-approved seating for three (3) passengers. Must be FAA-approved seats and configuration. Must be removable to allow for a cargo configuration.

B6.6 Strobe light system. A two-light system (one above and one below the fuselage) or a three-light system (wing tips and tail) with an independent activating switch.

B6.7 High visibility, pulsating, forward-facing, conspicuous light.

B6.8 FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tiedown in cabin and baggage compartment areas.

B6.9 Cabin heater and window defogger.

B6.10 The aircraft must be equipped in accordance with 14 CFR Parts 91 and 135 for carrying passengers and cargo day VFR.

B6.11 Dual controls for initial pilot performance evaluation.

B6.12 The Contractor must supply and install one complete LH and RH telemetry antenna mounting system. The antenna is typically a whip or rod type conforming to TSO C37D or TSO C38D; or Yagi type antenna. These mounts and antennas must be field removable. The system shall include the FAA approvals including ICAs if required. The actual antennas and radio tracking receiver for the installation are the only Government-furnished equipment. The mounts, cables, connectors, hardware, and approval are the Contractor's responsibility. Drawings for previous installations can be provided.

### B7 Avionics Requirements

B7.1 General.

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from DOI NBC Aviation Management Avionics or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.2 Avionics installation and maintenance standards.

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better.

B7.2.3 Avionics equipment mounting location and installation must not interfere with passenger safety, space, and comfort. Avionics equipment must not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse must be protected. Avionics equipment normally operated by both pilot and observer/copilot (FM-1, AUX FM, audio control system, etc.) must be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offers full and unrestricted movement of each control to both the pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.

B7.3 Communications systems. Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet requirements of the ARA must also be APCO Project 25-compliant.

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 One panel-mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power.

## SECTION B – TECHNICAL SPECIFICATIONS

B7.3.3 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. In Alaska, an ISAT system (see paragraph B7.3.4) will satisfy this requirement. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements, refer to <https://www.aff.gov>.

B7.3.3.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.3.2 AFF communications must be fully operational in the lower 48 States. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.3.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

B7.3.3.4 Registration contact information, a Web-accessible feedback form, and additional information are available at <https://www.aff.gov>. The FAHD can be reached at (800)253-5559 or (208) 387-5290.

B7.3.3.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an

operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD. When the aircraft passes the operational check, an aircraft logbook entry must be made.

B7.3.3.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

### B7.3.4 Satellite Phone System.

The Contractor must furnish and install an Iridium-based Satellite Telephone (SatPhone) system. The installation must be in accordance with FAR 43.

B7.3.4.1 The Iridium handset, or remote dialer, must be located in a convenient location in the cockpit. The location must provide ready and unencumbered access to its controls by both front seat occupants.

B7.3.4.2 The Iridium phone system audio must be interfaced to the aircraft audio system so that the pilot, and observer/copilot can utilize the SatPhone via their headsets. It is preferred that all occupants of the aircraft be able to converse over the SatPhone through their headsets, though keypad access may be limited to the two front seat occupants.

B7.3.4.3 The SatPhone system must provide the capability to pre-program at least six (6) telephone numbers that can be quickly selected by either front seat occupant while in flight.

B7.3.4.4 A TSO C-129a L-band antenna, acceptable to the manufacturer of the SatPhone system, must be installed on top of the fuselage, giving as much a view of the overhead hemisphere as possible.

B7.3.4.5 The SatPhone system may be integrated into the Automated Flight Following system (see B7.3.3) using either the same Iridium communicator or a separate Iridium communicator. In the former case, it is acceptable for phone calls to interrupt the transmission of AFF position reports for brief periods of time, and flight crews must be instructed as to this conflict.

### B7.4 Other avionics.

B7.4.1 An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT,

**SECTION B – TECHNICAL SPECIFICATIONS**

the pilot’s PTT switch(es) must be mounted on the flight controls (helicopter cyclic or airplane control yoke), with cord-mounted PTT switches at any other required positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.4.1.1 The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier (or equivalent)).

B7.4.1.2 Earphone/microphone jacks: JJ-033 and JJ-034 jacks must be furnished at each required station.

B7.4.2 The Government may request installation of Government-furnished equipment (GFE).

**B8 Reserved**

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements and Authority**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

B9.2 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the Contracting Officer’s Technical Representative’s (COTR) discretion.

B9.3 Each pilot must, at the discretion of the COTR, pass an agency flight evaluation in each make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B9.4 The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include the names and pilot addresses of past employers and substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information shall be submitted on form AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval. This form can be found on the AMD website at <http://amd.nbc.gov>.

B9.5 This contract requires that pilots meet special use eligibility and requirements for resource reconnaissance and low level operations. Pilots who have not been previously carded for resource reconnaissance or have not been carded for low level within the last 3 years must receive a flight evaluation in accordance with Section C of this contract.

B9.6 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight.

B9.7 The pilots must have completed emergency egress water ditching training, which must include an actual submerged water egress exercise. Documentation of this training for the pilot is required at the time of pilot carding.

**B10 Pilot Qualifications**

B10.1 Pilot-in-Command minimum qualifications:

B10.1.1 The PIC shall have an FAA Commercial Pilot certificate with a type rating (if required) for the contracted aircraft.

B10.1.2 The PIC shall hold a current second-class medical certificate issued under provisions of 14 CFR 67.

B10.1.3 The PIC must provide evidence of satisfactorily completing an FAA competency check (14 CFR 135.293a and b) for the make and model offered in this contract and a line check (14 CFR 135.299); or the 14 CFR 121 equivalents. These flight checks must be kept valid throughout the contract period.

B10.1.4 PICs shall have logged minimum flying time as follows:

B10.1.4.1	1,500 hours	Total pilot time.
B10.1.4.2	1,200 hours	PIC, airplanes.
B10.1.4.3	200 hours	PIC category and class to be flown. (200 hours airplane single engine land and 200 hours airplane single engine sea)
B10.1.4.4	100 hours	PIC night flying to include the recent flight experience requirements of FAR 61.57(d).
B10.1.4.5	75 hours	PIC actual or simulated instrument flight time (including 50 hours in flight).
B10.1.4.6	200 hours...	over typical (Alaska) terrain and landing facilities.
B10.1.4.7	250 hours	PIC large airplane when applicable. (12,500 pounds certificated gross takeoff weight or more.)

## SECTION B – TECHNICAL SPECIFICATIONS

B10.1.4.8	100 hours	PIC turbo prop when applicable.
B10.1.4.9	200 hours	PIC low level, less than 500 feet AGL.
B10.1.4.10	50 hours	PIC in make and model of aircraft to be used on this contract. (25 hours if the pilot has attended a formal training course which includes ground school for the make and model and a flight check.) (See B10.2.)
B10.1.4.11	100 hours	Total time in category, preceding 12 months.
B10.1.4.12	10 hours	PIC class in the preceding 60 days.

B10.2 A formal training course is a pilot course designed to increase the pilot's proficiency in a specific make and model of aircraft. Any course proposed to meet the intent of this paragraph must be FAA approved and AMD accepted. AMD will evaluate each course on a case-by-case basis.

### B11 Personnel Duty Limitations

The following limits notwithstanding, pilots and mechanics are expected to notify their manager if they become fatigued prior to reaching the duty day limit.

### B12 Flight Crewmembers Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in a 24-hour period. Duty includes flight time, ground duty of any kind, travel not considered local and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 All crewmembers must have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous U.S., these two 24-hour rest periods must be 2 calendar days off duty.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This

record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B12.2.3 Pilot flight time computations will be in accordance with 14 CFR 1.1.

B12.2.4 Flight crewmembers will be limited to the following restrictions which fall within their duty hour limitations:

B12.2.4.1 A maximum of 8 hours' flight time during any assigned duty period.

B12.2.4.2 A maximum of 42 hours' flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot(s) will be given the following 24-hour period off duty for rest, after which a new 6-day cycle will begin.

B12.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase the number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### B13 – B19 Reserved

## OPERATIONS

### B20 Pilot Authority and Responsibilities

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The contract pilot:

B20.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has the final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B20.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Contracting Officer (CO) or his or her authorized representative.

## SECTION B – TECHNICAL SPECIFICATIONS

B20.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations.

B20.4 Must properly secure all cargo.

B20.5 Must calculate aircraft performance to include:

- a. Takeoff and landing distances required versus runway/waterway available.

Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).

B20.6 May perform preventive maintenance in accordance with 14 CFR 43.3(h) or with the Contractor's operational specifications as appropriate.

B20.7 May function as a mechanic when the aircraft is not available due to required maintenance provided that:

B20.7.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B20.7.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B20.7.3 The pilot does not accomplish scheduled maintenance such as 50- and 100-hour inspections. Any maintenance performed will be recorded in accordance with section B29.

### B21 Flight Operations

The Contractor must operate in accordance with their approved FAA operations specifications, all portions of 14 CFR 91 (including those portions applicable to civil aircraft), and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B21.1 Dispatches are time sensitive and must be accommodated without undue delay without compromising safety.

B21.2 Manifesting. The pilot-in-command (PIC) must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short

flights will be made within a specific geographical area and will involve frequent changes of passengers.

B21.3 Passenger briefings. Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following:

- a. Aircraft hazards
- b. Emergency locator transmitter (ELT)
- c. First aid kit
- d. Personal protective equipment
- e. Gear and cargo security

B21.4 Dual controls. The pilot shall brief passengers to remain clear of the flight controls at all times.

B21.5 Reserved.

B21.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B21.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals shall not exceed 1-hour intervals under normal circumstances.

B21.8 Smoking will not be allowed in the aircraft.

### B22 Security of Aircraft and Equipment

B22.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B22.2 Physical aircraft security. Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different antitheft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

Keyed magneto  
Keyed starter switch  
Keyed master power switch  
Hidden battery cutoff switches  
Hidden start relay switches  
Throttle/power lever lock  
Mixture/fuel lever lock

## SECTION B – TECHNICAL SPECIFICATIONS

Locking fuel cutoff  
Locking tiedown cable

Unacceptable locking devices and security methods are:

Locking aircraft doors  
Fenced or gated parking area

### **B23 Personal Protective Equipment (PPE) for Flight Operations**

The Contractor must provide PPE for ground and flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

B23.1 Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

B23.2 During low level operations, the pilot must wear:

B23.2.1 A one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

B23.2.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal.

B23.2.3 Boots with tops which must extend above the ankle and must be constructed so that metal parts, such as shoestrings or zippers, do not contact the wearer's skin. Nonleather boots must be flight approved in accordance with U.S. military standards for aviation use.

B23.2.4 Leather, polyamide, or aramid gloves.

Note: The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B23.3 Contractor personnel must wear a personal flotation device (PFD) for all flights requiring water operations. This equipment must be maintained in serviceable condition in accordance with the manufacturer's instructions. This equipment may, but is not required to, meet the standards of 14 CFR Part 135.167(a)(1). Automatic inflation (water-activated) PFDs are not authorized.

### **B24 Special Permit Authorization for Transportation of Hazardous Materials**

B24.1 The Contractor may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, the Department of Transportation's special permit DOT-SP-9198, and the *Department of the Interior/U.S. Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide*. A copy of the current special permit, DOI handbook, and *DOT Emergency Response Guidebook (ERG)* must be carried aboard each aircraft transporting hazardous materials. It is the Contractor's responsibility to ensure that each employee who may perform a function subject to this DOT special permit receives required training. The required training is only satisfied by completing the DOI's module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested.

Note: The DOT special permit and the DOI handbook are available online at <http://amd.nbc.gov>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

### **B25 Fuel and Servicing Requirements**

B25.1 General.

**Note 1.** Government fuel is provided for operations in Alaska; however, if no Government fuel is available, the Contractor shall be capable of purchasing fuel and understand that the Government will reimburse the Contractor for the fuel purchased.

**Note 2.** Drum fueling will be required during this contract and must meet all sections listed in the Aviation Management Operational Procedures Memorandum (OPM) 20, Drum Fuel Management, (<http://amd.nbc.gov/library/opm/index.htm>).

B25.1.1 Aircraft must not be refueled while engine is running.

B25.1.2 Operations. The Contractor must ensure that:

B25.1.3 Government personnel are not on board the aircraft during refueling operations.

B25.1.4 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.1.5 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## SECTION B – TECHNICAL SPECIFICATIONS

B25.1.6 Aircraft oil and other lubricants must be Contractor supplied. The Contractor must have a fuel quality assurance program.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General - Maintenance

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

#### B27 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)

B27.1 The Contractor must comply with all applicable MMSBs and FAA ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of complied with MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number.

#### B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's records is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the Contracting Officer's Technical Representative (COTR) a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

#### B29 Maintenance

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.3

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine/preventative maintenance must be performed before or after the Government's scheduled daily use period or as approved by the Contracting Officer's Representative (COR).

B29.4 Reserved.

B29.5 The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

**B29.6 Manufacturer's Inspections for Aging Aircraft.** In order to assure the continuing airworthiness of aging aircraft, all manufacturers' aging aircraft programs shall be complied with. The program inspections of aircraft and records reviews shall follow the manufactures recommended times and at specified intervals thereafter. A record is to include, at minimum, the method used to comply with the Aging Aircraft requirement, the Aging Aircraft Task number, and revision date; and if the Aging Aircraft Task has requirements for recurring action, the time-in-service and the date when that action is required.

#### B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, power train, flight control system, or when requested by the Contracting Officer. This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and Contracting Officer's Technical Representative (COTR) of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

#### B31 Time Between Overhaul (TBO) and Life-Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2)

## SECTION B – TECHNICAL SPECIFICATIONS

the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

### **B32 Weight and Balance**

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 60 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2012) [Tailored SEPT 2005]

##### (SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment.* –

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision

shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor

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for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

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

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

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

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

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

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (APR 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (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)).

(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) Public 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

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reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (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) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (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.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 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).

(11) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011)(15 U.S.C. 637 (d)(2) and (3)).

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

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

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

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

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

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

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not

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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.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(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.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (Mar 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.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 and Pub. L. 112-41).

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

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

(iv) Alternate III (Mar 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (MAR2012)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(45) 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)).

(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 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, which 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:

(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.*). (See Exhibits)

(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) (41U.S.C. 351, *et seq.*).

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

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.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.

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(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 I (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 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)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(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) (41U.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) (41U.S.C. 351, *et seq.*).

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

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

(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 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.

### ADDENDA TO CONTRACT TERMS AND CONDITIONS

#### C3. Inspection/Acceptance (52.212-4(a)), the following is added

C3.1 Inspection Scheduling and Process. After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, or Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the

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inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.10.

### C3.5 Equipment

C3.5.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.5.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

#### Key Personnel:

Award of this contract was made in part by the contractor's offer of specific personnel and or skill levels and experience offered to perform the required services. Such personnel are considered to be Key Personnel and are essential to the work to be performed. The contractor hereby agrees to furnish those Key Personnel in the performance of this contract. Prior to diverting the specified individuals to other projects or programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No diversion shall be made by the contractor without written consent of the Contracting Officer.

Replacement personnel shall meet or exceed the skill, experience, and knowledge possessed by the key individual the contractor is intending to replace. A complete resume, equal to the detail provided in the contractor's original proposal shall be submitted for any proposed substitutions. The Contracting Officer shall determine acceptability of a replacement.

Key Personnel will be identified on AMD-68 inspection forms under this contract.

C3.6.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.6.1.1 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The

evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in accordance with the FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.6.1.2 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.6.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.7 Reserved

C3.8 Reserved

### C3.9 Substitute Personnel, Aircraft, or Equipment

C3.9.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. After the first 120 calendar days, the Government will, at no cost to the Contractor, inspect substitute personnel and/or equipment on a basis of one inspection per quarter. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.10.

C3.9.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.9.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

### C3.10 Reinspection Expenses

C3.10.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

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C3.10.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### **C4 Taxes (52.212-4(k)), the following is added**

**C4.1 Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The

Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### **C5 Aircraft Use Report**

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system, Aircraft Management System (AMS) or other designated reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system. Additional

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information relative to the electronic system will be provided at time of award.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### **C5.A 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.).

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](mailto: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.

## **GENERAL CONTRACT TERMS AND CONDITIONS**

**C6 Type of Contract (52.216-1 APR 1984).** The Government contemplates award of a firm-fixed indefinite delivery/indefinite quantity type contract.

### **C6.1 Indefinite Quantity (52.216-22 (OCT 1995))**

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

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

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

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

### **C6.2 Ordering. (52.216-18 OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

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

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

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### **C6.3 Order Limitations. (52.216-19 OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount less than the guaranteed daily availability or guaranteed flight hours as shown in Section A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

### **C7 Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subContractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

### **C7 Contractor Personnel Security Requirements**

C7.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C7.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled

facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

### **C8A Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)**

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### **C9 Aircraft Insurance**

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

### **C10 Reserved**

### **C11. Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

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

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

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with

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detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

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

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

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

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

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

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

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

### C12 Prewrite Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is typically held at or near the starting designated base and is usually in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures.

### C13 DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

[ COR/COTR will be identified at the time of award through a designation letter from the CO ]

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;
- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the

## SECTION C – CONTRACT TERMS AND CONDITIONS

Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14 AQD Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

### C15 Limitation on Subcontracting Report - Alternate I (JAN 2012)

In order to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, the contractor shall submit a semi-annual report to the Contracting Officer on 30 June and 30 December of each year of the Indefinite Delivery Indefinite Quantity (ID/IQ) contract performance. The report shall be submitted for the period beginning on the date of Indefinite Delivery Indefinite Quantity (ID/IQ) contract through the first of the month (June or December) to include all awarded Task/Delivery Orders, and shall be in the following format:

- Date of Report:
- Period Being Reported: Date of Indefinite Delivery Indefinite Quantity (ID/IQ) Contract Award through \_\_\_\_\_.
- Total Task/Delivery Order Costs\*:

- Total Task/Delivery Order Costs\*  
Performed/Provided by Prime:
- Total Task/Delivery Order Costs\* Subcontracted:
- Percentage Performed/Provided by Prime:
- Percentage Performed/Provided by Subcontractors:
- Certified By:
- Date Certified:

If the Contractor's costs\* are below the minimum performance measures stipulated at FAR 52.219-14, the Contractor shall provide a detailed mitigation plan on how it is going to cure its failure to comply with 52.219-14. This mitigation plan shall be provided to both the Small Business Administration and the Contracting Officer. The Contracting Officer will evaluate the plan to assess the adequacy. This clause does not limit the rights and remedies of the government under other contract clauses, including but not limited to the default or termination provisions of the contract.

\* As stipulated in FAR 52.219-14

## ADMINISTRATIVE MATTERS

### C16 Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C16.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C16.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable

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Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

### C17 Safety and Accident Prevention

C17.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C17.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C17.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C17.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C17.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

### C18 Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C18.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C18.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

#### C18.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C18.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C18.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

#### C18.3 Forms Submission

C18.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM

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with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C18.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

### C18.4 Pilot Suspension

See Suspension of Pilot clause C16.2.

### C18.5 Preservation Requirements

C18.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.6 Mishap Investigations

C18.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Reserved

## CONTRACT PERIOD AND RENEWAL

### C20 Contract Period

The contract period will be from date of award through June 20, 2013 unless otherwise extended as allowed herein.

When the option to extend is exercised the following contract periods will apply:

June 21, 2013 to—June 20, 2014

### C21 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

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

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

### C21.A Option to Extend Services (48 CFR 52.217-8, Nov 1999)

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

### C22 Exclusive Use Period

C22.1 The exclusive use period will extend for 62 calendar days. The exclusive use period will start on either of the following:

C22.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

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C22.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least **20** days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C22.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than **20** days in advance of the intended start date must be mutually agreed upon.

C22.1.3 The date determined according to the following paragraph.

C22.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C22.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C22.3 The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

### **C23 Mutual Extension of Exclusive Use Period**

Upon mutual agreement by both parties, the CO will modify the contract to exercise the option in Section A and extend the exclusive use period on a day-to-day basis, either prior to the established starting date or subsequent to the ending date. The contract terms, conditions, specifications and prices will apply to such extension; however, in accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each overnight for each authorized crew member while operating at the designated or an alternate base.

## **AVAILABILITY REQUIREMENTS**

### **C24 Availability Requirements**

During the exclusive use period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14-hour duty day. Routine maintenance must be performed before or after the

scheduled 14-hour period, or as permitted elsewhere in the contract.

### **C25 Schedule of Operations and Reaction Time**

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 **Alert.** After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C25.3 **Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

### **C27 Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as

## SECTION C – CONTRACT TERMS AND CONDITIONS

scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

### MEASUREMENT AND PAYMENT

#### C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C28.1.1 Contract Pricing - Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

#### C29 Flight Time

C29.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection **unless otherwise specified in this contract** will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

#### C30 Mobilization/Demobilization

Designated Base. This is the site indicated in Section A where the aircraft is to report and from which it will be released.

Contractor's Home Base. This is the site at which the contractor conducts business and appears in Block 17 of the Standard Form 1449.

C30.1 The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A. The Government may, at its discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Fuel servicing vehicle mileage will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C30.4 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base stipulated in Section A will result in a decrease to the Contractor.

#### C31 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C31.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base subject to the following:

C31.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the

## SECTION C – CONTRACT TERMS AND CONDITIONS

Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C31.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

NOTE: Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C31.1.1.2 No lodging receipts are required to support the subsistence claim.

C31.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C31.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C31.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

### **STANDARD**

Meals and Incidental Expense: \$105.00

Lodging: \$110.00

Total: \$215.00

### **HIGH RATE**

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/21287>.

C31.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.6 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

C32 The following exhibits are enclosed and made part of this solicitation:

#### **Section B**

- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit

#### **Section C**

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**FIRST AID AND SURVIVAL KITS**

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are included below for flight activities conducted in Canada and Alaska.

<b>Minimum First Aid Kit Items (includes Alaska)</b>			
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.			
		Passenger Seats	Passenger Seats
Item	0-9	10-50	
Adhesive bandage strips, (3 inches long)			8                      16
Antiseptic or alcohol wipes (packets)			10                      20
Bandage compresses, 4 inches			2                        4
Triangular bandage, 40 inches (sling)			2                        4
Roller bandage, 4 inches x 5 yards (gauze)			2                        4
Adhesive tape, 1 inch x 5 yards (standard roll)			1                        2
Bandage scissors			1                        1
Body fluids barrier kit:			1                        1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	
<b>NOTE:</b> Splints are recommended if space permits.			
<b>Minimum Aircraft Survival Kit Items</b>			
Fire starter (can be two boxes of matches in waterproof containers, "metal match," etc.)			
Magnesium fire starter			
Laser rescue light			
Signal mirror			
Signal flares (6 each) (non-marine signal flares)			
Space blankets (one per occupant)			
Candles			
Whistle			
One knife (includes "multi-tools" with knives)			
Wire saw, axe, hatchet, or machete			
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)			
Collapsible water container (sealing clear plastic bags(s))			
Water purification tablets			
Water (one quart per occupant required except when operating over areas with adequate drinking water)			
Food (2 days' emergency rations per occupant, with a caloric value of 1,000 calories per day)			
<b>Alaska Specific</b>			
Mosquito repellent containing minimum 40% DEET			
Mosquito head net for each occupant			
Food - each occupant (sufficient quantity to sustain life for one week)			
An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.			
<b><u>October 15 to April 1</u></b>			
One pair of snowshoes			
Wool blanket or equivalent for each occupant over 4 years of age			
One sleeping bag			

**EXHIBIT**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

SECTION C – CONTRACT TERMS AND CONDITIONS

IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**  
*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- | <u>A. EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|--------------------------|----------------------|
| Aircraft Pilot, GS-11    | \$ 30.04             |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 32 DATED 6/13/11**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$25.27

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 27 DATED 6/13/11**

[ ]Area: Alaska  
Applicable Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$19.60  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$21.22  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$22.43

[ ]Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin  
Applicable Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$12.91  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.26  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.04

[ ]Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.72  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.69  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.46

[ ]Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.78  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.71  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.34

[ ]Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.23  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.25  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.32

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- \*Straight truck, under 1 ½ tons, usually 4 wheels
- \*\*Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- \*\*\*Straight truck, over 4 tons, usually 10 wheels

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

## SECTION D--INSTRUCTIONS TO OFFERORS

### SECTION D – INSTRUCTIONS TO OFFERORS

#### INTRODUCTION

##### D1. General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Part 15 Contracting by Negotiation.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

##### D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

#### INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 Feb 2012) [Tailored SEPT 2005]

##### D3 Offers

D3.1 To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

**Department of the Interior - Office of Aviation Services  
Office of Acquisition Services - Anchorage  
4405 Lear Court  
Anchorage, AK 99502**

D3.1.1 Mailroom Notification. All proposal documents shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

**Mailroom: DO NOT OPEN  
Attn: Ryan Lorimer, Contracting Officer  
Deliver to Acquisition Services (RFP D12PS00112)**

##### D3.2 By facsimile: 907-271-6446

Facsimile offers may be submitted only if offer consists of 30 or fewer pages. Each page received after the first 30 pages (to include any transmittal page(s)) may not be considered in the evaluation of the offer. A facsimile offer, in its entirety, must arrive prior to the date and time shown on the SF 1449 set for the offer due date. The arrival time will be established by the time shown on the Government's activity report for the facsimile machine number above. The

Government reserves the right to make award solely on the facsimile proposal.

##### D3.3 Submission Requirements:

Submit ALL information identified under D4, Offer Contents as applicable.

##### D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability and flight time. Offerors may offer varying prices for option years. Compute the extended yearly amounts for availability and flight time by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well as an amount for the total for all years. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 A completed copy of the Offeror's Representations and Certifications included in Section E. As provided in 52.212-3, an offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. The aircraft make, model, and payload we confirm will be made a part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section A of the conformed contract.

D4.7 Offeror Capability Information. Offeror must include:

D4.8 A completed copy of the Reference Questionnaire included in Section E to include requested documents.

**D4.9** A completed copy of the Pilot Questionnaire included in Section E. Pilots. Personnel (pilots) offered will be made part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section B of the conformed contract.

## SECTION D--INSTRUCTIONS TO OFFERORS

### D5 Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 45 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

### D5.A Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

### D6 Data Universal Numbering System (DUNS) Number

*Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

### D7 Special Notice to Offerors

#### D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

### D7.3 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior.

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

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

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

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

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

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

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

## SECTION D--INSTRUCTIONS TO OFFERORS

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

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

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

### EVALUATION OF PROPOSALS

#### **D8 Evaluation—Commercial Items (52.212-2 JAN 1999)**

The Government intends to evaluate offers and award a single contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in

the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

The Government will evaluate proposals and select the Contractor based on (1) offer acceptability, (2) offeror capability, (3) aircraft capability and, (4) price.

**Relative Importance of Evaluation Factors.** Offeror Acceptability is more important than Offeror Capability, Aircraft Capability and Price. Offeror Capability is more important than aircraft capability and equally important as price. All evaluation factors other than price, when combined are more important than price.

#### **D9 Offer Acceptability**

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

**D9.1 Assent to Solicitation Terms.** Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

**D9.2 Minimum Aircraft Requirements.** Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet any of the Minimum Aircraft Requirements specified in Section A of this solicitation.

**D9.3** Unacceptable offers will be eliminated without considering aircraft capability, offeror capability or price.

#### **D10 Evaluated Price**

**D10.1** The Government will apply the unit prices in acceptable offers, including option year unit prices, to the daily availability quantities identified in Section A. For the purpose of evaluating flight time, a workload estimate of 200 flight hours will be applied to the flight rates offered for each year. The totals for availability and estimated flight for all years will be added together to arrive at the estimated evaluated price for each offeror. Evaluation of options shall not obligate the Government to exercise the option(s). Once the estimated evaluated prices of all acceptable offers have been determined, the Government will compare the evaluated prices and eliminate any offer with an unreasonably high-evaluated price, without considering aircraft payload or offeror capability. The Government will then perform a tradeoff analysis, as described below in D14 with the remaining offers.

**D10.2** The Government reserves the right to reject offers that have materially unbalanced availability and flight rates in comparison to other offers received. An offer is materially

## SECTION D--INSTRUCTIONS TO OFFERORS

unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

### D11 Offeror Capability

The Government will evaluate your offeror capability based on the following two subfactors:

D11.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered. We will not consider experience more than three (3) years old.

D11.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others; and it will not consider past performance more than three years old.

### D12 Aircraft Capability

D12.1 The Government will evaluate the capability of each proposed aircraft by considering the number of insured passenger seats, published flight manual airspeeds, and the payload amounts that the Government will compute by using the Section A minimum/ target requirements along with the information included with each offer. The greater an aircraft's capability, the better the evaluation it will receive for this item. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor. However, an aircraft payload that is unsupported by the offeror's aircraft current weight and balance report, equipment list, and/or charts will be evaluated as high risk to be capable of the payload offered and evaluation of the payload will be impacted.

D12.2 The aircraft make, model and payload that the Government confirms with the offeror will be made a part of the offer and will be binding if an offer is accepted for award.

### D13 Pilot Qualifications

We will evaluate your proposed pilot(s) based on the extent to which they have performed services similar to those contained in this solicitation and in make and model of aircraft offered. Pilots possessing qualifications less than the minimum required in paragraph B10 will not be considered. Pilots exceeding the requirements and those with more recent experience will receive a better evaluation. If your offer is accepted for award, the pilots offered on the questionnaire will be added as key personnel under the resultant contract at C3. If other than the proposed pilots are to be used, the replacement pilots shall meet or exceed the skill, experience, and knowledge possessed by the originally proposed pilot. (See also Section C for replacement approval.)

### D14 Tradeoff Analysis and Contractor Selection

The Government will select the Contractor by comparing the acceptable offers on the basis of proposed **aircraft capability, offeror capability, and evaluated prices**. If one offer is best on all the factors, then that offer will be selected as being the best value to the Government. If no offer is best on all the factors, then the Government will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. The Government will award the contract to the offer that has the best combination of **aircraft payload, offeror capability, and evaluated price**.

### D15 Notice of Award

The Government intends to award one contract as a result of this requirement. The Government will provide the successful Contractor with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

## SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

### SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

#### E1. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2012)

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

(a) *Definitions.* As used in this provision-

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability

and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

## SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

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

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

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

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

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

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

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

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

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

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

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

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(9) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(10) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.* (Not applicable to this solicitation.)

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

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

(ii) it is , is not  a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in

## SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

paragraph (c)(1)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. **[The offeror shall enter the names of each HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]** Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

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

(1) *Previous Contracts and Compliance.* The offeror represents that--

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

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

(2) *Affirmative Action Compliance.* The offeror represents that--

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) **Are** , **are not**  presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** , **have not**  presently, within a three-year period preceding this offer, been notified

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* (Not applicable to this solicitation)

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does** , **does not**  certify that –

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have

an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign Government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common Parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran*. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g), or a comparable agency provision); and

(ii) The offeror has certifies that all the offered products to be supplied are designated country end products.

**E2. 52.209-7 Information Regarding Responsibility Matters. (JAN 2011)**

(a) *Definitions*. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals

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Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

**E3. Certification Regarding a Felony Conviction Under any Federal Law or an Unpaid Federal Tax Liability (FEB 2012)**

(a) In accordance with sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by the Act may be used to enter into a contract with any corporation that –

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror certifies that –

(1) It is [ ] is not [ ] a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months;

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

OFFEROR NAME \_\_\_\_\_

**SECTION E EXHIBITS**

- Offerors Miscellaneous Information
- Aircraft Questionnaire
- Pilot Questionnaire
- Interagency Airplane Pilot Qualifications Record
- Reference Questionnaire

**SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

**OFFEROR’S MISCELLANEOUS INFORMATION**

<b>Offeror’s Company Name</b>		
<b>Offeror’s DUNS Number</b>		
<b>Offeror’s Complete E-mail Address</b>		
<b>Offeror’s Office Telephone Number</b>		
<b>Offeror’s Facsimile (FAX) Number</b>		
<b>Offeror Contact Representative(s)</b>	<b>1. Name</b>	<b>Telephone</b>
	<b>2. Name</b>	<b>Telephone</b>

**SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

**AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

<b>Minimum Aircraft Requirements:</b>			
<ul style="list-style-type: none"> <li>○ Must have a Standard Airworthiness Certificate.</li> <li>○ An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.</li> <li>○ VFR, Day.</li> <li>○ Insured seating for three (3) passengers.</li> <li>○ Payload 600 pounds with 200 pound pilot, 25 pound survival kit</li> <li>○ Range 250 nautical miles (does not need to meet range and payload simultaneously)</li> <li>○ Endurance four (4) hours plus 45-minute reserve:</li> <li>○ Cruise airspeed 115 KTAS at 2000 feet pressure altitude and 10° C</li> </ul>			
<b>Aircraft Make and Model</b>	<b>FAA Registration #</b>	<b>Serial #</b>	<b># of Insured Passenger Seats</b> <i>(excludes pilot seat)</i>
<b>Aircraft Equipped Weight</b> <i>(Your aircraft weight &amp; balance report &amp; equipment list will be used to substantiate this weight – see note 1. below)</i>			
<b>Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below</b> <i>(If none, indicate NONE)</i>		<b>Equipment to be Added to Meet the Aircraft Specifications Requirements</b> <i>(If none, indicate NONE)</i>	
<b>EQUIPMENT ITEM</b>	<b>WEIGHT</b>	<b>EQUIPMENT ITEM</b>	<b>WEIGHT</b>
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> <i>(The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)</i>			

**NOTE**

**1. By signing below, I acknowledge that I have included the aircraft’s**

- (1) Latest aircraft weight and balance report,
- (2) Aircraft equipment list,

**Failure to include the above information, will effect the evaluation you receive for your aircraft.**

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form	Date
<b>OFFEROR’S NAME</b>	



**SECTION E - OFFEROR'S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**



**Department of the Interior  
Aviation Management**



Contract No \_\_\_\_\_

**INTERAGENCY AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD**

Rental Agreement No \_\_\_\_\_

Name	Last	First	MI		Home Telephone
------	------	-------	----	--	----------------

Home Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Employed By	Address	Telephone	Employed Since
-------------	---------	-----------	----------------

Previous Employer	Address	Telephone	Period Employed
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Medical Certificate	Airman Certificate No _____		Aircraft To Be Flown on This Contract	Total PIC Hours in Make/Model
Class _____ Date _____	ATP _____ Comi _____ Instrument _____			
Limitations _____	SEL _____ MEL _____ SES _____ MES _____			
	CFI _____ Type Ratings _____			

Total Pilot Time	
Pilot-In-Command (PIC) Airplane	
PIC Single-Engine Airplane	
PIC Multiengine Airplane	
PIC Seaplane	
PIC Cross-Country	
PIC Night	
Instrument Simulator or "Hood"	
PIC "Actual Weather"	
PIC Turbo Prop Airplanes	
PIC Jet Airplanes	
PIC Turbine-Powered Airplane	
PIC Airplane - Last 12 Months	
PIC Airplane - Last 60 Days	
PIC Fire Surveillance Opns	
PIC "Low-Level" Opns (<500' AGL)	
PIC "Animal/Fowl Surveillance" Opns	
PIC Airplane over 12,500# Gr. Wt	
PIC "Typical Terrain" (Over Mtns., etc.)	
PIC Airtanker/Dispensing Opns	
Takeoff/Landings Last 90 Days	
Night Takeoff/Landings Last 90 Days	

Other Aircraft for Which Pilot Is Current for Part 135 Operations  
 Make/Model \_\_\_\_\_  
 Total PIC \_\_\_\_\_

**PART 135 FLIGHT CHECK (Attach info Copy(s))**  
 (135 Flight Checks Must Cover Type of Operations Required by Contract)

Date	Make/Model Aircraft	Total PIC (in Make/Model)	Type Flight Check
_____	_____	_____	VFR <input type="checkbox"/> IFR <input type="checkbox"/> IFR W/AP <input type="checkbox"/>
_____	_____	_____	VFR <input type="checkbox"/> IFR <input type="checkbox"/> IFR W/AP <input type="checkbox"/>
_____	_____	_____	VFR <input type="checkbox"/> IFR <input type="checkbox"/> IFR W/AP <input type="checkbox"/>

Date of Previous Agency Card Approval \_\_\_\_\_ Aircraft Accidents/FAA Violations Last 5 Years  
 AMD \_\_\_\_\_ USFS \_\_\_\_\_  No/  Yes// (Attach Date and Explanation)

Date of Last Agency Flight Check \_\_\_\_\_ Previous AMD or USFS Card Denied, Suspended, or Revoked?  
 AMD \_\_\_\_\_ USFS \_\_\_\_\_  No/  Yes (Attach Explanation)

**Airtanker Operations Only**  
 Date Last PIC IFR Check in Type \_\_\_\_\_ Date Last FAR 61.55 Copilot Check \_\_\_\_\_

I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 93-579 (Privacy Act of 1974)

Date \_\_\_\_\_ Signature of Pilot \_\_\_\_\_

**Special Use Operations**

- Duty Approved For (Inspector shall initial)
- \_\_\_\_\_ Low-Level (Less Than 500 Ft Above the Surface) (6D)
  - \_\_\_\_\_ Animal/Fowl, Surveillance/Control
  - \_\_\_\_\_ Mtn. Flying-Unimproved Strps (9A)
  - \_\_\_\_\_ Snow (Sk) Operations (4)
  - \_\_\_\_\_ Recon (USFS)

**For Inspector's Use Only**

- \_\_\_\_\_ Airtanker Pilot (AT)
- \_\_\_\_\_ Airtanker Pilot, "Initial Attack" (1A)
- \_\_\_\_\_ Airtanker Copilot (CP)
- \_\_\_\_\_ Agriculture Application
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Fire Surveillance
- \_\_\_\_\_ Smokejumper (2E)
- \_\_\_\_\_ Paracargo (9E)
- \_\_\_\_\_ Aerial Ignition (8)
- \_\_\_\_\_ Other \_\_\_\_\_

**Authorized Operations**

SEL \_\_\_\_\_ SES \_\_\_\_\_ MEL \_\_\_\_\_ MES \_\_\_\_\_ IFR, WCP \_\_\_\_\_ IFR, Single Pilot \_\_\_\_\_

Make/Model (Type) Aircraft	Inspector's Signature	Agency	Date	Expiration Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Remarks \_\_\_\_\_

**SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

**REFERENCE QUESTIONNAIRE**

**You may recreate this form but it must include all the information listed**

**If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.**

OFFEROR NAME:			DATE
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2010 <input type="checkbox"/> 2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2010 <input type="checkbox"/> 2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2010 <input type="checkbox"/> 2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2010 <input type="checkbox"/> 2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2010 <input type="checkbox"/> 2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	