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**ACRONYMS AS USED THROUGHOUT THIS CONTRACT ARE AS FOLLOWS:**

ASM Aviation Safety Manager  
ASO Aviation Safety Office  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FTR Federal Travel Regulations  
ICAO International Civil Aviation Organization  
NBC National Business Center  
NTSB National Transportation Safety Board  
PI Project Inspector  
PIC Pilot in Command  
RFP Request for Proposals

**SECTION A - REQUIREMENTS AND PRICES**

**SCHEDULE OF SUPPLIES/SERVICES**

**A1. ITEM REQUIREMENT**

The intent of this contract is to obtain exclusive use flight services for two multi-engine, amphibious, water scooping, tanker aircraft in support of water application for fire suppression missions. Contractor services must include airplanes, personnel, and other associated equipment as specified in this solicitation. Water will be scooped from water sources such as lakes or rivers and loaded at ground locations. Services shall be for the exclusive use of the Bureau of Land Management, Bureau of Indian Affairs and U.S. Forest Service in support of wildland fire suppression in the State of Alaska and the Lower 48 States. There will be three Designated Bases as described in solicitation. The Government will provide fuel for Alaska flight services, therefore, offeror will be required to provide Dry Flight Rates for use in Alaska and Wet Flight Rates for services in the Lower 48 States. See Section A-Pricing.

**ITEM DESCRIPTION**

<b><u>Aircraft Required:</u></b>	Two (2), Interagency Airtanker Board (IAB) approved multi-engine Water scooping aircraft equipped as specified in Section B.
<b><u>Bureau:</u></b>	Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and the U.S. Forest Service.
<b><u>Crew Complement Required:</u></b>	Pilot-in-Command (PIC), Second-in-Command (SIC), onsite mechanic(s), relief PIC/SIC and mechanic(s),  Optional Second flight crew, in addition to primary crew and relief crew, to allow 24-hour/day coverage (see B9.6)
<b><u>Designated Bases:</u></b>	1 <sup>st</sup> Reporting Base - Bemidji, MN, 2 <sup>nd</sup> Designated Base - Ft. Wainwright, AK 3 <sup>rd</sup> Release Designated Base - Fresno, CA
<b><u>Performance Period:</u></b>	20 April 2012 through October 16, 2012.
<b><u>Minimum Aircraft Requirements:</u></b>	Must have Standard and/or Restricted Airworthiness Certificate (see B2).  Aircraft certified under 14 CFR 25 (See B2).  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/IFR, Day and Night.  Tank capacity of 1,400 U.S. gallons.  Payload 1,000 U.S. gallons of water with 3 hours and 30 minutes (3.5 hours) of fuel at 3,000 feet pressure altitude and 25° Celsius.  Cruise airspeed of at least 140 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius, empty tank.  Endurance of four (4) hours at maximum cruise power, optimum altitude, standard temperature with a 45-minute reserve.  Capable of operating from a 5,000-foot gravel runway, 3,000 feet pressure altitude, and 25° Celsius with an empty tank.

NOTE 1: Bombardier CL-215, CL-215T, and CL-415 type aircraft are known to being capable of meeting the above requirements.

NOTE 2: All exhibits applicable to this solicitation are included at the end of Section C.

**SECTION A - REQUIREMENTS AND PRICES**

**ITEM 1 – PRICING**

<p align="center"><b>DESIGNATED BASES</b></p> <p>1<sup>st</sup> Reporting Designated Base: Bemidji, MN                  2<sup>nd</sup> Designated Base: Ft. Wainwright, Alaska                  3<sup>rd</sup> Release Designated Base: Fresno, CA</p>	<p align="center"><b>EXCLUSIVE USE PERIOD</b></p> <p>180 Calendar Days Each                  For Two Aircraft for a total                  of 360 Calendar Days</p>	<p align="center"><b>EXCLUSIVE USE PERIOD</b></p> <p>April 20, 2012 through October 16, 2012 or                  later of each applicable year. (End of Period                  dependent on number of mobilization dates                  to/from the multiple Designated Bases).</p>
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<b>OFFEROR NAME</b>		
<b>AIRCRAFT FOR THIS PRICING SCHEDULE</b>	Make/Model	FAA Registration #
	Make/Model	FAA Registration #
	Make/Model	FAA Registration #

**2012 - BASE YEAR EXCLUSIVE USE PERIOD: APRIL 20, 2012 THROUGH OCTOBER 16, 2012**

(Exclusive Use Period does not include days used for Aircraft Mobilization to and from the Designated Bases)

<b>DAILY AVAILABILITY PRICE PER DAY (GUARANTEED) AND ESTIMATED FLIGHT HOURS</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMD-23 PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1a.	<b>Daily Availability</b> Guaranteed 180 days per aircraft subject to being available (See Note 1 Below)	AV	Guaranteed 360	DAYS	\$	\$
1b.	<b>Estimated Flight Hours Alaska - (DRY, without fuel)</b> Price per flight hour for <b>estimated</b> flight hours (See Note 2 below)	FD	Estimated 125	FLIGHT HOURS	\$	\$
1c.	<b>Estimated Flight Hours Lower 48 States (WET, with fuel)</b> Price per flight hour for <b>estimated</b> flight hours (See Note 3 below)	FT	Estimated 125	FLIGHT HOURS	\$	\$
1d.	<b>Additional Pay Items</b> Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	\$	\$
1e.	<b>OPTION TO EXTEND EXCLUSIVE USE PERIOD</b>		Not to Exceed 30	DAYS	Same as Excl Use Period	\$
<b>ESTIMATED TOTAL FOR BASE YEAR 2012</b>						<b>\$</b>

**\*The Estimated Quantities shown above will be used for Evaluation Purposes**

**Note 1:** The above guaranteed quantities represent the total quantities for all of Item 1 (two aircraft). Each aircraft will be guaranteed 180 calendar days of availability subject to unavailability.

**Note 2:** Flight rate should be **bid Dry, without fuel for flight services in Alaska.** All fuel will be provided by the Government or the contractor will be reimbursed for contractor provided fuel in accordance with contract clause C40.

**Note 3:** Flight rate should be **bid Wet, with fuel for flight services in the lower 48 States.** All fuel will be provided by the Contractor or the Government will be reimbursed for Government provided fuel in accordance with contract clause C41.

**SECTION A - REQUIREMENTS AND PRICES**

**A2 - Pricing (Continued)**

**2013 - OPTION YEAR 1 EXCLUSIVE USE PERIOD: APRIL 20, 2013 THRU OCTOBER 16, 2013**

(\*Exclusive Use Period does not include days used for Aircraft Mobilization to and from the Designated Bases)

<b>DAILY AVAILABILITY PRICE PER DAY (GUARANTEED) AND ESTIMATED FLIGHT HOURS</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMD-23 PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
2a.	<b>Daily Availability</b> Guaranteed 180 days per aircraft subject to being available (See Note 1 Below)	AV	Guaranteed 360	DAYS	\$	\$
2b.	<b>Estimated Flight Hours Alaska - (DRY, without fuel)</b> Price per flight hour for <b>estimated</b> flight hours (See Note 2 below)	FD	Estimated 125	FLIGHT HOURS	\$	\$
2c.	<b>Estimated Flight Hours Lower 48 States (WET, with fuel)</b> Price per flight hour for <b>estimated</b> flight hours (See Note 3 below)	FT	Estimated 125	FLIGHT HOURS	\$	\$
2d.	<b>Additional Pay Items</b> Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	\$	\$
2e.	<b>OPTION TO EXTEND EXCLUSIVE USE PERIOD</b>		Not to Exceed 30	DAYS	Same as Excl Use Period	\$
<b>ESTIMATED TOTAL FOR BASE YEAR 2013</b>						<b>\$</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Note 1:** The above guaranteed quantities represent the total quantities for all of Item 1 (two aircraft). Each aircraft will be guaranteed 180 calendar days of availability subject to unavailability.

**Note 2:** Flight rate should be **bid Dry, without fuel for flight services in Alaska.** All fuel will be provided by the Government or the contractor will be reimbursed for contractor provided fuel in accordance with contract clause C40.

**Note 3:** Flight rate should be **bid Wet, with fuel for flight services in the lower 48 States.** All fuel will be provided by the Contractor or the Government will be reimbursed for Government provided fuel in accordance with contract clause C41.

**SECTION A - REQUIREMENTS AND PRICES**

**A2 – Pricing (Continued)**

**2014 - OPTION YEAR 2 EXCLUSIVE USE PERIOD: APRIL 20, 2014 THRU OCTOBER 16, 2014**

(\*Exclusive Use Period does not include days used for Aircraft Mobilization to and from the Designated Bases)

**DAILY AVAILABILITY PRICE PER DAY (GUARANTEED) AND ESTIMATED FLIGHT HOURS**

ITEM	DESCRIPTION	AMD-23 PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3a.	<b>Daily Availability</b> Guaranteed 180 days per aircraft subject to being available (See Note 1 Below)	AV	Guaranteed 360	DAYS	\$	\$
3b.	<b>Estimated Flight Hours Alaska - (DRY, without fuel)</b> Price per flight hour for <b>estimated</b> flight hours (See Note 2 below)	FD	Estimated 125	FLIGHT HOURS	\$	\$
3c.	<b>Estimated Flight Hours Lower 48 States (WET, with fuel)</b> Price per flight hour for <b>estimated</b> flight hours (See Note 3 below)	FT	Estimated 125	FLIGHT HOURS	\$	\$
3d.	<b>Additional Pay Items</b> Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	\$	\$
3e.	<b>OPTION TO EXTEND EXCLUSIVE USE PERIOD</b>		Not to Exceed 30	DAYS	Same as Excl Use Period	\$
<b>ESTIMATED TOTAL FOR BASE YEAR 2014</b>						\$
<b>ESTIMATED TOTAL AMOUNT FOR BASE YEAR AND TWO OPTION YEARS</b>						\$

**Note 1:** The above guaranteed quantities represent the total quantities for all of Item 1 (two aircraft). Each aircraft will be guaranteed 180 calendar days of availability subject to unavailability.

**Note 2:** Flight rate should be **bid Dry, without fuel for flight services in Alaska**. All fuel will be provided by the Government or the contractor will be reimbursed for contractor provided fuel in accordance with contract clause C40.

**Note 3:** Flight rate should be **bid Wet, with fuel for flight services in the lower 48 States**. All fuel will be provided by the Contractor or the Government will be reimbursed for Government provided fuel in accordance with contract clause C41.

**ADDITIONAL PAY ITEMS**

	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTI TY	UNIT	UNIT PRICE
A.	Extended Standby – Pilot	EP	Unknown	HOUR	\$ 49.00
B.	Extended Standby – Copilot	CP	Unknown	HOUR	\$ 49.00
C.	Subsistence Allowance	PD	Unknown	Over- night	See C39
D.	Crew Transportation Charges	SC	Unknown	Event	See C41
E..	Contractor Miscellaneous Costs	SC	Unknown	Event	See C41.
F.	Landing/Airport Fees	SC	Unknown	Event	See C41.
G.	Additional Crewmembers (See C41.6)	AC	Unknown	Day	\$400.00
H.	Support Service Vehicle Mileage (See C41.4)	SML	Estimate 1000	Miles	\$3.35

**SECTION A - REQUIREMENTS AND PRICES**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA  
APPLICABLE TO LOWER 48 STATES ONLY**

Requested and Effective Date This Adjustment		Type Aircraft	<input checked="" type="checkbox"/> Jet Fuel <input checked="" type="checkbox"/> Av Gas
Fuel Source Location	(KBJI) Bemidji Regional Airport, MN Fresno International Airport, CA	218-751-1880 559-981-2490	
Average Full Service Jet Fuel Base Price (gal)	<b>**\$5.99 (tax incl.)</b>	Average Full Service 100 LL Base Price (gal)	<b>**\$6.22 (tax incl.)</b>
Effective Date	<b>Date of Award</b>	Effective Date	<b>Date of Award</b>
New Reference Price (Average) \$	Reference Effective Date	New Reference Price (Average) \$	Reference Effective Date
Difference	\$ X consumption rate of __	Increase Due	
Old Flight Rate		New Flight Rate	
Re-established Base Price		Effective Date	

\*\*Base Fuel Price equals Average of Fuel Prices at Bemidji County Airport, MN and Fresno Airport, CA, PLUS ten percent of the Average added for anticipated fuel increase over the Exclusive Use Period.  
(See C16)

## 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 with guaranteed daily availability to support fire suppression operations in Alaska and the Lower 48 States. Contractor services include provision of an aircraft, personnel, fuel, and all other associated equipment as prescribed in this solicitation/contract. Water will be scooped from water sources such as lakes or rivers and loaded at ground locations. Wetting agents (foam) may be utilized in the Contractor's aircraft. Chemical fire retardant will not be loaded in the Contractor's aircraft.

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 integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

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

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 25 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called

for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate water scoopers for use as airtankers. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft must meet Interagency Airtanker Board (IAB) requirements as a multiengine amphibious water scooping Airtanker.

B2.3 For the purposes of the U.S. Department of Transportation's Federal Aviation Administration North American Free Trade Agreement (NAFTA), this contract is considered to be a specialty air services contract. Canadian operators must be in compliance with NAFTA and Specialty Air Service (SAS) Operations Advisory Circular AC No. 00-60 (dated 11/99). A copy of the Contractor's current FAA Form 7711-1 authorizing the SAS Operations, Forest Fire Management and/or Firefighting, contained on the Civil Aviation Authorities (CAA), with NAFTA authorization is required with submittal of offer.

##### B2.4 Operations Manual

The Contractor is required to have and use a written operations manual. (An approved 14 CFR 135 general operations manual meets this requirement.) The manual must include at least the following procedures:

B2.4.1 Compliance with aircraft weight and balance limitations.

B2.4.2 Ensuring 14 CFR 91 required airworthiness inspections have been made and the aircraft has been approved for return-to-service in accordance with 14 CFR 43.5.

B2.4.3 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight.

B2.4.4 Determining that mechanical irregularities or defects reported during previous flights have been corrected.

B2.4.5 Obtaining maintenance, preventative maintenance, and servicing of the aircraft when the pilot is authorized to act for the operator.

B2.4.6 Refueling, detection of fuel contamination, and protecting from fire (including electrostatic protection).

B2.4.7 Compliance with flight manual "emergency procedures."

## SECTION B – TECHNICAL SPECIFICATIONS

B2.4.8 The approved aircraft inspection program.

B2.4.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.4.10 One complete copy of the Contractor's operations manual is required to be submitted when the contract is awarded and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract.

### B2.5 Training Program

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties. (An approved 14 CFR 135 training program meets this requirement.)

B2.5.1 This training program must have written initial and recurrent training curriculums. See the Training Program Requirements Exhibit for the minimum requirements a training program must have.

B2.5.2 One complete copy of the Contractor's training program is required to be submitted when the contract is awarded and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract.

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

### B4 Contracts

The Contractor must maintain a complete current paper copy of the contract, task orders, and all modifications in each contract aircraft throughout the performance period.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be

operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 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, or repairs which hinder visibility.

B5.3 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.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. If anything other than water or foam has been loaded in the tank(s), tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are "Neutralizer" ("Neutra-Sol") by Becker Underwood, Inc., (800-232-5907) or "Wipe-Out" by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide two fully compliant aircraft that are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR/IFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Free air temperature indicator.

B6.1.2 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.6 A survival kit containing items specified in First Aid and Survival Kits Exhibit must be carried aboard the

## SECTION B – TECHNICAL SPECIFICATIONS

aircraft on all flights and must be included in weight and balance/load calculations.

B6.7 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station:

B6.7.1 Current approved pilot's operating handbook (POH), including performance charts, as appropriate.

B6.7.2 Quick reference cockpit checklist (in addition to the checklist found in the POH) containing the following procedures:

### Preflight

Before starting engines

Before takeoff

Cruise

Before drop

After drop

Before landing

After landing

Stopping engine

Emergencies:

Fuel

Electrical

Hydraulic

Mechanical

B6.7.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations.

(Also see B19.6.)

B6.7.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.8 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.

B6.9 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.9.1 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a multiengine amphibious water scooping airtanker as stated in Section A. The complete IAB document can be found at <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>. Field approvals or tentative approvals will not be accepted.

B6.9.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal "dump handle" in a single,

one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.9.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system's pressure does not affect the emergency system's pressure.

B6.9.2.2 Emergency dump systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.9.2.3 Emergency dump systems dependent on precharged bottles must have a positive means of checking the system charge during preflight.

B6.9.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.9.3 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.9.3.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers must be carried on board the aircraft.

B6.9.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer's (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.9.5 Prior to the Government's initial inspection and at least annually thereafter, the Contractor must inspect and document inspection of all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.9.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.10 Aircraft marking. The scooper must have a high visibility paint scheme.

B6.10.1 An assigned tanker number must be displayed on both sides of the aircraft and must be painted on a vertical surface. The numbers must be a minimum of 22 inches high and 16 inches wide with a 4-inch brush stroke. The numbers must not interfere with the aircraft's registration

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number. The format and spacing must be the same as the aircraft registration numbers (refer to 14 CFR Part 45.29).

B6.11 Liferaft(s) rated for a total of four occupants (not overloaded). The raft(s) must meet TSO C-70 Type II standards and must provide a full canopy system. The raft(s) location must be readily accessible for deployment from the main entry door

### 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 NBC AMD 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, "Radio Installation," 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 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

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 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760

channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5 kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technionics TDFM-136, TDFM-136A  
Cobham (formerly NAT) NPX-136D-070

B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems

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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>.

B7.3.5.1 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.

B7.3.5.2 AFF communications must be fully operational in all areas of operation. 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.

B7.3.5.3 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 two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Support Desk (FASD) 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 FASD 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 FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a Web-accessible feedback form, and additional information are available at: <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.5.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF system 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 FASD.

B7.3.5.6 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.

### B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted Global Positioning System (GPS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS installation must be FAA-approved (or approval pending). Handheld and/or marine type equipment is not acceptable.

B7.4.1.1 The GPS must be certified for supplemental IFR navigation under FAA TSO-C129.

B7.4.2 The aircraft must be equipped with all navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:

B7.4.2.1 Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 100 navigation receive channels.

B7.4.2.2 One glideslope (GS) system, with a minimum of 20 receive channels.

B7.4.2.3 One marker beacon receiver system with three-light indicator.

### B7.5 Audio Systems

B7.5.1 Two separate audio control systems (which may be combined in a single unit) must be provided for the pilot and copilot, in a location convenient to both. Each system must provide pilot and copilot with separate controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. Each system must also provide pilot and copilot with separate controls for adjustment of both the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls must be provided for the microphone/PTT inputs of both pilot and copilot. The

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system must be configured so that the pilot and copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

**B7.5.1.2 Receiver selection and operation.** Separate controls must be provided for both pilot and copilot selection of audio from one or any combination of available receivers. The checkpilot (third) position must monitor the receiver(s) as selected by the copilot. The receiver 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.

**B7.5.1.3** The controls of the audio system(s) must be located and arranged so that both the pilot and copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

**B7.5.2** An ICS must be provided for the pilot, copilot, and checkpilot positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via voice activation [VOX], must be provided for each position above. 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.

**B7.5.3** Earphones, microphones, PTT's, and jacks 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 CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

**B7.5.3.1** J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/ microphone.

**B7.5.3.2** Separate PTT switches must be provided for radio transmitter microphone operation at the pilot and copilot positions. The PTT switches must be mounted on the control yoke.

**B7.6** Other Avionics

**B7.6.1** One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part 91.215 (a) and (b).

**B7.6.2** By option year 1: The aircraft must be equipped with an FAA Technical Standard Order (TSO) -approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antennas mounted on both the top and bottom of the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least ten nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

**B7.6.2.1** The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturers installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system's manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does not permit the system to be inoperable for a period exceeding 15 days.

**B7.6.2.2** The following systems are known to meet the above requirements:

TCAS: Any TSO'd system which provides a range selection of 2 nautical miles or less.

TAS: Bendix-King KTA 870, Goodrich Skywatch HP

TCAD: Avidyne TAS600 (formerly Ryan International TCAD 9900BX) only when a separate, approved Multi-Function Display (MFD) is used to display threat aircraft data.

**B8 Reserved**

### PERSONNEL REQUIREMENTS

#### **B9 Pilot Requirements and Authority**

**B9.1** The Contractor must furnish a DOI authorized flight crew for each day the aircraft is required to be available. A flight crew is one initial attack multiengine scoper

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airtanker pilot-in-command (PIC) and any other flight crew member required by type design if required by the aircraft offered, one second-in-command (SIC). The PIC 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 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>

B9.4 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.

B9.5 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.

B9.6 Pilots assigned as PIC on water scooping airtanker missions must pass an interagency pilot evaluation for water application and low level operations every 36 months. Pilots will be required to demonstrate to an interagency inspector pilot, per the *Interagency Airplane Pilots Practical Test Standards Guide*, (<http://amd.nbc.gov/library/handbooks.htm>) their proficiency prior to being accepted as pilot-in-command.

**B10 Pilot Minimum Qualifications**

B10.1 The Contractor must provide a pilot(s)-in-command who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.1.1 An FAA commercial pilot certificate or higher and instrument rating.

B10.1.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.1.3 Category and class ratings in the aircraft to be flown and type rating if required.

B10.1.4 Pilot-in-command must provide evidence of satisfactorily passing an FAA competency (14 CFR 61.57 and 14 CFR 61.58(c) or (d) and (e)) instrument proficiency check in the make and model offered for this contract. This flight check must be valid for the contract period.

B10.1.5 Reserved

B10.1.6 The pilot-in-command must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.1.6.1	3,000 hours...total in all aircraft.
B10.1.6.2	1,200 hours...in airplanes.
B10.1.6.3	200 hours...in amphibious multiengine airplanes.
B10.1.6.4	25 hours...in the same make and model to be flown.
B10.1.6.5	250 hours...in large airplanes (aircraft over 12,500 pounds MGTW).
B10.2.6.6	100 hours...night flying to include the recent flight experience requirements of FAR 61.57(b).
B10.1.6.7	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing water/fire retardant or agricultural materials, or low-level military operations such as close air support or attack missions.
B10.1.6.8	200 hours... in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.1.6.9	100 hours in turboprop airplanes, if applicable.
B10.1.6.10	75 hours...actual or simulated instrument flight time (including 50 hours in flight).
B10.1.6.11	500 hours...cross-country.
B10.1.4.12	100 hours... total time in the preceding 12

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months.

B10.2 The contractor must ensure that any person onboard the aircraft during water operations during the duration of this contract has completed an emergency egress water ditching training course, which must include an actual submerged water egress exercise

B10.3 Copilots must meet the following requirements:

- a. Hold the appropriate FAA certificate in category and class of the aircraft to be flown.
- b. Hold an FAA commercial certificate.
- c. Hold an FAA instrument rating-airplane.
- d. Meet requirements of 14 CFR Parts 61.55, 61.56, and 61.57.
- e. Hold a current Government agency pilot qualification record card issued by a USFS/DOI AMD-approved airtanker pilot inspector.

B10.4 Aerial firefighting knowledge and training.

B10.4.1 An initial attack (IA) airtanker PIC is a pilot who (1) has met the qualification requirements in B10.1.6 and B10.4.2 and (2) has been issued an IA qualification card within the last 36 months.

B10.4.2 To qualify for an IA card, a pilot must:

- a. Hold an airtanker PIC card for the make and model;
- b. Complete 25 missions under the supervision of an IA airtanker PIC (training captain) on board the aircraft. A qualified observer (lead plane, aerial supervision module (ASM), or air tactical group supervisor (ATGS)) must supervise and observe all missions;
- c. Document fire missions in the pilot's logbook with the date, fire name, and identity of the training captain and qualified observer;
- d. Receive a recommendation for the upgrade from the above-referenced training captain and at least one of the qualified observers; and
- e. Present qualifications and records to an airtanker pilot inspector.

Note: A mission is defined as a fire or one complete fuel cycle on the same fire.

B10.4.3 An IA airtanker PIC who has not acted as an IA airtanker PIC within the last 36 months must be reinstated by:

- a. Documenting a minimum of five missions on going fires under the supervision of an IA airtanker PIC (training captain) on board the aircraft. A qualified observer must supervise and observe all missions;
- b. Documenting fire missions in the pilot's logbook with the date, fire name, and identity of the training captain and qualified observer;

- c. Presenting this record to an airtanker pilot inspector; and
- d. Demonstrating fire behavior knowledge to an airtanker pilot inspector.

B10.5 Primary crew: A crew assigned to a specific aircraft on a specific contract. Normally, the primary crew will staff an aircraft all of the time that flight and duty limitations will allow. The Contractor may choose to cover an aircraft with more than one primary crew.

B10.6 Relief crew: A crew assigned to staff an aircraft when the primary pilot is not available.

### B11 Personnel Duty Limitations

B11.1 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### B12 Flight Crewmembers Duty and Flight Limitations

B12.1 Duty day.

B12.1.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. "Duty" includes flight time, time spent performing maintenance and preventative maintenance, ground duty of any kind, 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 will be subject to the following duty hour limitations:

B12.1.2 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.2.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B12.1.2.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B12.1.2.3 Regardless of the above limits, pilots are expected to notify the Contracting Officer's Representative (COR) if they become fatigued prior to reaching the duty day limit.

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.

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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 Part 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 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B12.2.3.1 A maximum of 10 hours flight time (8 hours for fire missions) during any assigned duty period .

B12.2.3.2 A maximum of 50 hours flight time (42 for fire missions) during any consecutive 6-day period. When a pilot acquires 40 or more flight hours (36 for fire missions) in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

### **B13 Mission Currency Training Flights (MCTFs)**

B13.1 If the pilot has no fire missions within any 14 day period they will need to complete a Mission Currency Training Flight (MCTF). The pilot will coordinate the MCTF with either the COR, Airtanker Base Manager, or Unit Aviation Manager. The Contractor will be paid for MCTF flight time. An MCTF is a scenario based training exercise that should include: dispatch procedures, loading operations, ramp management, flight operations, flight following, radio communications, target description, and drop operations. Transition or point-to-point ferry flights do not qualify as an MCTF.

B13.2 Mission currency. A pilot is considered mission current when they have flown a fire mission or MCTF in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.2.1 MCTFs will be conducted solely at the Government's discretion. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched.

B13.3 Pilot proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor's responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are

under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14 - 17 Reserved**

### **B18 Relief Crew Requirement**

B18.1 A relief crew must be available to perform duties on the regular crewmembers' scheduled days off.

B18.2 Relief crewmembers must arrive at the designated base in advance of the scheduled duty period to ensure compliance with rest periods as set forth herein.

B18.3 The Contractor must provide a planned schedule or relief duty days to the CO and COR at the start of the exclusive use period.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

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

B19.1 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 final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the CO or his authorized representative.

B19.3 Is responsible to determine that all maintenance discrepancies have been cleared prior to flight in accordance with the operator's company manual and this contract.

B19.4 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.5 When the aircraft is not available due to required unscheduled maintenance: A pilot may function as a mechanic only if they possess a valid FAA mechanic

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certificate with the appropriate airframe and/or powerplant ratings, or they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.5.1 Any time during which the pilot is engaged in mechanic duties performing maintenance, or as a pilot performing preventative maintenance, that time will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.5.2 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.5.3 Pilots without airframe and powerplant certifications are authorized only to perform preventative maintenance under 14 CFR 43.3; however, these pilots must have been properly trained under the direct supervision of an appropriately rated mechanic for each function. All pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work performed in accordance with 14 CFR 43.9.

B19.6 The pilot is responsible for determining the aircraft's operating weight and center of gravity and must ensure that the aircraft's type certificate limitations or authorized increased weight is not exceeded. When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.7.3):

B19.6.1 Empty weight of the aircraft (in the required configuration).

B19.6.2 Flight crew with required personal protective equipment.

B19.6.3 Necessary flight kit materials.

B19.6.4 Fuel sufficient for the flight plus a 45-minute reserve computed at the average fuel-burn rate.

B19.6.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water and 8.5 pounds per gallon for foam.

B19.6.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.6.7 Other Contractor parts and supplies carried on board the aircraft.

### B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (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:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2. All pilots must be proficient when they arrive at the designated base or reporting location. Relief pilots may arrive one day before their duty day to become proficient at the Contractor's expense.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 100 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 100 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire and during all water scooping regardless of distance from fire.

B20.7 Flights into and out of unpaved airstrips are a requirement of this contract.

B20.8 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.9 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.10 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior

## SECTION B – TECHNICAL SPECIFICATIONS

to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.11 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.12 Day/night use. Both day and night flight may be required by this contract.

B20.13 To maintain airplane readiness and mission currency during the contract period, the Government may order mission currency training flights be performed if the pilot has not been mission active within the last 14 days. Government-ordered mission currency flights will be paid at the rates set forth in Section A.

B20.14 Aircraft may be loaded with water by trained Government or contract personnel at temporary or permanent airtanker bases.

B20.15 Aircraft may be released to the Contractor for relief pilot proficiency flights at no cost to the Government if approved in advance by the Government representative. The Contractor will not be charged unavailability for these flights. (These flights are not MCTFs.)

B20.16 Manifesting. The pilot-in-command must ensure that a manifest of all crewmembers on board has been completed.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B21.2 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  
Locking fuel cutoff  
Locking tiedown cable

Unacceptable locking devices and security methods are:

Locking aircraft doors  
Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

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.

B22.1 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.).

B22.2 Pilots must wear:

B22.2.1 Reserved

B22.2.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal.

B22.2.3 Boots with tops which must extend above the ankle and must be constructed so that metal parts, such as shoestring eyes or zippers, do not contact the wearer's skin. Non-leather boots must be flight approved in accordance with U.S. Military standards for aviation use.

B22.2.4 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.

B22.3 Contractor personnel must wear a personal flotation device (PFD) for all flights requiring water-scooping 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.

**B23 Reserved**

**B24 Reserved**

## SECTION B – TECHNICAL SPECIFICATIONS

### B25 Fuel and Servicing Requirements

#### B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. For operations in Alaska, Government fuel is provided. However, the Contractor must be capable of providing all fueling requirements operating away from the Government-provided fuel in Alaska and other locations in the lower 48 States. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5) ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL).

B25.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25 and the aircraft is serviced with the proper type of fuel. The Contractor shall keep all fuel delivery tickets through the contract period.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 Government personnel are not on board the aircraft during refueling operations.

B25.2.2 Within the contiguous U.S., 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.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B25.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

B25.2.5 Aircraft must not be refueled while any engine is running.

### 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 Manufacturers 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 FAA ADs applicable to the contract aircraft in a format similar to that in AC 43-9 as revised.

#### B28 Manuals/Records

B28.1 The Contractor must ensure that all authorized persons approved to perform maintenance and preventative maintenance under 14 CFR 43.7 document all work in accordance with 14 CFR Parts 43.9, 43.11 and 91.417 and that a copy of the aircraft's record 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 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 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 (FAR) 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.

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 maintenance program. Aircraft time-in-service must be recorded.

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

B29.4 All fire extinguishers must be maintained in accordance with *National Fire Association (NFA) 10, Standards for Portable Fire Extinguishers*

#### 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, propeller, or flight control system or when

## SECTION B – TECHNICAL SPECIFICATIONS

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 the COTR of any change to any engine, propeller, 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) 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 documenting the scale readings on the weight and balance forms they provide. This actual weighing shall be completed within 36 months preceding the starting date of the contract.

B32.1.1 Additional actual weighing shall be accomplished following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If documents provided are in question, the Government may require an additional weighing of the aircraft at the Contractor's expense.

B32.1.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.1.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, foam tanks, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

## 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)**

## SECTION C – TERMS AND CONDITIONS

(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.* –

(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.

## SECTION C – TERMS AND CONDITIONS

(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 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

## SECTION C – TERMS AND CONDITIONS

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

## SECTION C – TERMS AND CONDITIONS

(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 (JAN 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).

(17) 52.219-14, Limitations on Subcontracting – Alternate I (JAN 2012)

(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 2009) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

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

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (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)).

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(Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(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 (JUN 2009) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

(41) 52.225-5, Trade Agreements (JUN 2009)(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.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and

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other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting 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. FAR 52.212-4(a) INSPECTION ACCEPTANCE, THE FOLLOWING IS ADDED:

##### C3.1 Inspection Scheduling and Process

C3.1.1 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.

C3.1.2 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.

C3.1.3 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.

C3.1.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.3.3 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

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C3.1.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the 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 C3.5.

### C3.2 Equipment

C3.2.1 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.

C3.2.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.3 Personnel

C3.3.1 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

C3.3.2 The COTR 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. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. 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.

C3.3.3.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency.

The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

- Low-level flight (within 500' of the surface)
- Water application

### C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 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 may, 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 C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.4.3 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)).

### C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 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. Additional Flight Crews OR Augmenting Crew Member**

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C4.1 During high periods of activity, the Government may have occasion to utilize the aircraft after the primary flight crew has reached their duty/flight limitations. As a result, the Contractor may be requested to provide at least one and possibly two additional complete flight crews.

The use of additional crewmembers must be mutually agreed upon by the contractor and the COR or designated Project Inspector. In some situations, continuous coverage may be provided by an augmenting crewmember. The Government will request orders for crew complements in advance as they determine appropriate.

C4.2 For purposes of this contract, flight crews will be referred to as the following:

**Primary Crew – (required)** costs associated with providing shall be included in the basic availability rate

**Relief Crew – (required)** costs associated with providing shall be included in the basic availability rate

**Additional Crew – (when requested)** costs associated with providing are included in the additional flight crew rate identified in Section A Additional Pay Items.

**C5. Type of Contract (52.216-1 APR 1984).** The Government contemplates award of a firm-fixed indefinite delivery/indefinite quantity type contract.

### **C5.1 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.”

(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. 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.

**C6.1 Orders for Services.** The Government does guarantee to offer orders for service in the form of a task order under this contract as stated above. A “guaranteed offer” is considered to be a minimum of no less than 360 calendar days of availability divided equally between two aircraft. Estimated flight hours and additional pay items will also be included in the task order(s) but are not considered part of the guarantee.

**C6.1.2 Task Orders** will be placed by the DOI Contracting Officer for all services under this contract. A task order will be issued for the exclusive use aircraft(s) that will include the guaranteed daily availability, estimated flight hours and estimated additional pay items.

### **C6.2 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 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 paragraphs (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

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notice, the Government may acquire the supplies or services from another source.

### **C7. Personal Identity Verification of Contractor Personnel (52.204-9 NOV 2006)**

(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, as amended.

(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.

#### **C7.1 Contractor Personnel Security Requirements**

C7.1.1 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.

C7.1.2 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.

### **C8 Availability of Funds (52.232-18 APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such 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. 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 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.

### **C11. Reserved**

### **C12. Department of the Interior Clauses Incorporated by Reference**

C12.1 Indian Preference – Department Of the Interior (1452.226-70 APR 1984)

C12.2 Indian Preference Program – Department Of The Interior (1452.226-71 APR 1984)

C12.3 Tribal Employment Rights Ordinances (TERO). Services provided on an Indian Reservation may be subject to the assessment of TEROs. If such TEROs are imposed, it is the offeror's responsibility to acquire such licenses and/or permits and include the cost of such items in their offer.

### **C13. Authorities and Delegations (May 2010)**

(a) The DOI 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

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delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(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 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.

C13.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTR for this contract is:

Mr. Ralph Getchell  
DOI – Office of Aviation Services  
300 E. Mallard Drive, Suite 200  
Boise, ID 83706-3991

Phone: 208-433-5077  
Fax: 208-334-5007

C13.2 The DOI – Office of Aviation Services (OAS) Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations. Primary notification of an aviation mishap should be reported using 1-888-4MISHAP (1-888-464-7427) The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services  
300 E. Mallard Drive, Suite 200  
Boise, ID 83706-3991

Phone: 208-433-5071  
Fax: 208-433-5007

### C13.3 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may designate individuals (in writing) as Project Inspectors to monitor the contract in their absence. These individuals may not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO.

### C14. Prework 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.

### C15. Taxes (52.212-4(k)), the following is added

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**C15.1 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.

**C15.2** 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.

**C15.3** 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 Tax-Links.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).

**C15.4 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.

**C15.5 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.

**C15.6 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.

**C15.7 Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross takeoff 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.

**C15.8 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>

### **C16. Economic Price Adjustment-Fuel (L- 48 States)**

**C16.1** During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel while performing services in the Lower 48 states.

**C16.2** The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

**C16.3 Base Price.** The base price will be the average commercial price obtained by the Government for jet fuel or aviation gasoline (whichever is appropriate) at or near the two Designated Bases in the Lower 48 states at the time

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the solicitation is issued. The Base Price for fuel is identified in Section A, Requirements and Prices.

**C16.4 Reference Price.** The reference price will be the commercial fuel price in effect at the time of economic price adjustment. The reference price will be obtained from the same source as the Base Price. The reference price will become the base price for the subsequent adjustment.

**C16.5 Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit.

**C16.5.1** The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price will apply to flight time occurring after receipt of said notice.

**C16.6** Fuel price adjustments will be subject to review by the CO.

### CONTRACT PERIOD AND RENEWAL

#### **C17. Contract Period**

The contract period will be from date of award through April 19, 2013, unless otherwise extended as allowed herein.

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

Option Year 1: April 20, 2013 through April 19, 2014  
Option Year 2: April 20, 2014 through October 16, 2014

#### **C18. 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.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years, 6 months.

#### **C19. Exclusive Use Period**

**C19.1** The exclusive use period will extend for 180 calendar days each for two aircraft for a total of 360 calendar days. The Exclusive Use Period does not include days used for Aircraft Mobilization to and from the Designated Bases. The exclusive use period will start on either of the following:

**C19.1.1** 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.

**C19.1.2** 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.

**C19.1.3** The date determined according to the following paragraph.

**C19.1.3.1** 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.

**C19.2** 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.

**C19.3** The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

#### **C20. Unilateral Extension of Exclusive Use Period**

The Government at its option may extend the Exclusive Use Period on a day-by-day basis for a period not to exceed 30 calendar days. This extension shall be conveyed to the Contractor in writing by the CO. Extensions beyond the 30 day period must be mutually agreeable to both parties and the contract modified in writing by the CO. The terms, conditions, specifications and prices contained in this contract shall apply to such extension except subsistence will be paid daily for each authorized crew member in accordance with the FTRs while operating at the designated base or an alternate base.

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### **C21. 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 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.

### **C22. FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Jan 2011)**

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

## **AVAILABILITY REQUIREMENTS**

### **C23. 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

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

C23.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

### C24. 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:

C24.1 **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.

C24.2 **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.

C24.3 **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.

### C25. Maintenance During Availability Period

C25.1 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.

C25.2 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.

### C26. Unavailability and Damages

C26.1 **Unavailability.** Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the COR or the COR's designee that services are once again available.

C26.2 During periods of unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. Further, the Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C26.2.1 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc) contractor may not be considered unavailable. The contractor needs to notify the COR/PI of the situation immediately.

C26.3 **A relief crew is required.** On crewmembers mandatory days off the Contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

### C27. Personnel Conduct

#### C27.1 Replacement of Contractor Personnel

C27.1.1 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.

C27.1.2 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.

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C27.1.3 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.

### C27.2 Suspension of Pilot

C27.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C27.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable 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.

C27.2.3 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.

C27.2.4 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.

## SAFETY REQUIREMENTS

### C28. Safety Performance

C28.1 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract.

C28.2 During the performance period of this contract, if it is determined that the contractor's safety programs do not adequately support the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions." Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

### C29. Safety Management System (SMS) Components.

C29.1 The Contractor must provide a written submittal in response to the Safety Management System (SMS) Components identified in the Questionnaire in Exhibit 7. The Contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence or describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract.

C29.1.1 Contractors are required to provide specific responses to the SMS Components Questionnaire (see Exhibit 7). The SMS Components Questionnaire and any supporting documentation will be evaluated as described in Section D. Do Not Submit your entire Operations Manual as a means of satisfying all of the criteria. Brief, specific answers and examples are all that are required. You may contact the DOI Safety and Program Evaluations Division at 208-433-5071 if you require additional information. Other options for satisfying this area are outlined in section C30 (below).

C29.1.2 The Contractor is required to provide written updates that are made to their SMS components to the CO during the life of the contract.

### C30. SMS Certificate/Registration Validation Options for Operators

C30.1 If providing an SMS certification or registration as a means of compliance, with the elements within Exhibit 8, the Contractor is required to submit evidence that the SMS has been audited and validated for implementation. It will be the Contractor's responsibility to either "self certify" compliance and implementation or to use the services of a third party auditing organization to validate compliance and implementation.

C30.1.1 Operators may wish to use the services of organizations authorized by sponsors of third party systems to validate their SMS. Several third party organizations have developed materials that meet the ICAO and FAA` SMS standards for GA operations and sponsor practices to validate these programs' implementation. Third party organizations offering SMS services include (but not limited to):

- International Business Aviation Council (IBAC): International Standard for Business Aviation Operations (IS-BAO),
- Air Charter Safety Foundation (ACSF) Industry Audit Standard,
- Medallion Foundation in Alaska.

C30.2 Additional information on SMS can be found within FAA Advisory Circular 120-92A and FAA Information For Operator Bulletin InFO 11010. They can be located at:

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[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/index.cfm/go/document/information/documentID/319228](http://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document/information/documentID/319228)

[http://www.faa.gov/other\\_visit/aviation\\_industry/airline\\_operators/airline\\_safety/info/all\\_infos/media/2011/InFO11010.pdf](http://www.faa.gov/other_visit/aviation_industry/airline_operators/airline_safety/info/all_infos/media/2011/InFO11010.pdf)

C30.3 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).

C30.3.1 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.

### C31. Mishaps

C31.1 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.

### C31.2 Mishap Definitions

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

C31.2.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

C31.2.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C31.2.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C31.2.4 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.

C31.2.5 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.

C31.2.6 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 mishap (Form AMD-34 or FS 5700-14).

### C31.3 Mishap Reporting

C31.3.1 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.

C31.3.2 The ASM must immediately be notified when an "Incident with Potential" occurs. In an effort to prevent future aircraft mishaps, it is the responsibility of the contractor to report with the elements within Exhibit 7, known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C31.3.2.1 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C31.3.2.2 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C31.3.2.3 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C31.3.2.4 Mishaps involving aircraft under the operational control of the Department of the Interior that result in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident shall be reported to the DOI AM Aviation Safety Office immediately by the most expeditious means available.

**For notification after office hours a 24-hour aircraft Accident Reporting Hotline is available at:**

**1-888-464-7427**

### C32. Aircraft Accidents

C32.1 Forms Submission. Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor

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must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C32.1.1 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".

C32.2 Preservation Requirements. 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 are when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the ASM, NTSB and the CO when taking such actions.

C32.2.1 The NTSB's release of the wreckage does not constitute a release by the CO.

### **C33. Mishap Investigations**

C33.1 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.

C33.2 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.

### **C33.3 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.

### **C33.4 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.

### **Department Of Defense Approval To Utilize Military Airfields Within The State Of Alaska.**

### **C34. Aircraft Landing Permits**

Performance under this contract requires that the Contractor use military airfields within the State of Alaska as either reporting and/or operating base. As a condition of this use, the contractor must comply with the following requirements imposed by the Department of Defense. The following forms must be completed and submitted to the Contracting Officer:

- a. Civil Aircraft Landing Permit, DD Form 2401
- b. Civil Aircraft Certificate of Insurance, DD Form 2400
- c. Civil Aircraft Hold Harmless Agreement, DD Form 2402

C34.1 Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402. The contractor must submit these forms within ten calendar days after receipt of contract award, to the Contracting Officer.

C34.2 Civil Aircraft Certificate of Insurance, DD Form 2400. Contractor shall be required to submit a DD Form 2400, Civil Aircraft Certificate of Insurance within ten calendar days after receipt of contract award or the award of a subsequent option period. The minimum limits required to be carried during the performance of this contract are specified below.

### **C35. Contractor Responsibilities-Conduct of Business on a Military Installation**

Performance under this contract involves basing aircraft, support equipment and personnel on military installations. The Department of the Interior, Bureau of Land Management, Alaska Fire Service has Support Agreements covering the use of the grounds and facilities. The Contractor agrees to cooperate in the adherence to the terms of said agreements as a condition of performing under this contract.

### **C35.1 Rules Of Conduct And Regulations**

The Contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations. The contractor and its employees shall be required to maintain automobile insurance on company and personal owned vehicles that are used on the military installation.

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C35.1.1 The minimum vehicle insurance levels are those prescribed by the State of Alaska. A certificate of insurance is required for entry to Ft. Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the Military or BLM personnel.

C35.1.2 Contractor shall submit the vehicle identification number (VIN) for all restricted Bureau of Land Management retardant ramp site vehicles to the Contracting Officer 10 days prior to award or when such vehicles are presented to the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.

C35.1.3 The Government will issue Fort Wainwright base vehicle passes. Passes are available at the Ft. Wainwright front gate and/or Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

C35.2 Government Identification Cards – Contractor Employees

C35.2.1 Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be issued an U.S. Government Identification Card. The Bureau of Land Management, Alaska Fire Service, will issue this card. The card will be clearly marked as "Contractor Employee" and include the name of the contractor they are employed by. This Identification Card is the property of the U.S. Government.

C35.2.2 Identification cards shall be returned to the COR upon request at any time. Cards shall also be returned to the COR upon the employee's release either at the end of each exclusive use period or upon permanent dispatch to an alternate base.

C35.2.3 The Government may withhold final payment to the contractor until such time as all cards have been turned in.

C35.2.4 Contractor Employee Background Investigation. Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be subject to a background investigation by the Government. This background investigation shall be at the expense of the Government. At the request of the Contracting Officer, the Contractor shall submit information on each employee to facilitate this investigation. Failure to provide such information or upon receipt of an unsatisfactory background check, the employee shall be denied access to Ft. Wainwright or other Federal Installations. The contractor agrees to replace employees who refuse to provide information, or those who, in the Government's opinion result in an unsatisfactory background check.

C35.3 Weapons

All weapons in the aircraft survival kit shall be registered with the Ft Wainwright Provost Marshal.

C35.4 Use of Support/staging and Storage Space at Ft. Wainwright, Alaska.

C35.4.1 The Government will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned (by the COR) based upon the number of aircraft furnished by the Contractor, as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area. The Contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

C35.4.2 The Contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.

C35.4.3 Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the exclusive use period stated in the schedule or as established in the Notice to Proceed. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the COR. In the event that the Government does not exercise an option to renew, all items must be removed within 5 calendar days notice, or as otherwise agreed upon. At the end of the contract term, including all options all Contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the exclusive use period.

C35.4.4 All usage of the assigned area is subject to the approval of the COR.

C35.4.5 The Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

C35.5 Contract Retainage. The Government reserves the right to withhold interim or final payments under this contract pending compliance with the provisions contained in this section.

## SECTION C – TERMS AND CONDITIONS

### MEASUREMENT AND PAYMENT

#### C36. Daily Availability

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.

C36.1 Unavailability. Payment for daily availability shall be made at the bid price set forth in Section A and as measured above except that availability for the aircraft and equipment will be reduced for each hour or portion thereof if service is listed as unavailable as shown below.

SINGLE CREW: 1/14 per hour not to exceed 14/14 per day

DOUBLE CREW: 1/28 per hour not to exceed 28/28 per day

C36.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

#### C37 Flight Time

C37.1 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.

C37.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO or the authorized representative 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.

C37.3 Flights Associated with Inspections. Flight time associated with the DOI, Office of Aviation Services inspection will be at the expense of the Contractor and will not be measured for payment.

C37.4 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.

C37.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C37.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR or PI prior to the MCTF taking place.

#### C38. Mobilization/Demobilization

C38.1 The Contractor is responsible for all mobilization and demobilization costs to the Reporting Designated Base and from the Released Designated Base stipulated in Section A.

C38.2 The Contractor is responsible for all demobilization/mobilization costs, with the exception of Flight Time, from the 1<sup>st</sup> Designated Base (Bemidji, MN) to the 2<sup>nd</sup> Designated Base (Fairbanks, AK); and from the 2<sup>nd</sup> Designated Base to the 3<sup>rd</sup> Designated Base (TBD, CA).

C38.3 The approximate number of days for each aircraft to be located at each Designated Base are: Bemidji, MN – 30 days, Fairbanks, AK – 80 days, Fresno, CA - 70 days. These days are estimates only and are subject to change.

C38.4 Mobilization to and from Alaska will be at the Wet Flight Rate. Volume of fuel on board should be noted at the beginning and end of the contract period in Alaska to ensure accuracy when flight time is converted back to Wet Rate in Lower 48 states.

C38.5 No daily availability will be paid on the day(s) the aircraft transitions between Designated Bases. Transition Days are not considered as part of the Exclusive Use Period.

C38.6 The Government will pay for all flight time associated with the transition between Designated Bases.

C38.7 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.

C38.8 Flight distance will be measured using the most direct route taken from low level en route aeronautical

## SECTION C – TERMS AND CONDITIONS

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.

C38.9 Support Service Vehicle mileage when used, will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C38.10 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.

C38.11 The Government will reimburse the Contractor for vehicle mileage for the transport of an additional fuel servicing trailer See Section A Additional Pay Items.

### **C39. 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.

C39.1 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:

C39.1.1 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 Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C39.1.1.1 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 that includes amounts in excess of the FTR specified locality rates will be reduced to the authorized rate for payment or rejected back to the Contractor.

C39.1.1.2 No lodging receipts are required to support the subsistence claim.

C39.1.2 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.

C39.1.3 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.

C39.1.4 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: \$46.00

Lodging: \$77.00

Total: \$123.00

#### **HIGH RATE**

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

C39.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

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### **C40. Government Furnished Fuel - Alaska**

C40.1 The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor for operations within Alaska, or will reimburse the Contractor for fuel purchases as set forth in Section C41, Contractor Furnished Fuel.

C40.2 Government-furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor. Deductions will be at the current cost of fuel either provided by the Government or reimbursed to the contractor by the Government. (See Exhibit 5 for fuel consumption rates.)

### **C41. Contractor-Furnished Fuel When in Alaska or Canada**

C41.1 Fuel. The cost of fuel furnished by the Contractor when providing service in Alaska and Canada in lieu of Government-furnished fuel will be reimbursed to the Contractor as provided below:

## SECTION C – TERMS AND CONDITIONS

C41.2 General. The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase shall be approved by the Contracting Officer's Representative. Fuel-related costs shall be recorded as a line entry (i.e. dates, fuel charge, dollar amount, and use Pay Item Code "FC"), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (AMD-23E), AND shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

### **C42. Fuel Supply Expense-Lower 48 States**

C42.1 The Contractor is responsible for the cost of all fuel required for contract performance in the Lower 48 States. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C42.1.1 When the Government furnishes fuel to the contractor, the Government will deduct from the contractor's invoice, the base price of fuel identified in Section A multiplied by the number of gallons furnished to the Contractor.

C42.1.2 When the Contractor furnishes fuel and the cost is greater than the Base Price identified in Section A by greater than 10 percent, the contractor may be reimbursed the difference of the Base Price and the actual price paid by providing paid receipts to the Contracting Officer.

### **C43. Support/Service Vehicle Mileage-Lower 48 States**

C43.1 The Contractor will be paid \$3.35 per mile for a support/service vehicle when approved by the COR or PI in advance and is used to provide support to the aircraft while operating in the lower 48 states away from the Designated Base.

C43.2 The Contractor may be paid for one round trip per day at the current privately owned vehicle (POV) Government mileage rate (currently 55.5 cents) (Internet site <http://www.gsa.gov>) to the nearest motel accommodations if transportation to and from accommodations is not provided when away from the Designated Base.

### **C44. Transportation Costs Associated with Operating Away From the Designated Base.**

When operating from an alternate base, the Contractor is required to provide for transporting relief personnel, unless otherwise directed by the Government. Prior to the exchange, the Contractor must advise the COR, or designated PI, of the anticipated costs. The Contractor will be paid actual necessary and reasonable costs for

transporting personnel and required equipment listed below.

-Relief Crew members. The complement must be the same as required in Section A.

-Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C44.1 Each time the Contractor provides relief away from the Designated Base, the Contractor must complete and submit the Transportation Worksheet, see Exhibit, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C44.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for one crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C44.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the current government mileage rate (currently 55 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C44.5 Additional Crewmembers. The Government may order additional crewmembers to maximize use of the aircraft. The additional crewmembers may be furnished at the option of the Contractor. All terms and conditions of the contract will apply to their use except as set forth below.

C44.5.1 A lump sum payment per day will be paid for each crewmember as shown in Additional Pay Items Section A. This lump sum payment will be made for travel days and all days work is ordered by the Government. Extended standby does not apply to the additional crewmember. The lump sum payment does not apply to relief personnel brought in by the Contractor on the primary crew's days off.

## SECTION C – TERMS AND CONDITIONS

C44.5.2 A subsistence allowance will be paid in addition to the Additional Crew Member Daily Rate, when authorized.

C44.5.3 The Contractor will be paid the reasonable cost of transportation of the additional crewmember to the base of operation and return. The Contractor shall complete and submit the Transportation Worksheet (see Exhibits), attach supporting invoices, and enter the total dollar amount as a line entry on the invoice for payment (SC = pay item code).

C44.5.3.1 Costs are limited to actual expenses involved in transporting the additional crewmember (i.e. airline tickets, car rental, privately owned vehicle (POV) at the current GSA mileage rate). (<http://gsa.gov>)

**C45. 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. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C45.1 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.

### **C46. Government Miscellaneous Charges**

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

## **BILLING AND REPORTING REQUIREMENTS**

### **C47. Invoice Submission**

C47.1 The Contractor shall make electronic payment invoice requests through a controlled Department of the Interior (DOI) electronic invoicing and reporting system. An electronic report will be initiated by the Contractor documenting daily services provided as set forth by the contract, and when submitted for payment becomes the Contractor's invoice. More specific invoicing information will be provided at time of contract award.

C47.2 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration, unless approved in advance by the Contracting Officer. Services provided must be shown on a daily basis.

### **C48. Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)**

Effective immediately, 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 Aircraft Use Reports (AMD Form 23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.). Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

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.

### **C49. Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars. 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.

## **SECTION C – TERMS AND CONDITIONS**

### **C50. Exhibits**

The following exhibits are enclosed and made part of this solicitation: Vendors are required to complete one set of the required fill-in forms for each helicopter proposed.

#### **EXHIBITS TO THIS SECTION**

1 – Training Program Requirements for Airtankers and Scoopers

2 - Statement of Equivalent Rates for Federal Hires

3 - Wage Determination Information

4 - Conversion Chart – Unavailability

5 - Transportation Worksheet

6 - Approximate “Recommended Cruise “Fuel Consumption Rates

7- First Aid and Survival Kits

8- SMS Components Questionnaire

9- Additional Insurance Requirements for Alaska

## EXHIBIT C1

### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

#### Company training programs must have at least the following:

- I. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    1. Initial.
    2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    1. Initial.
    2. Recurrent.
- II. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    1. Duties and responsibilities
    2. 14 CFR 91 and 137
    3. Content of operation manual
    4. Content of Government contract
  - B. Airman General
    1. Weather
    2. Mountain flying/low level
    3. Airspace/air traffic control
    4. Navigation – GPS
    5. Communication – VHF FM
    6. Flight following/automated flight following (AFF)
    7. Agency ramp procedures
    8. Flight and duty limitations
    9. Hazardous materials
    10. Crew resource management/single-pilot resource management (CRM/SRM)
  - C. Aircraft Ground
    1. Weight and balance
    2. Flight planning
    3. Performance
    4. Engine and propeller
    5. Major aircraft systems
    6. Operating limitations
    7. Normal and emergency procedures
    8. Aircraft security

Training Program Requirements for Airtankers and Scoopers (continued)

D. Emergency

1. Equipment/personal protective equipment (PPE)
2. First aid/survival
3. Emergency egress, water ditching and survival (when applicable)
4. Review of related accidents

E. Flight

- |  |   |
|--|---|
| 1. Preflight inspection                          | 9. Mountain and low level                                 |
| 2. Mixing/loading retardant<br>(when applicable) | 10. Drop procedures                                       |
| 3. Starting                                      | 11. Emergency dump  |
| 4. Taxi  | 12. Inadvertent instrument meteorological condition (IMC) |
| 5. Before takeoff checks                         | 13. Emergency procedures                                  |
| 6. Takeoff                                       | 14. Descent   |
| 7. Climb   | 15. Landing   |
| 8. Slow flight and stalls                        | 16. Post-flight   |

F. Qualification and checking.

1. Minimum pilot qualifications
2. Knowledge examinations
3. Company flight check

III. Each *initial* and *recurrent* fuel/support vehicle operator training curriculum must have at least the following curriculum segments:

A. Basic indoctrination.

- |                                |                                   |
|--------------------------------|-----------------------------------|
| 1. Duties and responsibilities | 4. Content of operation manual    |
| 2. DOT regulations             | 5. Content of Government contract |
| 3. Hazardous materials         |                                   |

B. Vehicle operation.

1. Daily inspection
2. Operation of batch mixing equipment
3. Operation of aircraft fueling equipment

C. Emergency.

1. Equipment/PPE
2. First aid
3. Spills
4. Fires

**SECTION C – CONTRACT TERMS AND CONDITIONS**

Training Program Requirements for Airtankers and Scoopers (continued)

D. Qualification

1. Operator qualifications
2. Knowledge examinations
3. Company practical test

## SECTION C – CONTRACT TERMS AND CONDITIONS

### Training Program Requirements for Airtankers and Scoopers (continued)

- IV. All training must be documented in a training record kept for each person trained.
- V. Completion standards must be established.
- VI. Each instructor or supervisor who is responsible for conducting training or evaluation of personnel shall certify as to the proficiency and knowledge of the personnel concerned upon completion of training and evaluating. That certification must be made part of the personnel training record.
- VII. Recurrent training and checking must be done within 12 calendar months of initial or previous recurrent training. If training and checking is not accomplished within 12 calendar months, personnel must complete initial or requalification training and checking. Any training and checking completed in the month before or the month after it was due shall be considered completed in the month due.
- VIII. Emergency water egress training only applies to pilots operating float equipped or amphibious airplanes. Recurrent emergency water egress training is required every three years.
- IX. Training obtained from third party sources is acceptable; it must be documented and recorded in the pilots training record.



**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT C-3**

**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

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

- 1. Health & Welfare: \$2.87 per hour or \$114.80 per week or \$497.47 per month
- 2. Holidays: Minimum of eleven paid holidays per year: New Year’s Day, Martin Luther King Jr’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)
- 3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT C-4**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS :</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS :</b>
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 C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT C-5**

**TRANSPORTATION WORKSHEET**

When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base <b>prior</b> to the relief exchange. <b><u>Claims must be supported by itemized invoices.</u></b> See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information		
<b>DATE</b>	<b>ALTERNATE BASE LOCATION</b>	
<b>Relief Exchange – Involved Crew Member(s)</b>		
<input type="checkbox"/> Pilot Name	<input type="checkbox"/> Fuel Servicing Vehicle Driver Name	<input type="checkbox"/> Mechanic (If required by contract) Name
<b>Scheduled Maintenance</b>		
<input type="checkbox"/> Mechanic Name	<input type="checkbox"/> Other Name	
Maintenance Accomplished	Reason for providing additional personnel	
<b>ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)</b>		
Airline Transportation	Name	\$
Airline Transportation	Name	\$
Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time	\$
Rental Car		\$
Rental Car Fuel		\$
POV	Total Mileage From To	\$
Other (explain)		\$
		\$
		\$
		\$
		\$
<b>Total ACTUAL Cost</b>		<b>\$</b>
Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel		Date
Contractor Representative Signature		



**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 required for flight activities conducted in Canada and Alaska (see list below.)

<b>Minimum First Aid Kit Items*</b>		
*Each kit must be in a dust-proof and moisture-proof container.		
*The kit must be readily accessible to the pilot and passengers.		
<u>Item</u>	<u>Passenger Seats 0-9</u>	<u>Passenger Seats 10-50</u>
1. Adhesive bandage strips, (3 inches long)	8	16
2. Antiseptic or alcohol wipes (packets)	10	20
3. Bandage compresses, 4 inches	2	4
4. Triangular bandage, 40 inches (sling)	2	4
5. Roller bandage, 4 inches x 5 yards (gauze)	2	4
6. Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
7. Bandage scissors	1	1
8. Body fluids barrier kit:	1	1
a. 2 pair latex gloves		
b. 1 face shield		
c. 1 mouth-to-mouth barrier		
d. 1 protective gown		
e. 2 antiseptic towelettes		
f. 1 biohazard disposable bag		
<b>NOTE:</b> Splints are recommended if space permits.		

<b>Minimum Aircraft Survival Kit Items</b>
Knife
Signal mirror
Laser rescue light
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant: not required when operating over areas with adequate drinking water)
Food (two days' emergency rations per occupant, with a caloric value of 1,000 calories per day).
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)
If Automated Flight Following (AFF) is not installed in the aircraft, the Contractor must have at least one of these three items:
o Satellite phone
o 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT
o Handheld UHF or VHF radio/406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406

## SECTION C – CONTRACT TERMS AND CONDITIONS

- MHz ELT
- Handheld UHF or VHF radio

### **Additional Aircraft Survival Kit Items -- ALASKA ONLY**

The minimum equipment to be carried during the summer months:

1. Food for each occupant sufficient to sustain life for 1 week
  2. One axe or hatchet
  3. One small gill net
  4. An assortment of tackle such as hooks, flies, lines, sinkers, etc.
  5. Mosquito repellent
  6. One mosquito headnet for each occupant
- One sleeping bag per two occupants

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT C-8 (4 pages)**

<b>SAFETY MANAGEMENT SYSTEM COMPONENTS</b>			<b>Y</b>	<b>N</b>	<b>NA</b>	<b>OFFEROR ACTION REQUIRED</b>
	<b>IS-BAO Element</b>	<b>Standard</b>				
	3.2.1	<b>Safety Policy and Objectives</b>				
1	3.2.1c	Is key safety personnel appointed? Is there an identified trained Aviation Safety Manager?				Describe and provide evidence.
2	3.2.1d	Do you have an internal emergency response plan?				Describe and provide evidence.
	3.2.2	<b>Safety Risk Management:</b>				
3	3.2.2	Does the company have a Risk Management Policy?				Describe and provide evidence.
4	3.2.2a,b	Has the company developed and maintained a Risk Management Process to: Identify Hazards Risk Analysis (Exposure) Risk Assessment (Severity and likelihood) Decision Making (Mitigations) Validation of Control (Controls effective)				Describe and provide evidence.
5	--	Does the company have Operational Risk Management (ORM) Worksheet				Describe and provide evidence.
6	--	Is there a process to elevate the risk decision outcome? I.e. Chief Pilot? CEO?				Describe and provide evidence.
	3.2.3	<b>Safety Assurance:</b>				
7	3.2.3a,b,c	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?				What action has your company taken and/or plans to take to eliminate accidents? Describe and provide evidence.
	3.2.4	<b>Safety Promotion:</b>				
8	3.2.4a,b	Has the company developed and maintained a formal means of safety communication (like SAFECOM) and safety training programs to ensure personnel can perform their SMS duties?				Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe how your company's compensation practices discourage risk taking. Describe and provide evidence

**SECTION C – CONTRACT TERMS AND CONDITIONS**

<b>SAFETY MANAGEMENT SYSTEM COMPONENTS</b>			<b>Y</b>	<b>N</b>	<b>NA</b>	<b>OFFEROR ACTION REQUIRED</b>
	<b>IS-BAO Element</b>	<b>Standard</b>				
9	3.2.4b	Were there lessons-learned developed from an incident? Were they shared with the company personnel?				Describe and provide evidence.
10	--	Is a Safety Award system in place?				Describe and provide evidence.
	3.3	<b>Compliance Monitoring</b>				
11	3.3.1	Have operations (internal or external) audits been conducted in this past field season?				Describe and provide evidence.
12	3.3.1	Are the audits documented?				Describe and provide evidence.
13	--	Is there an Action Plan (AP) developed from the audits?				Describe and provide evidence.
	3.4	<b>Flight Data Analysis</b>				
14	3.4.1	Does the company have a Quality Assurance Program?				Describe and provide evidence.
	4.1	<b>Organization and Personnel</b>				
15	4.1.1	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.
16	4.1.2	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?				Describe and provide evidence.
	4.3	<b>Crew Member Qualifications</b>				
17	4.3.1a,b,c,d	Are there procedures to ensure that all aircraft crewmembers: hold valid licenses and certificates to include medical certificates; meet all currency requirements; and have fulfilled the company's training and proficiency requirements? Have they been effective?				What are your minimum hiring standards for pilots? Briefly describe your program for qualifying your pilots to fly the aircraft. Does this program include stall, high AOA handling training? What are your company's currency/regency standards? How do you evaluate pilot performance? Describe and provide evidence.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

<b>SAFETY MANAGEMENT SYSTEM COMPONENTS</b>			<b>Y</b>	<b>N</b>	<b>NA</b>	<b>OFFEROR ACTION REQUIRED</b>
	<b>IS-BAO Element</b>	<b>Standard</b>				
	4.4	<b>Maintenance Personnel Qualifications</b>				
18	4.4.1	Do the maintenance personnel hold the licenses and ratings required by the FAA?				Provide percent of maintenance personnel with A&P credentials and percent with IA certification. Provide evidence.
	5.1	<b>Training Programs</b>				
19	5.1.1	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?				Briefly describe your training program. Do you provide your pilots training in techniques and procedures that are above and beyond that administered by DOI? Do you train your pilots, both initially and annually, on preparation of invoices, flight use reports, and SAFECOMs? Describe and provide evidence.
20	5.1.2 5.1.3 5.1.6	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?				Describe and provide evidence.
	9.1	<b>Maintenance Control System</b>				
21	9.1.1	Does the operator have a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted?				Briefly describe your home base maintenance program. In-house or sub-contracted? If not in-house, specify name and address of primary maintenance facility. Inspection program is to what standard (137, 91 or 135)? Facility FAA or manufacturer certified? Describe your quality assurance program and provide evidence.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

<b>SAFETY MANAGEMENT SYSTEM COMPONENTS</b>			<b>Y</b>	<b>N</b>	<b>NA</b>	<b>OFFEROR ACTION REQUIRED</b>
	<b>IS-BAO Element</b>	<b>Standard</b>				
22	9.2.2	Has the operator included provisions in the company operations manual for flight crew to obtain maintenance services when away from home base?				Will you do scheduled inspections in the field? Who is responsible for unscheduled maintenance? Pilots qualified for routine servicing? Describe and provide evidence.
	10.1	<b>Company Operations Manual</b>				
23	--	Does the Operations Manual contain a flight operations and aircraft maintenance policy?				Describe and provide evidence.
24	10.2	Does the manual contain an operational control system and SOP's?				Does your company have policies that prescribe how and how often pilots will communicate with home base? Do your pilots deploy with laptop computers to those bases where internet access is available? Describe and provide evidence.
25	--	Is the manual approved by management (CEO)?				Describe and provide evidence.
26	10.1	Is the manual amended or revised as necessary to ensure that the information contained in it is kept up to date?				Describe and provide evidence.
27	10.1	Have the employees been trained on the manual?				Describe and provide evidence.
28	--	Does the manual reflect the type operation that is being contracted for?				Describe and provide evidence.
	11	<b>Emergency Response Plan</b>				
29	11.1	Is there a current Accident / Emergency Plan available to all employees?				Describe and provide evidence.
30	11.5	Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?				Describe and provide evidence.



## SECTION D--INSTRUCTIONS TO OFFERORS

### SECTION D – INSTRUCTIONS TO OFFERORS

#### 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.

#### INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUNE 2008) [Tailored SEPT 2005]

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

This solicitation is considered Unrestricted Competition. The NAICS code and small business size standard for this acquisition is 481212 and 1,500 employees respectively. The Product Service Code is V221.

#### D3 Proposals

D3.1 Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 45 calendar days from the dated specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D3.2 To be considered as a prospective Contractor for the requirement(s) 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:

**Dept. of Interior- Office of Acquisition Services - Boise  
300 E. Mallard Drive, Suite 200  
Boise, Idaho 83706-3991**

D3.2.1 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: Tina Young, Contracting Officer  
Deliver to Acquisition (RFP D12PS00080)**

D3.3 By facsimile: **208-433-5030** (ONLY if 20 or fewer pages) (Note: each page received after the first 30 pages (to include any transmittal page(s)) will 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.

D3.4 Any proposal may be amended using via fax.

D3.5 Submission Requirements:

Submit ALL information identified under D4, Offer Contents (D4.1 through D4.9), as applicable, and submit with your offer.

#### D4. Offer Contents

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

D4.2 Section A, Schedule page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability and flight time for each year. Offerors may offer varying prices for option years, but pricing must be offered for each year in order for the offer to be acceptable and considered. Compute the extended yearly amounts for daily availability and estimated flight hours by multiplying the unit prices offered times the quantities shown. The Government has entered an estimated amount for additional pay items. This is not a guarantee and it will not be used in the evaluation of offers. It is for budget purposes only and will be included in the yearly estimated total of the contract amount. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 Offerors are required to provide specific responses to the SMS Components Questionnaire provided in the Exhibits. The SMS Components Questionnaire and any supporting documentation will be used to evaluate your organizational capability to ensure, promote and manage safety within your company. Do Not Submit your Operations Manual as a means of satisfying all of the criteria.

D4.4 The Offeror is required to submit their total number of flight hours (for each calendar year) for the past five years along with any accidents as determined by the NTSB or incidents that met the "substantial damage" criteria as defined within 49 CFR 830.2.

D4.5 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(j) for those representations and certifications that the offeror must complete electronically).

## SECTION D--INSTRUCTIONS TO OFFERORS

D4.6 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.7 Acknowledgment of Solicitation Amendments (if any).

D4.8 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.

D4.9 Offeror Capability Information. Offeror must include:

D4.10 A completed copy of the Reference Questionnaire included in Section E. This will be used to evaluate your organizational experience and past performance.

### **D5 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.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

#### **D7.2 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

## SECTION D--INSTRUCTIONS TO OFFERORS

information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

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

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

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

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

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to

provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to 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.

### **D7.3 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.

### **D8 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:

D8.1 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.

D8.2 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 below and/or specified in Section A of this solicitation.

D8.2.1 A copy of the contractor's current approval letter from the U.S. Department of Agriculture/U.S. Department

## SECTION D--INSTRUCTIONS TO OFFERORS

of the Interior Interagency Airtanker Board for the proposed aircraft make and model is required to be provided with offer.

D8.2.2 A copy of the contractor's current FAA Form 7711-1, authorizing the SAS Operations, Forest Fire Management and/or Firefighting, contained on the Civil Aviation Authorities (CAA) NAFTA authorization is required with submittal of offer).

D8.3 Unacceptable offers will be eliminated without considering aircraft capability, offeror capability or price.

### D9 Evaluated Price

D9.1 The Government will apply the unit prices (to include any discounts offered) in acceptable offers, to the daily availability quantities identified in Section A. For the purpose of evaluation, the estimated daily availability and estimated flight hours shown in Section A, will be applied to the rates offered for each year. The guarantee daily availability and estimated flight hours shown in Section A, will be applied to the rates offered for each year. The totals for availability and estimated flight hours for all years will be added together for each Item to arrive at the Total price per Item. Once the evaluated prices of all acceptable offers have been determined for each Item, 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 D12 with the remaining offers. Contractors must bid on all Item Numbers identified in Section A to be considered for award.

D9.2 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 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.

### D10 Aircraft Capability

D10.1 The Government will evaluate the payload of each proposed aircraft to determine whether meets or exceeds the Minimum Aircraft Requirements specified in Section A. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor. 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.

### D11 Offeror Capability

The Government will evaluate your capability based on the following three 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.

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. 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.

### D11.3 Safety Program and Accident History

D11.3.1 Safety Management System Components (SMS). The Government will evaluate your Safety Management System Components Questionnaire and the support documentation you provide. This documentation will be used to evaluate your organizational capability to ensure, promote and manage safety within your company. The more comprehensive your written response, the easier it will be for the Government to appreciate your program and render an objective evaluation. A better evaluation result will be given to offerors who have an existing safety program in place and have implemented a proactive approach to accident prevention.

D11.3.2 Accidents. The Government will evaluate any known aircraft accidents incurred by your company(s) doing business under NAICS Codes 481211 or 481212 and any other aircraft accidents which have occurred under your FAA Operating Certificate will be included in the evaluation of your safety program. What constitutes an accident is defined by 49 CFR Part 830.2 Aircraft accident history within the last five years will be considered. The total number of flight hours provided by the offeror (see D4.4) will be used as well as any data

## SECTION D--INSTRUCTIONS TO OFFERORS

resulting from the Government's own experiences with the Offeror.

D11.3.2.1 A better evaluation result will be given to offerors who have had minimal or no accidents. Only your firm's accident history within the last five years will be considered.

### **D12 Tradeoff Analysis and Contractor Selection**

The Government will select successful offeror by comparing the acceptable offers on the basis of proposed aircraft capability, offeror capability, and reasonability of 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 contractor(s) that has the best combination of aircraft capability, offeror capability, and evaluated price.

### **D13 Notice of Award**

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

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 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 (m) 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.

“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

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

(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 in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(11) *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.)

(12) *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 paragraph (c)(11)(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--

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

(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 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 --

(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 --

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

(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.

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 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).

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

“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 (FAPIS) 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 FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

**EXHIBITS**

- 1. Offeror’s Miscellaneous Information
- 2. Reference Questionnaire
- 3. Aircraft Questionnaire

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

**EXHIBIT 1**

**OFFEROR’S MISCELLANEOUS INFORMATION**

<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 (cell)</b>
	<b>2. Name</b>	<b>Telephone (cell)</b>

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

**EXHIBIT 2**

**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.**

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 #:	

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

**EXHIBIT 3**

**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>  SEE SECTION A FOR MINIMUM AIRCRAFT REQUIREMENTS			
<b>Aircraft Make and Model</b>	<b>FAA Registration #</b>	<b>Serial #</b>	<b>Tanker Number (if assigned)</b>
<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>			

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

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

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

**3. 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
OFFEROR’S NAME:	
OFFEROR’S PHONE NUMBER:	