

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040031345		PAGE OF 1 35		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER D12PS00078		6. SOLICITATION ISSUE DATE 02/15/2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME John Hedeem			b. TELEPHONE NUMBER (No collect calls) 208-433-5016		8. OFFER DUE DATE/LOCAL TIME 03/16/2012 1500 MT	
9. ISSUED BY DOI, National Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706				CODE D41	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: 336411 SIZE STANDARD: 1,500 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO OAS, Alaska Region 4405 Lear Court Anchorage AK 99502-1032		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Department of the Interior Tandem Airplane. Offerors shall complete the Schedule of Supplies and Prices in Section A. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
					John Hedeem			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS _____

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

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

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

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

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

SECTION A – SCHEDULE OF SUPPLIES AND PRICES

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SECTION A – SCHEDULE OF SUPPLIES AND PRICES

SECTION A – SCHEDULE OF SUPPLIES AND PRICES

A1 Purpose of Solicitation and Contract

The purpose of this solicitation is to award on a best-value basis, a five-year, Indefinite Delivery/Indefinite Quantity (IDIQ) contract for up to a maximum of 15 tandem airplanes for the Department of the Interior (DOI). DOI guarantees that it will order a minimum of four airplanes under the contract. The Contracting Officer (CO) will issue separate delivery orders for the four guaranteed airplanes as part of the contract award. The CO may order remaining airplanes at any time during the five years of the contract, including the final day of the contract.

Multiple Offers: If an offeror can provide more than one model of aircraft that fulfills the requirements of the specifications or is/will be developing a new commercial item based upon an existing commercial item that fulfills the requirements of the specifications, the Government encourages the submission of multiple offers (see D4.2.2).

A2 Item 1 Requirement

ITEM DESCRIPTION

1. **Aircraft Required:**
Single-engine, high-wing airplane equipped as described in Section B.

Minimum Aircraft Requirements for Base Aircraft:

- Must have a Standard Airworthiness Certificate.
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, day/night.
- 180-horsepower engine, normally aspirated.
- Two-place tandem seat configuration.
- Conventional landing gear with certification for minimum 31-inch high flotation tires and safety cables.
- Certification for straight floats.
- Certification for wheel skis.
- Useful load 800 pounds in wheeled configuration, equipped as specified in Section B.
- Endurance: 4 hours plus 30-minute reserve.
- Range 400 nm at sea level, 15 °C, and 75% power.
- Maximum power on stall speed of 45 knots indicated airspeed.
- Operate from an 800-foot gravel airstrip; at gross takeoff/landing weight, 2,500 feet pressure altitude and standard temperature.

Target Aircraft:

- Fixed pitch propeller.
- Certification for straight skis.
- Useful load 800 pounds in all configurations (wheels, floats and skis), equipped as specified in Section B.

Options:

- Fuel Injection.
- Engine with more than 180 horse power.
- Panel mount GPS/Com.

SECTION A – SCHEDULE OF SUPPLIES AND PRICES

A3 Item 1 Schedule of Prices

AGENCY: Department of the Interior
DESIGNATED DELIVERY LOCATION: Anchorage, Alaska or Manufacturing Location as ordered
ORDERING PERIOD: Five years from date of contract award

Offeror shall complete the shaded boxes.

DESCRIPTION	QTY	Unit Price	Total Dollars
4 Guaranteed Tandem Airplanes: ordered at time of contract award and delivered FOB to Anchorage, Alaska. ¹	4	\$	\$
Offered Aircraft Make/Model:			

OFFERED DELIVERY SCHEDULE – GUARANTEED AIRPLANES: Insert the number of calendar days from contract award to manufacture and deliver each airplane.	Days after contract award for: FOB Anchorage, Alaska	Days after contract award for: FOB manufacturer
1st Guaranteed Airplane		
2nd Guaranteed Airplane		
3rd Guaranteed Airplane		
4th Guaranteed Airplane		

DESCRIPTION	QTY	Unit Price	Total Dollars
Base Selling Price² for a Tandem Airplane: FOB to Anchorage, Alaska (however, not guaranteed to be purchased).	11	\$	\$
Credit per airplane if DOI elects to take delivery at the manufacturer. ³			\$()
DAYS UNTIL DELIVERY AFTER RECEIPT OF ORDER:	Number of days: FOB Anchorage, Alaska	Number of days: FOB manufacturer	
Insert the number of calendar days from the date of receipt of an order to manufacture and deliver an airplane.			

¹ A tandem airplane shall be equipped as stated in the contractor’s awarded offer for the prices offered above. If the Government desires optional equipment or modifications that are available from the contractor, the contractor agrees to negotiate the final price and delivery date for the order.

² The base selling price is for the remaining 11 airplanes over the 5-year life of the contract and does not have to equal the unit price of the 4 guaranteed airplanes. However, the base selling price shall be subject to adjustment, either up or down, in accordance with the Economic Price Adjustment (EPA) clause of the contract (see C9).

³ A majority, if not all, of the airplanes are intended for use in Alaska. Therefore, the unit price shall include delivery FOB to Anchorage, Alaska. However, the Government may decide to purchase airplanes for use in the lower contiguous United States and elect to take delivery FOB at the contractor’s manufacturing location. The contractor must propose a credit to its offered unit price if the Government elects to take delivery at the manufacturing location. The credit for taking delivery at the manufacturing location will not be subject to adjustment under the EPA clause.

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 Purchase of multiple:

- Factory new (current production) aircraft.
- Low-time (less than 50 hours total time since new) aircraft.

Must be a high-wing, single-engine conventional gear airplane with tandem seating equipped as specified herein.

B2 Certifications

B2.1 The aircraft must be certificated in accordance with 14 CFR 21.183 (a), (b), or (c) (Code of Federal Regulations). Aircraft manufactured in accordance with a U.S. type certificate must be manufactured by the type certificate holder or their licensee. Aircraft built from spare and surplus parts in accordance with the Federal Aviation Administration's (FAA) Advisory Circular 21-13 (4-5-73) and certified in accordance with 14 CFR 21.183(d)(1) are not acceptable.

B2.1.1 Materials and workmanship. The aircraft, component part or parts, accessories, and optional equipment must be standard production as offered to the general public and must include all improvements in design and construction as shown in the manufacturer's current literature for the model offered. All alterations to the aircraft shall be by an FAA-approved Supplemental Type Certificate unless otherwise accepted by the Government.

B2.2 The aircraft must have an FAA Standard Airworthiness certificate meeting the requirements of 14 CFR Part 23 and must be equipped in accordance with 14 CFR Parts 91.205(a) through (c) for visual flight rules, day and night operation. Installation of any equipment required by this contract must be FAA approved.

B3 Order of Precedence (Specifications)

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

EQUIPMENT REQUIREMENTS

B4 Condition of Equipment

The aircraft and all other required equipment must be operable, free of damage, and in new or near new condition. Aircraft

systems and components must be free of leaks, except where specified by the manufacturer.

B5 Aircraft Mandatory Equipment Requirements

In addition to the requirements of Section B2, the aircraft must be equipped as shown below:

B5.1 Airframe.

B5.1.1 Full width extended baggage compartment with interior cargo tiedown points. Must have exterior door access other than crew/passenger door(s).

B5.1.2 Conventional landing gear. Compatible with and FAA approved for minimum 31-inch high floatation tires and wheel skis.

B5.1.2.1 Cleveland wheels and brakes.

B5.1.2.2 Baby Bush Wheel, tail wheel.

B5.1.3 Float fittings and FAA approval for straight float installation.

B5.1.4 Handles for lifting and moving the tail of the airplane.

B5.1.5 Paint scheme: Wings: red with white stripes. Fuselage: white with red stripes.

B5.1.6 Wing tiedown rings designed for windy conditions in excess of 25 miles per hour.

B5.1.7 Dual controls: primary flight controls, brakes, and throttle.

B5.1.8 Manual flap control via lever.

B5.1.9 Parking brake.

B5.1.10 Two-place tandem seating.

B5.1.11 Seat belts must be double-strap shoulder harness with inertial reel, lap belt, and crotch strap (five-point harness) for both seats.

B5.1.12 Cabin heat for front and rear seats; windshield defroster.

B5.1.13 Fresh air vents for front and rear seats.

B5.1.14 Clear windows and skylight, no tint.

B5.1.15 Audible stall-warning system.

B5.1.16 In-flight door; door approved to be open and closed in flight.

SECTION B – TECHNICAL SPECIFICATIONS

B5.2 Electrical system.

B5.2.1 Position lights.

B5.2.2 Red, tail-mounted, anticollision light.

B5.2.3 Strobe light system. A three-light system (wing tips and tail) with an independent activating switch.

B5.2.4 Landing light. Pulsating, forward-facing, conspicuity light. May be combined into one light.

B5.2.5 Pulsating, forward-facing, conspicuity light. May be combined with landing light.

B5.2.6 Cockpit lighting for instruments and a map light.

B5.2.7 Two 12-volt electrical outlets, one front and one rear.

B5.3 Fuel system.

B5.3.1 Gravity feed system, no header tanks.

B5.3.2 Fuel selector: right, left, both, and off.

B5.3.3 Fuel filter with drain.

B5.3.4 Endurance: 4 hours plus 30-minute reserve.

B5.3.5 Fuel tank sump drains.

B5.4 Instruments.

B5.4.1 Turn coordinator.

B5.4.2 Amp/volt meter.

B5.4.3 One digital hour meter installed in a location visible by the pilot.

B5.4.4 Free air temperature gauge.

B5.5 Engine.

B5.5.1 180-horsepower minimum.

B5.5.2 Normally aspirated.

B5.5.3 Spin-on oil filter.

B5.5.4 Engine oil quick drain.

B5.5.5 Engine preheat system.

B5.5.6 Keyed ignition switch.

B5.5.7 Vernier mixture control.

B5.5.8 Light weight aluminum oil cooler.

B5.5.9 Light weight starter.

B6 Aircraft Target and Optional Equipment Requirements

B6.1 The following specifications are required if available in accordance with the type certificate of the offered aircraft:

B6.1.1 Seat back pockets and map pockets.

B6.1.2 Leather seats with memory foam for the pilot and passenger.

B6.1.3 Underseat storage capability.

B6.1.4 Extended baggage. 200-pound capacity.

B6.1.5 Fixed-pitch propeller, pitched for climb performance.

B6.1.6 Steps for entry and exit and for over-the-wing refueling.

B6.1.7 Stainless steel tie-down rings.

B6.1.8 Fuel quantity indicators; fuel sight gauge in the wing root.

B6.1.9 Fuel filter and drain.

B6.1.10 Vertical speed indicator.

B6.1.11 Cylinder temperature gauge.

B6.1.12 Exhaust gas temperature gauge.

B6.1.13 Toe brakes.

B6.1.14 Adjustable front and rear seats. Removable rear seat including the cross bar.

B6.1.15 Full length floor boards.

B6.1.16 Approval for straight ski installation.

B6.2 The following is optional equipment. Optional equipment may be requested in addition to or in lieu of minimum specifications.

B6.2.1 Fuel injected engine.

B6.2.2 Engine with more than 180 horse power.

B6.2.3 Straight floats installed or provided by the manufacturer.

SECTION B – TECHNICAL SPECIFICATIONS

B6.2.4 Wheel skis installed or provided by the manufacturer.

B6.2.5 31 inch minimum, high floatation main tires installed or provided by the manufacturer.

B7 Avionics Requirements

B7.1 General.

B7.1.1 The Contractor must provide and install the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7.2. 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 FAA Advisory Circular (AC) 43.13-1B, Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems," as well as AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation," is required.

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 2.5 to 1 or better.

B7.2.3 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be installed in accordance with the requirements of 14 CFR Part 91.411 as specified by 14 CFR Part 43, appendices E and F. To have been tested, inspected, and found to comply with appendices E and F of Part 43 within the last 12 months.

B7.3.1 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 interfaced to the aircraft GPS system so as to transmit aircraft location and registration number when activated. The ELT must also be registered with the National Oceanic and Atmospheric Administration (NOAA) and equipped with an external fixed-type antenna mounted atop the fuselage.

B7.3.2 One panel-mounted VHF-AM (VHF-1) aeronautical transceiver with a minimum of 760 channels covering 118.000 to 136.975 MHz. The transceiver must have channels selectable in no greater than 25 kHz increments and a minimum

of 5 watts carrier output power. The transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.4 Navigation systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPS Map 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

B7.4.2 The GPS's display and operational controls must be located and arranged so that the pilot when seated, has full view of the display and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.4.3 The GPS must feature a large (minimum 3.75-inch diagonal measurement) color moving map display, be equipped with a minimum 12-channel receiver, and be capable of manual in-flight programming of a minimum of 3000 user-defined waypoints and a minimum of 50 routes.

B7.4.4 The Contractor must provide the option of installed panel mount provisions for GFE Garmin 496 GPS.

B7.5 Audio systems.

B7.5.1 One audio control system must be provided for the pilot and observer/copilot. The system must provide controls for selection of a minimum of two receiver audio outputs and three transmitter microphone/PTT audio inputs. The system must also provide separate controls for adjustment of intercommunications system (ICS) and receiver audio output levels for pilot and observer/copilot.

B7.5.1.1 Transmitter selection and operation. A transmitter selection control must be provided for the microphone/PTT inputs of the pilot and observer/copilot. The system must be configured so that the pilot and/or copilot may utilize a transmitter via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected. Transmitter sidetone audio must be provided

B7.5.1.2 Receiver selection and operation. Controls must be provided for selection of audio from one or any combination of available communications receivers, as well as (two) navigation receivers, plus ADF and DME audio. The receiver audio outputs must be free of excessive distortion, hum, noise, and crosstalk and

SECTION B – TECHNICAL SPECIFICATIONS

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 the pilot, when seated, has full and unrestricted movement of each control without interference from his/her clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic labelmaker marking is acceptable.

B7.5.2 An ICS must be provided for the pilot and observer/copilot. ICS audio must mix with, but not mute, selected receiver audio. 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, 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 observer/copilot positions. A PTT switch must be furnished at the observer/copilot position which is NOT mounted on any flight control.

B7.6 Other avionics.

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Parts 91.215(a) and (b). To have been tested, inspected, and found to comply with appendices E and F of Part 43 within the last 12 months.

B7.6.2 The Contractor must supply and install one complete LH and RH telemetry antenna mounting system. The antenna is typically a whip or rod type conforming to TSO C37D or TSO C38D. These mounts and antennas must be field removable. The coaxial cables will be secured to a BNC bulkhead feed through connector mounted in the original wing inspection panels to prevent unsecured movement of the coaxial cable in the wing when not in use. Coaxial cables will terminate inside the aircraft for operator access. The system shall include the FAA approvals including ICAs if required. The actual antennas and radio tracking receiver for the installation are the

only Government-furnished equipment. The mounts, cables, connectors, hardware, and approval are the Contractor's responsibility. Drawings for previous installations can be provided.

AIRCRAFT MAINTENANCE REQUIREMENTS

B8 Maintenance and Record Requirements

B8.1 Manuals/records.

The Contractor must ensure that all maintenance performed on the aircraft before delivery to the Government is recorded in the affected aircraft maintenance record in accordance with 14 CFR (reference 14 CFR 43.9, 43.11, and 91.417).

B8.1.1 The airframe, engine, and propeller logbooks must be complete and contain all maintenance records as described in FAA Advisory Circular 43-9C. This to include total hours-in-service time for the aircraft and installed time life components since date of manufacture, including the manufacturer's approval for return to service. All FAA form 337s and supporting documentation shall be organized into the aircraft records.

B8.1.2 Maintenance, operating, and parts manuals for each airframe, engine, propeller, and equipment must be furnished to the Government at the time of delivery. The aircraft flight manual or pilots operating handbook shall be up to date and include all supplements applicable to optional configurations as delivered. The information provided must include instructions for continued airworthiness for all equipment and alterations accomplished to comply with this agreement.

B8.1.3 All alterations must be by an FAA-approved Supplemental Type Certificate unless otherwise accepted by the Government and documented in accordance with 14 CFR. All alterations must be compatible and must not negatively impact the structural integrity or performance of the aircraft.

B8.1.4 Installation drawings and wiring diagrams must be supplied covering the installation of all avionics and all other installed equipment. Any aircraft, component, and equipment warranty information shall be provided.

B9 Airworthiness Directives (ADs) and Service Bulletins

B9.1 All applicable manufacturers' service bulletins and FAA Airworthiness Directives must be complied with prior to delivery date. Service bulletins and FAA ADs must be complied with by means to eliminate further action if that option exists. A list of FAA ADs and manufacturers' mandatory service bulletins on the make and model of aircraft offered shall be provided. The list must record whether applicable or not and, if applicable, the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature of maintenance personnel

SECTION B – TECHNICAL SPECIFICATIONS

with their certificate number. The list will be similar to that shown in Advisory Circular 43-9C.

B10 Weight and Balance

B10.1 The aircraft must have a complete and current equipment list as last weighed. The weight and balance report must have been determined by actual weighing of the aircraft in the configuration as delivered. The aircraft configuration at the weighing shall be clearly documented to include status of unusable fuel, oil, and miscellaneous equipment. All equipment (including optional equipment) must have total weight, arm and moment listed.

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

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

SEE ADDENDA WHICH FOLLOW IMMEDIATELY AFTER CLAUSE 52.212-5

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the

full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

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

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment.* –

(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.

SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Govern-

SECTION C – CONTRACT TERMS AND CONDITIONS

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

(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:

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(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) (15U.S.C. 637(a)(14)).

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

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

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

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

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

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

(23) 52.219-28, Post Award Small Business Program Representation (APR 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)). (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).

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(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 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

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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 Contract Period

The contract ordering period is five years from the date of contract award.

C4 Type of Contract

This is an indefinite delivery/indefinite quantity (IDIQ) contract. Only a Contracting Officer can issue orders for aircraft under this contract.

C4.1 52.216-18 Ordering (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. Such orders may be issued from date of award for five years.

(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.

C4.2 52.216-19 Order Limitations (OCT 1995)

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

(1) Any order in excess of one airplane;

(2) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in paragraph (a)(1).

(b) Notwithstanding paragraphs (a) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (a), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C4.3 52.216-22 Indefinite Quantity (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

SECTION C – CONTRACT TERMS AND CONDITIONS

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.

C5 DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

(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.

C6 Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (SEPT 2011)

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

(b) "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>.

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

(d) 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.

C7 Notice of Contractor Performance Assessment Reporting System (JUL 2010)

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

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(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 (PIRS) 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.

C8 Limitation on Subcontracting Report - Alternate I (JAN 2012)

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

- Date of Report:
- Period Being Reported: Date of Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Award through _____.
- Total Task/Delivery Order Costs*:
- Total Task/Delivery Order Costs* Performed/Provided by Prime:
- Total Task/Delivery Order Costs* Subcontracted:
- Percentage Performed/Provided by Prime:
- Percentage Performed/Provided by Subcontractors:
- Certified By:
- Date Certified:

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

* As stipulated in FAR 52.219-14

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C9 Economic Price Adjustment

C9.1 The base selling price for an airplane that is subject to adjustment under this clause is identified in the schedule and will remain in effect for one year from contract award. March 2012 is hereafter called the reference base period. The base selling price shall be adjusted in accordance with the percent changes of the contract's special index as described below in C9.3. The special index shall be derived from the following index series (see Exhibit 1 after Section E for ECI and PPI data):

C9.1.1 Labor Index. The Employment Cost Index for total compensation, aircraft manufacturing, private industry, not seasonally adjusted (Series Id CIU201321100000I (B)), as it appears in the online Employment Cost Trends database (<http://www.bls.gov/ncs/ect/data.htm>) maintained by the U.S. Department of Labor, Bureau of Labor Statistics. This series shall be referred to as the labor index.

C9.1.2 Materials and Manufacturing Indexes. The three material and manufacturing indexes of the special index are as follows:

C9.1.2.1 The Producer Price Index (PPI) for Aircraft Engine and Engine Parts Manufacturing, Civilian Aircraft Engines (Series Id: PCU3364123364123), as it appears in the online PPI database for Industry Data (<http://www.bls.gov/ppi/#data>) maintained by the U.S. Department of Labor, Bureau of Labor Statistics. This series shall be referred to as the aircraft engine manufacturing index.

C9.1.2.2 The Producer Price Index (PPI) for Other Aircraft Parts and Equipment (Series Id: PCU336413336413), as it appears in the online PPI database for Industry Data (<http://www.bls.gov/ppi/#data>) maintained by the U.S. Department of Labor, Bureau of Labor Statistics. This series shall be referred to as the aircraft parts and equipment manufacturing index.

C9.1.2.3 The Producer Price Index (PPI) for Aluminum Sheet, Plate, and Foil Manufacturing (Series Id: PCU331315331315), as it appears in the online PPI database for Industry Data (<http://www.bls.gov/ppi/#data>) maintained by the U.S. Department of Labor, Bureau of Labor Statistics. This series shall be referred to as the materials index.

C9.2 Price Adjustment. The selling price for an airplane shall be adjusted on August 20th of each subsequent year, based upon the percent changes (whether up or down) in the special index as specified in C9.3, between the reference base period March 2012 and March of the most recent year. Any price adjustment shall be retroactive to the preceding anniversary date of contract award. All calculations for the special index shall be based upon the latest versions of the ECI and PPI data published as of August 20th each year.

C9.3 Special Index Calculation. The special index shall be derived as follows:

C9.3.1 The values for the current period for each of the four BLS index series specified in C9.1 above shall be rebased to the reference base period March 2012; this shall be done by dividing the current value of each index by its value for the reference base period, and then multiplying the result by 100.

C9.3.2 The rebased labor index shall be assigned a relative weight of forty (40) percent; the rebased aircraft engine manufacturing index shall be assigned a relative weight of forty (15) percent; the rebased aircraft parts and equipment manufacturing index shall be assigned a relative weight of forty (15) percent; the rebased materials index shall be assigned a relative weight of twenty (30) percent; these relative weights represent the base period of March 2012.

C9.3.3 Multiply the rebased current value for each of the four indexes by its relative weight.

C9.3.4 The sum of these four figures shall be the value of the special index for the current time period.

C9.3.5 Multiply the current value of the special index by the original base price, and then divide by 100; this final figure shall be the adjusted price for the current time period.

C9.4 If March ECI data are not available for any year, the ECI for the immediately preceding December shall be used as the basis for adjustment of the labor index. If March PPI data are not available for any year, the PPI data for the immediately preceding February, January, or December, whichever is the most recent month which has published data, shall be used as the basis for adjustment of the materials and manufacturing indexes. If no ECI or PPI data have been published for those months, then the contracting parties shall agree upon substitute series by August 20th.

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D1 General Information

D1.1 The aircraft required by 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 Negotiations.

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

D2 Period for Acceptance of Offers

By submitting an offer in response to this solicitation, the offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

D3 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code for this acquisition is 336411 – Aircraft Manufacturing, and the small business size standard is 1,500 employees.

D4 52.212-1 Instructions to Offerors--Commercial Items (FEB 2012) (Tailored)

D4.1 **Proposal Volumes.** A proposal shall consist of two separate volumes.

D4.1.1 **Volume I.** Volume I is the Price Proposal. Submit one original and one copy.

D4.1.2 **Volume II.** Volume II is the Technical Proposal. Submit one original and three copies.

D4.2 **Submitting Offers.** Facsimile offers will not be accepted; however, you may submit a modification to an offer or withdraw an offer by facsimile at (208) 433-5030 up to the date and time offers are due. Submit all offers/proposals, whether mailed, hand carried, or express delivered to the following address:

Department of the Interior
National Business Center, Aviation Management
300 E. Mallard Dr., Suite 200
Boise, Idaho 83706-3991

D4.2.1 **Mailroom Notification.** All proposal volumes shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

Mailroom: DO NOT OPEN

Deliver to Acquisition Management (RFP D12PS00010)

D4.2.2 **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation, including commercial items that are in development. Each offer submitted will be evaluated separately.

D4.3 **Contents of Volume I – Price Proposal.** The completion and submission of the items required by the solicitation will constitute an offer and must indicate the offeror's unconditional assent to the terms and conditions in the solicitation and its attachments. Any objection to the terms and conditions of the solicitation will constitute a deficiency (see FAR 15.001) which will make the offer unacceptable for award. An offeror may correct a deficiency only through discussions (see FAR 15.306(d)). Volume I should include the following:

D4.3.1 **Cover Sheet.** The first sheet of paper of Volume I must show –

- (a) The solicitation number;
- (b) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (c) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (d) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;
- (e) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;
- (f) A statement that Volume I incorporates Volume II (Technical Proposal) by reference; and
- (g) If the offeror elects to waive the price evaluation preference for HUBZone Small Business Concerns (see FAR Subpart 19.13), a statement that it waives the evaluation preference.

D4.3.2 **Standard Form 1449 – Solicitation/ Contract/ Order for Commercial Items.** The completed SF 1449 of this solicitation shall be the second piece of paper of each copy of Volume I.

D4.3.3 **Prices.** Complete the **schedule of prices** for Item 1 from Section A of this solicitation. The price schedule shall follow the second sheet. The offeror shall insert its proposed prices for each line item, the subtotal for all line items, and any remaining line items per the instructions therein.

D4.3.4 **Representations and Certifications.** A completed **Offeror Representations and Certifications** from Section E.

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D4.3.5 Offeror's General Information. A completed **Offeror's General Information Form** from Section E.

D4.4 Contents of Volume II – Technical Proposal. The technical proposal shall be identified as Volume II of the offer and shall be orderly, specific, and complete in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. No price/cost information relating to this project shall be included in Volume II of the proposal. If pricing information is included on any pages in Volume II, the Contracting Officer may remove the pages before evaluation. Volume II will include the following:

D4.4.1 Cover Page. The first sheet of paper of Volume II must show –

- (a) The solicitation number; and
- (b) The name, address, and telephone and facsimile numbers of the offeror.

D4.4.2 Table of Contents. The Table of Contents shall be on the second sheet of paper and list all the forms and information contained in the technical proposal. Any future additions and/or revisions to the technical proposal shall include a revised Table of Contents if necessary.

D4.4.3 Technical Capability. The Government will assess the performance risk associated with the evaluated technical capability of the offeror and the offered aircraft to fulfill the requirements identified in this solicitation. The offeror shall include a completed **Technical Capability Form** from Section E in its technical proposal which discusses the following areas in the order listed below.

D4.4.3.1 Aircraft Capability and Performance.

D4.4.3.1.1 Describe completely the offered aircraft, as equipped, to be delivered for the offered fixed price in the schedule. Discuss the capability of the offered aircraft to fulfill the minimum aircraft requirements in Section A with a pilot and observer/passenger (225 pounds each) and 50 pounds of mission equipment.

D4.4.3.1.2 Discuss the aircraft's performance in all configurations (wheels, straight skis, wheel skis, and straight floats). Discuss payload; slow; cruise; and high speeds; and endurance/range at those speeds.

D4.4.3.1.3 List all operating limitations that will impact operation within the target operating range of the aircraft, include such things as propeller RPM limits other than maximum, flap speeds, maximum angle of bank or pitch, floor loading, lateral CG limits, etc..

D4.4.3.1.4 Discuss the estimated equipped weight of the aircraft in all configurations. (Equipped weight equals the

empty weight, the weight of lubricants and required equipment, but not fuel.)

D4.4.3.1.5 Provide a listing of equipment and avionics that will be included in the VFR certification and that will be included with the aircraft. (Be sure to address the avionics requirements.) Specific make and models of equipment should also list type of device to allow for industry advancements prior to delivery.

D4.4.3.2 Human Factors. Discuss the offered aircraft in relation to human factors. Discuss why the offered aircraft is simple and safe to operate for the pilot and copilot. Discuss why standardization based upon the offered aircraft may benefit the Government pilots.

D4.4.3.3 Aircraft Production Capability and Delivery. Discuss the aircraft production capability of your facility as it relates to the offered delivery time. Discuss any planned changes to production capability.

D4.4.3.4 Aircraft Maintenance. Discuss the ease or difficulty in performing routine scheduled and unscheduled maintenance; the ease or difficulty with changing configurations (from wheels to floats, etc.); and the availability of spare parts and maintenance manuals. Discuss the capabilities of your company to support the aircraft after the Government takes delivery.

D4.4.3.5 Past Performance. Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of the offeror's customers to ask whether or not they believe: (1) that the offeror was capable, efficient, and effective; (2) that the offeror's performance conformed to the terms and conditions of its contract or sales agreement; (3) that the offeror was reasonable and cooperative during performance; and (4) that the offeror was committed to customer satisfaction. In evaluating past performance the Government will contact some of the references provided by the offeror as well as other sources of information, including, but not limited to: Federal, state, and local government agencies, Better Business Bureaus, published media, and electronic data bases.

D4.4.3.5.1 Past Performance Form. The offeror shall provide information about its past performance by completing the Past Performance Form in Section E for its 10 most recent sales of the offered aircraft and include the forms in the technical proposal. Information older than the last three year period is not desired unless it is particularly pertinent to your current capability. In the event a company has not done business under its present organizational name and status for the last 3 years, other experience brought to it by principals or through mergers or similar corporate creations may be included. The Government may reject all proposals that fail to submit information regarding recent sales transactions.

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D4.5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

D4.5.1 Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.

D4.5.2 Any offer, modification, revision or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

D4.5.2.1 If it was transmitted through an electronic method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

D4.5.2.2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or

D4.5.2.3 If this solicitation was a request for proposals, it was the only proposal received.

D4.5.2.4 However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

D4.5.3 Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

D4.5.4 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

D4.5.5 Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral

solicitations may be withdrawn orally. If the solicitation authorized facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

D4.6 **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. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <http://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

D4.7 **Debriefing.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

D4.7.1 The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

D4.7.2 The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

D4.7.3 The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

D4.7.4 A summary of rationale for award.

D4.7.5 The make and model of the item to be delivered by the successful offeror.

D4.7.6 Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

D5 Contract Award

The Government intends to evaluate offers and award a 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

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waive informalities and minor irregularities in offers received.

D6 Evaluation Factors for Award – Quality Predominance

D6.1 Award will be made to the responsible offeror submitting a acceptable proposal, which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

D6.2 In the evaluation of proposals, the Government's evaluation of technical capability is considered to be significantly more important than price. The relative importance to be placed on technical capability, including significant subfactors, and price is contained in paragraph D6.5 of this provision. However, the degree of importance of price may increase with the degree there is non-price equality between the proposals. If a proposal is determined by the Contracting Officer to be technically unacceptable as a result of evaluating technical capability, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher price. The Contracting Officer also reserves the right to make award to a lower-priced, lower-evaluated offeror if it is determined that the price premium involved in awarding to a higher-evaluated, higher-priced offeror is not justified. Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.

D6.3 Pursuant to Federal Acquisition Regulation (FAR) 15.305, Proposal Evaluation, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

D6.4 The Government will award the contract to the offeror whose offer represents the best value to the Government on the basis of Technical Capability and Total Evaluated Price.

D6.5 The relative importance of the two factors (Technical Capability and Total Evaluated Price) are as follows:

D6.5.1 Technical Capability is more than six times more important than Total Evaluated Price.

D6.5.2 The five subfactors within Technical Capability (Aircraft Capability and Performance, Human Factors, Aircraft Production Capability and Delivery, Maintenance, and Past Performance) are listed in descending order of importance.

D6.5.3 Individually, the first three subfactors within Technical Capability (Aircraft Capability and Performance, Human Factors, and Aircraft Production Capability and Delivery) are each of greater importance than Total Evaluated Price, while the last two subfactors within Technical Capability (Maintenance and Past Performance) are each of less importance than Total Evaluated Price.

D7 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.)

D7.1 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.

D8 Reserved

D9 1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior.

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

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

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

SECTION D--INSTRUCTIONS TO OFFERORS

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

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

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

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

(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.

D10 Inquiries Regarding the Solicitation

Formal communications, such as requests for clarification, questions and/or written information concerning this solicitation shall be submitted in writing via e-mail to John_Hedeen@nbc.gov or fax: 208-433-5030.

The requests will be in the following format:

RFP D12PS00078, Section: _____, Page: _____, Paragraph: _____.

Question: _____?

D11 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data 52.215-20 (Oct 2010)

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

SECTION D--INSTRUCTIONS TO OFFERORS

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

D12 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

E1 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, 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.

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

(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

(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

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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--

(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

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(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 –

(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

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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.

(1) *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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 _____

E3 Solicitation Exhibits

- Exhibit 1 - ECI and PPI Data
- Exhibit 2 - Offeror’s General Information Form
- Exhibit 3 - Offeror’s Capability Form
- Exhibit 4 - Past Performance Form

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

EXHIBIT 1

ECI and PPI Indexes
(Extracted February 7, 2012)

Series Id: CIU2013211000000I (B); Not Seasonally Adjusted; **Compensation:** Total compensation; **Sector:** Private industry; **Periodicity:** Index number; **Industry:** Aircraft manufacturing

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2007	89.2	89.6	87.1	87.2	
2008	89.7	89.9	90.9	91.3	
2009	92.6	92.9	92.4	92.4	
2010	93.4	93.4	99.4	99.3	
2011	102.3	102.7	96.8	96.7	

B: Includes wages, salaries, and employer costs for employee benefits.

Series Id: PCU331315331315; **Industry:** Aluminum sheet, plate and foil manufacturing; **Product:** Aluminum sheet, plate and foil manufacturing; **Base Date:** 198106

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2007	187.0	189.0	189.7	190.7	190.9	192.1	188.6	187.8	184.3	180.6	182.0	181.4	187.0
2008	180.1	181.4	189.9	193.8	194.4	195.3	197.6	195.9	194.0	191.6	185.5	180.3	190.0
2009	164.3	158.6	150.8	148.8	150.7	151.0	153.1	157.6	161.2	161.1	160.3	164.4	156.8
2010	170.7	172.1	171.7	178.1	175.7	170.7	168.1	171.3	173.5	176.9	181.4	180.7	174.2
2011	182.9	183.7	188.6	194.6	198.4	198.8	194.9	194.7	191.8(P)	188.4(P)	182.6(P)	179.7(P)	189.9(P)

P: Preliminary. All indexes are subject to revision four months after original publication.

Series Id: PCU3364123364123; **Industry:** Aircraft engine and engine parts mfg; **Product:** Civilian aircraft engines; **Base Date:** 198512

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2007	198.5	198.7	198.7	198.9	199.4	200.2	199.8	200.7	201.5	203.0	202.6	203.0	200.4
2008	205.1	205.8	206.7	207.7	208.1	208.4	209.8	210.3	211.6	211.6	213.2	213.1	209.3
2009	221.5	221.1	221.6	222.2	220.9	220.5	222.2	221.8	220.8	220.3	220.1	219.1	221.0
2010	222.8	223.0	222.9	223.2	223.5	224.0	225.3	225.4	225.6	225.9	226.0	226.0	224.5
2011	228.7	230.2	230.3	232.6	232.4	232.6	232.6	233.9	232.7(P)	236.1(P)	235.1(P)	235.1(P)	232.7(P)

P: Preliminary. All indexes are subject to revision four months after original publication.

Series Id: PCU336413336413; **Industry:** Other aircraft parts and equipment; **Product:** Other aircraft parts and equipment **Base Date:** 198506

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2007	156.4	156.5	159.1	159.6	159.6	159.9	160.8	160.9	160.8	161.2	161.7	161.7	159.8
2008	164.6	165.0	164.8	164.9	165.6	165.9	166.0	167.3	167.4	167.7	167.6	167.7	166.2
2009	168.4	168.8	169.0	168.8	169.4	169.6	169.8	169.9	170.2	170.6	170.5	170.5	169.6
2010	171.1	170.6	170.6	170.6	169.2	169.2	169.2	169.1	167.7	168.2	168.2	168.2	169.3
2011	169.3	169.4	170.1	170.4	170.9	171.7	171.5	171.5	171.9(P)	172.3(P)	172.1(P)	171.8(P)	171.1(P)

P: Preliminary. All indexes are subject to revision four months after original publication.

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

EXHIBIT 2

Offeror’s General Information Form

Offeror’s Company Name and Address		
Offeror’s Office Telephone Number		
Offeror’s Facsimile (FAX) Number		
Offeror’s Complete email Address		
Offeror’s DUNS Number		
Offeror Contact Representative(s)	1. Name	Telephone
	2. Name	Telephone

EXHIBIT 3

Technical Capability Form

NAME OF OFFEROR: _____

READ CAREFULLY: The purpose of this form is for the offeror to address its familiarity with the Government’s aircraft requirements described in the specifications. The Government will assess the performance risk associated with the evaluated technical capability of your company and the offered aircraft to fulfill the requirements identified in this solicitation. Provide the information by typing or printing legibly or attaching separate sheets. (See Section D of the solicitation for instructions.)

1. **Aircraft Capability and Performance.** Discuss the capability and performance of the offered aircraft.
 2. **Human Factors.** Discuss the offered aircraft in relation to human factors.
 3. **Aircraft Production Capability and Delivery.** Discuss your company’s production capability.
 4. **Aircraft Maintenance.** Discuss the ease or difficulty in performing routine scheduled and unscheduled maintenance.
 5. **Past Performance.** The offeror shall provide information about its past performance by completing the Past Performance Form for its 10 most recent sales of the offered aircraft.
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(Use this page as the first page of your capability information, attach other pages as needed.)

EXHIBIT 4

Past Performance Form

READ CAREFULLY: The purpose of this form is for the offeror to provide information about your 10 most recent sales of the offered aircraft. Fill in the information by typing or printing legibly. Complete a form for each sale. Include Area Codes with all telephone numbers.

Briefly summarize the transaction. Identify if the customer was a first-time purchaser or a repeat customer. It is especially important that the offeror disclose instances in which its performance may be considered by the aircraft purchaser to be less than fully satisfactory. The offeror should tell its side of the story and describe remedial corrective action that it took, or will take, to correct a deficiency. Failure to do so may result in a determination that an offeror has been less candid with the Government, which could result in an unfavorable assessment of the offeror.

OFFEROR'S NAME: _____

Customer’s Name and Address:	Aircraft Make or Model Sold:
Quantity of Aircraft Sold:	Date Aircraft was Ordered:
Customer’s Telephone #:	Date Aircraft was Delivered:
Client Facsimile #:	Client email address:

Briefly summarize this sale: _____