

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 0040025726		PAGE OF 1 62		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER D12PS00010		6. SOLICITATION ISSUE DATE 01/19/2012	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME John Hedeem			b. TELEPHONE NUMBER (No collect calls) 208-433-5016		8. OFFER DUE DATE/LOCAL TIME 02/14/2012 1500 MS	
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: 481211 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		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO DOI AVIATION MGMT IT SYS DIV 300 E Mallard Dr Ste 200 Boise ID 83706-6648		CODE 0008351474	16. ADMINISTERED BY DOI, National Business Center, AQD Suite 200 Division 4/ Branch 1 300 East Mallard Drive Boise ID 83706					CODE D41
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
00010	EPA Helicopter, Edison, New Jersey  Fill out both schedules of prices for Item 1 and Item 2 in Section A.  EPA Helicopter - First Year of Contract  Period of Performance: 05/01/2012 to 04/30/2013  <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 \_\_\_\_\_

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## CONTRACT ACRONYMS

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

USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A - REQUIREMENTS AND PRICES

### SECTION A – REQUIREMENTS AND PRICES

#### A1 Description of Work

The Environmental Protection Agency (EPA), Region 2, located in Edison, New Jersey uses a contractor operated and maintained, light helicopter to conduct surveys of the waters of the New York/New Jersey Harbor Complex. The contract period is for one base year with four one-year option periods. Each year the service performance period will be from May 21st through September 7th (110 calendar days long) unless the start date is changed by issuance of a Notice to Proceed (NTP).

At a minimum, the Department of the Interior (DOI), Aviation Management Directorate (AMD), plans to award a contract for the Item 1 Requirement summarized below if enough funding from the EPA is available. If EPA's available funding is enough, AMD may instead award a contract for the Item 2 Requirement summarized below. Note: Review the entire solicitation for complete descriptions of Requirement Items 1 and 2.

**Item 1 Requirement – Resource Surveys.** The contract will be for resource survey flights that will be conducted six days a week (Mondays – Saturdays) at low levels to observe and record "slicks" of floating debris in adjacent waterways and harbors that could wash up on area beaches. Once a slick is spotted, the helicopter hovers or circles the area to allow the EPA observer to determine and document slick content, location, size and possible origin. Slicks typically consist of paper, plastic, bottles, large wood and natural debris. Information is given to the U.S. Army Corps of Engineers, and their skimmer vessels remove the debris. Flights are usually conducted early in the morning with one or two EPA observers as passengers. Flights will be conducted from a helipad adjacent to the EPA's Edison office and typically last one hour from takeoff to landing.

**Item 2 Requirement - Resource and Water Sampling Surveys.** The resultant contract will include the daily resource survey flights described under the Item 1 Requirement above plus water sampling flights. Water sampling from the helicopter is scheduled once a week and is conducted after the low level harbor flight. An EPA observer/sampler and sampling equipment will be in the back seat of the helicopter. The EPA sampler will lower a water sampling device (through an open sliding door or with a door removed) while the helicopter hovers over individual sampling stations located via GPS. The observer/sampler lowers a sampling device called a Kemmerer down into the water to collect the appropriate amount of volume. The samples are stored in a cooler in the helicopter. There are 26 sampling stations along Long Island, and it takes approximately 2.5 hours to complete the entire run of stations. The New Jersey run includes 16 sampling stations and takes approximately 3 hours to complete. The Long Island and New Jersey runs are conducted on alternate weeks, weather permitting. The contractor will be released from duty at the conclusion of each daily harbor flight unless water sampling is to be performed that same day.

**SECTION A - REQUIREMENTS AND PRICES**

**SCHEDULE OF SUPPLIES/SERVICES**

**A2 Item 1 Requirement**

**ITEM 1 DESCRIPTION**

**Mission Requirements:** Offshore low-level survey flights, natural resource missions, and administrative and related activities (**no water sampling**) at the direction and control of the Government.

**Designated Base:** EPA helispot, Edison, New Jersey

**Aircraft Required:** One light helicopter

**Crew Compliment Required:** Pilot-in-Command (PIC)

**Minimum Helicopter Requirements:**

**Seating:** Four (4) insured passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated.

**Payload:** Internal payload (HOGE) of 400 pounds at 26 degrees C at 1,000 feet pressure altitude using a pilot weight of 200 pounds, a 25-pound survival kit and fuel for 1.9 hours.

**Powerplant:** Turbine engine(s)

**Floats:** For single engine aircraft: fixed floats or popout floats  
For twin engine aircraft: fixed or popout floats

Payload amounts shall be computed by using the Government’s Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under the Exhibits along with the offered aircraft’s applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide.

A BH206, AS350, or AS355 series aircraft or equivalent may typically fulfill the above minimum requirements.

Proposed aircraft payload is an element of your offer, will be made a part of the awarded contract, and will be verified by DOI Aviation Management inspectors during inspection of the aircraft.

**TO BE COMPLETED BY AGENCY AT TIME OF AWARD**

<b>Aircraft Make and Model</b>	
<b>Serial Number</b>	
<b>FAA Registration Number</b>	
<b>Confirmed Aircraft Payload</b>	

**SECTION A - REQUIREMENTS AND PRICES**

**A3 Item 1 Schedule of Prices**

**AGENCY:** Environmental Protection Agency (EPA), Edison, NJ  
**DESIGNATED BASE:** EPA Helispot, Edison, NJ  
**PERFORMANCE PERIOD:** May 21 through September 7, Monday through Saturday  
 (110 calendar day period – Sundays off)

ITEM 1 CLINs	DESCRIPTION	PAY ITEM CODE	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>0001</b>	<b>First Contract Year: 05/21/2012 – 09/07/2012</b>					
0001AA	Guaranteed Flight Hours	GT	110	Hours	\$	\$
0001AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>BASE YEAR – ESTIMATED TOTAL</b>						<b>\$</b>

<b>0002</b>	<b>Second Year/First Option Year: 05/21/2013 – 09/07/2013</b>					
0002AA	Guaranteed Flight Hours	GT	110	Hours	\$	\$
0002AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>SECOND YEAR – ESTIMATED TOTAL</b>						<b>\$</b>

<b>0003</b>	<b>Third Year/Second Option Year: 05/21/2014 – 09/07/2014</b>					
0003AA	Guaranteed Flight Hours	GT	110	Hours	\$	\$
0003AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>THIRD YEAR – ESTIMATED TOTAL</b>						<b>\$</b>

<b>0004</b>	<b>Fourth Year/Third Option Year: 05/21/2015 – 09/07/2015</b>					
0004AA	Guaranteed Flight Hours	GT	110	Hours	\$	\$
0004AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>FOURTH YEAR – ESTIMATED TOTAL</b>						<b>\$</b>

<b>0005</b>	<b>Fifth Year/Fourth Option Year: 05/21/2016 – 09/07/2016</b>					
0005AA	Guaranteed Flight Hours	GT	110	Hours	\$	\$
0005AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>FIFTH YEAR – ESTIMATED TOTAL</b>						<b>\$</b>

<b>ESTIMATED TOTAL CONTRACT VALUE – FIVE YEARS</b>						<b>\$</b>
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**SECTION A - REQUIREMENTS AND PRICES**

**A4 Item 2 Requirement**

**ITEM 2 DESCRIPTION**

- Mission Requirements:** Offshore low-level survey flights and **water sampling** through open or removed door(s), natural resource missions, and administrative and related activities at the direction and control of the Government.
- Designated Base:** EPA helispot, Edison, New Jersey
- Aircraft Required:** One light helicopter
- Crew Compliment Required:** Pilot-in-Command (PIC)
- Minimum Helicopter Requirements:**
- Seating: Four (4) insured passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated.
- Payload: Internal payload (HOGE) of 400 pounds at 26 degrees C at 1,000 feet pressure altitude using a pilot weight of 200 pounds, a 25-pound survival kit and fuel for 1.9 hours.
- Powerplant: Turbine engine(s)
- Floats: For single engine aircraft: **fixed floats only**  
For twin engine aircraft: fixed or popout floats
- Aircraft Type: Aircraft must be of a type where water sampling through the door opening can be performed. Water sampling capability from the offered aircraft will be evaluated by the Government.

Payload amounts shall be computed by using the Government’s Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under Section B Exhibits along with the offered aircraft’s applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide.

A BH206, AS350, or AS355 series aircraft or equivalent may typically fulfill the above minimum and/or target requirements.

Proposed aircraft payload is an element of your offer, will be made a part of the awarded contract, and will be verified by DOI Aviation Management inspectors during inspection of the aircraft.

**TO BE COMPLETED BY AGENCY AT TIME OF AWARD**

<b>Aircraft Make and Model</b>	
<b>Serial Number</b>	
<b>FAA Registration Number</b>	
<b>Confirmed Aircraft Payload</b>	

**SECTION A - REQUIREMENTS AND PRICES**

**A5 Item 2 Schedule of Prices**

**AGENCY:** Environmental Protection Agency (EPA), Edison, NJ  
**DESIGNATED BASE:** EPA Helispot, Edison, NJ  
**PERFORMANCE PERIOD:** May 21 through September 7, Monday through Saturday  
 (110 calendar day period – Sundays off)

ITEM 2 CLINs	DESCRIPTION	PAY ITEM CODE	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>0001</b>	<b>First Contract Year: 05/21/2012 – 09/07/2012</b>					
0001AA	Guaranteed Flight Hours	GT	150	Hours	\$	\$
0001AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>BASE YEAR – ESTIMATED TOTAL</b>						<b>\$</b>
<b>0002</b>	<b>Second Year/First Option Year: 05/21/2013 – 09/07/2013</b>					
0002AA	Guaranteed Flight Hours	GT	150	Hours	\$	\$
0002AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>SECOND YEAR – ESTIMATED TOTAL</b>						<b>\$</b>
<b>0003</b>	<b>Third Year/Second Option Year: 05/21/2014 – 09/07/2014</b>					
0003AA	Guaranteed Flight Hours	GT	150	Hours	\$	\$
0003AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>THIRD YEAR – ESTIMATED TOTAL</b>						<b>\$</b>
<b>0004</b>	<b>Fourth Year/Third Option Year: 05/21/2015 – 09/07/2015</b>					
0004AA	Guaranteed Flight Hours	GT	150	Hours	\$	\$
0004AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>FOURTH YEAR – ESTIMATED TOTAL</b>						<b>\$</b>
<b>0005</b>	<b>Fifth Year/Fourth Option Year: 05/21/2016 – 09/07/2016</b>					
0005AA	Guaranteed Flight Hours	GT	150	Hours	\$	\$
0005AB	Additional Flight Hours (estimated)	FT	10	Hours	\$	\$
<b>FIFTH YEAR – ESTIMATED TOTAL</b>						<b>\$</b>
<b>ESTIMATED TOTAL CONTRACT VALUE – FIVE YEARS</b>						<b>\$</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor-operated and maintained helicopter flight services to transport personnel and/or cargo in support of Government natural resource missions in support of the Environmental Protection Agency (EPA). Contractor services include provision of a helicopter, personnel, fuel, and all other associated equipment, as prescribed in this solicitation. Missions will include low level survey flights, natural resource missions, administrative and related activities, and if Item 2 is awarded will include offshore water sampling. The Government will direct aircraft to support its missions and objectives.

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

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

##### B2 Certifications

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

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

B2.2 A Title 14 of the Code of Federal Regulations (CFR) Part 135 Air Carrier certificate. These aircraft must be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B2.3 The contract aircraft must have a Standard Airworthiness certificate. 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) and other documents incorporated by reference.

##### B4 Contracts

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

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

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

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

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

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

##### B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant helicopter equipped as follows:

B6.1 A complete set of current aeronautical charts covering area of operations.

B6.2 One digital hour meter installed in a location visible by the pilot and front seat observer while seated. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only.

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

B6.5 Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-

## SECTION B – TECHNICAL SPECIFICATIONS

point metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 Shoulder harnesses (either single-strap or double-strap) for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

B6.7 Fire extinguisher(s), as required by 14 CFR Part 135, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. (See the fire extinguisher maintenance instructions in Section B29.)

B6.8 Dual controls for initial pilot performance evaluation. (May also be required for interim or recurrent pilot performance evaluations at the option of the Government.)

B6.9 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.10 A strobe light, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch must be provided in addition to the red strobe.

B6.11 High visibility, pulsating, forward facing, conspicuity lighting.

B6.12 High visibility markings on main rotor blades as specified by the Acceptable Paint Schemes Exhibit.

B6.13 High-skid-type landing gear, if manufactured for make and model and compatible with float configuration as specified in B6.26.

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door.

B6.15 Locking cap(s) on all fuel inlet ports.

B6.16 Cabin heater and window defogger.

B6.17 Reserved.

B6.18 Cargo restraint system for aircraft manufactured with a parcel/storage area behind the rear passenger seats.

B6.19 Reserved.

B6.20 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.21 A survival kit containing items specified in First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations.

B6.22 **Required for Item 2 only.** A convex cargo mirror allowing observation of the belly of the helicopter. This will be used to position and observe the water sampling line.

B6.23 A liferaft shall be provided for each helicopter with a "rated capacity" of six persons. The liferaft shall meet TSO-C70a. The liferaft shall be adequately secured and readily accessible in the cabin area of the helicopter. (APICAL float/raft system will meet this requirement.)

B6.24 Float configuration per Section A for Item 1 or Item 2 as offered.

B6.25 **Required for Item 2 only.** Aft sliding door or an aft door which can be removed by the pilot to allow water sampling operations to be conducted in accordance with B20.11.

### B7 Avionics Requirements

B7.1 General.

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

B7.2 Avionics Installation and Maintenance Standards

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

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

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

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### B7.3 Communications Systems.

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or TSO-C126, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f.). The ELT must be installed in a conspicuous or marked location, with the required battery expiration date marking located in such a manner that it is easily legible without de-mounting the ELT.

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. It 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 Navigational 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 GPSMap 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.

### B7.5 Audio Systems.

B7.5.1 Two separate audio control systems (which may be combined in a single unit) for the pilot and observer/copilot to select receiver audio outputs and transmitter microphone/push to talk (PTT) audio inputs for all installed radios and public address (PA) systems. Each system must also allow the pilot and observer/copilot to independently adjust both the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls for both the pilot's and observer/copilot's microphone/PTT inputs. Configure the system so the pilot and observer/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio

must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

B7.5.1.2 Receiver selection and operation. Separate controls for both pilot and observer/copilot to select audio from one or any combination of available receivers. The ICS-equipped aft passenger positions must monitor the receiver(s) as selected by the observer/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

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

B7.5.2 An ICS must be provided for the pilot, observer/copilot, and the two aft cabin exit positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot and observer/copilot positions. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks. The aircraft must be equipped for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.1 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which will accept U-174/U type plugs.

B7.5.3.2 Separate PTT switches for radio transmitter and ICS microphone operation must be provided at the pilot, observer/copilot, and any other positions required above to be furnished with both radio transmitter and ICS operation. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's and any other required position's PTT switches must be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated

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PTT system may be utilized at that position only. ICS PTT switches for any additional positions required to be furnished only with ICS must be mounted on the cord to the earphone/ microphone connector.

**B7.6 Other Avionics.**

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

**B7.6.2** The Contractor must furnish a cellular telephone for use by the PIC. The cellular telephone must be provided with service to the area of the contiguous 48 States. Each cellular telephone must be equipped with both 110VAC and 12VDC adapter cord assemblies for charging use. The Contractor must provide the number of the cellular telephone to Government personnel when requested.

**B8 Reserved**

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements and Authority**

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

**B10 Pilot Qualifications**

**B10.1 General.**

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

**B10.2 Minimum Qualifications.**

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

**B10.2.1** An FAA commercial pilot certificate or higher, with a rotorcraft-helicopter rating.

**B10.2.2** An instrument helicopter rating or an airline transport pilot (ATP) certificate with a category and class rating for the make and model helicopter offered, not limited to VFR.

**B10.2.3** A minimum of a current second-class medical certificate, issued in accordance with 14 CFR Part 67.

**B10.2.4** An FAA competency check, completed in accordance with 14 CFR Part 135.293 in the same make and model as the contract aircraft.

**B10.2.5** An agency flight evaluation, to be flown at the COTR's discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation, at no expense to the Government.

**B10.2.6** Proficient operation of all equipment identified in Section B (e.g., FM Radio, GPS,). The agencies may require pilots to demonstrate this proficiency during an evaluation flight.

**B10.2.7** Minimum PIC time accumulated as follows:

(a) 1,500 hours . . . in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.
(c) 100 hours . . . in the weight class of the helicopter offered. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - 7,000 pounds up to 12,500 pounds; "large" - over 12,500 pounds.
(d) 100 hours . . . in turbine engine helicopters.
(e) 50 hours . . . in the same make and model as the contract helicopter. Pilot flight hour requirements in make and model may be reduced by 50 percent, if the pilot shows evidence of having satisfactorily completed the manufacturer's approved ground school and flight check in the same make, model, and series as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.).
(f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months.
(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours . . . in over water operations in the same make and model as the contract helicopter.
(i) 10 hours . . . in typical terrain and environmental conditions in the make and model helicopter offered. Defined as "terrain and conditions" similar to that in which the aircraft will operate during the contract period.

**B11 Personnel Duty Limitations**

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

## SECTION B – TECHNICAL SPECIFICATIONS

### B12 Flight Crewmembers' Duty and Flight Limitations

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

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

B12.1.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

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

B12.2 Flight limitations.

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

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

B12.2.3 Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

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

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

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

B12.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty

period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### B13 Mechanic Requirement

A mechanic (other than the pilot) must maintain the aircraft in accordance with the Contractor's FAA-approved maintenance program. The mechanic does not need to remain at the designated base, but be available when aircraft maintenance is required or needed.

### B14 Mechanic Qualifications

Any mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below.

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining helicopters (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained a helicopter of the same make and model as the contract helicopter under "field" conditions for at least one (1) full season. (A mechanic who has maintained the helicopter away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI NBC-Aviation Management-approved Contractor's training program for the same make and model of contract helicopter or show evidence that he/she has 12 months' maintenance experience on a helicopter of the same make and model as the contract aircraft.

### B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

## SECTION B – TECHNICAL SPECIFICATIONS

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 “Duty time” includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B15.4 The mechanic is responsible for keeping the Government apprised of his/her duty limitation status.

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B15.6 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations will apply.

**B16 Reserved**

**B17 Reserved**

**B18 Reserved**

### OPERATIONS

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

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

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

B19.4 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B19.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B19.5.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B19.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.5.3 The pilot does not accomplish scheduled maintenance, such as 50- and 100-hour inspections.

#### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location/use of the following:

- a. Emergency locator transmitter;
- b. First aid/ survival kits;
- c. Personal protective equipment; and
- d. Liferaft.

B20.3 Dual controls must be removed or deactivated prior to contract performance. The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

B20.4 Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

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B20.5 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset; or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.8 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and/or securing the doors.

B20.9 Smoking will not be allowed in the aircraft.

B20.10 The pilot must remain at the flight controls while rotors are turning with the following exception. For post-flight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

B20.11 **Item 2 Only.** Water sampling operations will be conducted through an opened or removed door.

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

The Contractor will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.

B21.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational

environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B21.1.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

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

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE) for Flight Operations**

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

B22.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.1.1 The contractor shall provide and maintain a total of six flight helmets for passengers. The sizes to be provided by the contractor are: 2 extra large; 2 large, and 2 medium. These helmets shall meet the requirements of B22.1.2. Note: Helmets designed for use in fixed-wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B22.1.2 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B and the HGU-56P manufactured by Gentex, the Alpha 200, Alpha

## SECTION B – TECHNICAL SPECIFICATIONS

400 and Alpha Eagle (900) manufactured by Interactive Safety Products and the MSA Gallet LH050 (single inner visor), LH150 (single outer visor) and the LH250 (dual visor--one inner and one outer).

B22.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Clothing must contain labels identifying the material either by brand name or military specification.

B22.3 Flotation/survival vests shall be worn by all occupants when flying beyond power-off gliding distance to shore.

B22.3.1 A flotation/survival vest shall be provided by the Contractor for each seat available in the helicopter. Automatic inflation (water-activated) PFD's are not authorized. The provisions and/or contents of this vest shall be as follows:

- (a) Meet requirements of TSO-C13f type 1 or equal.
- (b) Water-activated light attached to vest TSO-C85a.
- (c) Dye marker.
- (d) Whistle or other Coast Guard-approved noise device.
- (e) Mirror for signaling.

B22.3.2 A flotation/survival vest shall be provided for the pilot. The contents of this vest shall be as follows:

- (a) All the contents of subsection B22.3.1 above.
- (b) One FAA-approved ELT type S or FCC-approved EPIRB Class B. This shall be of a size that allows the ELT/EPIRB to be carried on the flotation/survival vest and shall not impede egress from the aircraft.
- (c) Two flares for nighttime distress signaling.
- (d) Two smoke markers for daytime distress signaling.

Note: The flotation/survival vests used satisfactorily in the past have been assembled from components (i.e., durable nylon mesh vest with an inner flotation device, pockets available in the vest allowed for required equipment storage, etc.) available from a variety of marine survival equipment suppliers.

### B23 PPE for Ground Operations

B23.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B23.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat or flight helmet with

chinstrap fastened, hearing and eye protection. Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

### B24 Reserved

### B25 Fuel and Servicing Requirements

B25.1 General.

Note: Commercial fuel is available at the Linden Airport, Linden, NJ (Phone # 908-862-5557)

B25.1.2 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

### B25.2 Fueling Operations

B25.2.1 Rapid refueling is required on this contract when requested by the Government. Contractor must have a program for rapid refueling of helicopters in accordance with *NFPA 407: Aircraft Fuel Servicing*, chapter 5, section 21. *NFPA 407 5-21.2(b)\**; however, Government personnel are not on board the aircraft during any refueling operations.

B25.2.2 The NFPA fuel-handling handbook must be used as a guide. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.2.3 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.4 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## AIRCRAFT MAINTENANCE REQUIREMENTS

### B26 General - Maintenance

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

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

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

## SECTION B – TECHNICAL SPECIFICATIONS

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

### **B28 Manuals/Records**

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

B28.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's Procedures Manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

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

### **B29 Maintenance**

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

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

B29.3 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR.

B29.4 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

### **B30 Maintenance Test Flight**

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

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

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

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

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

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

### **B32 Weight and Balance**

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

## **SECTION B – TECHNICAL SPECIFICATIONS**

### **B33 Turbine Engine Power Assurance Checks**

On the first day of operation and no more than each 10 hours of operation thereafter, the Contractor must perform a power assurance check in accordance with the helicopter flight manual (Pilot's Operating Handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**CONTRACT CLAUSES**

**C1 52.212-4 Contract Terms and Conditions – Commercial Items (JUN 2010)  
[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.

he 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

(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, t

invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

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

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

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

(i) *Payment.* –

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

(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 <http://www.ccr.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 (NOV 2011)**

(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)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(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:

(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 (Jul 2010) (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) 52.209-10, 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).

(8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(9) 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).

(10) [Reserved]

(11) (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).

(12) (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.

(13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

(14)(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.

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

(16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

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

(18)(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.

(19) 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).

(20) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2)).

(23) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

(24) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

(25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(29) 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).

(30) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(33) 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.)

(34)(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.)

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(35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(36)(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.

(37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(38) 52.225-1, Buy American Act-Supplies (FEB 2009) (41 U.S.C. 10a - 10d).

(39)(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.

(40) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(41) 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).

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

(43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(44) 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)).

(45) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(47) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(49) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(50)(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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

(iii) [Reserved.]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212);

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

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

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

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

(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## ADDENDA TO CONTRACT TERMS AND CONDITIONS

### C3 Inspection/Acceptance (52.212-4(a))

The following is added:

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

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

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

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

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

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

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.10.

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### C3.5 Equipment

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

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

### C3.6 Personnel

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

C3.6.1.1 The COTR's representative will conduct a pilot flight evaluation to further verify that pilot's ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in accordance with the applicable Interagency Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

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

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

C3.6.1.4 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Low-level flight (within 500' of the surface)  
Resource reconnaissance  
Water landings - floats or hull (helicopter)

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

C3.9.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.10.

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

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

### C3.10 Reinspection Expenses

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

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

### **C4 Taxes, 52.212-4(k).**

The following is added:

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

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

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on

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Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

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

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

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

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

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

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

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the

services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

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

### C5 Invoice Submission

C5.1 The Contractor shall make electronic payment invoice requests through a controlled Department of the Interior (DOI) electronic invoicing and reporting system. An electronic report will be initiated by the Contractor documenting daily services provided as set forth by the contract, and when submitted for payment becomes the Contractor's invoice. More specific invoicing information will be provided at time of contract award.

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

C5.3 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration. Services provided must be shown on a daily basis.

### C5A Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (SEPT 2011)

(Note: IPP will begin on October 1, 2012)

C5A.1 Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

C5A.2 "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>.

C5A.3 Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice.

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AMD-23E, Aircraft Use Report  
Supporting receipts, invoices, or documentation

C5A.4 The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

C5A.5 If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### GENERAL CONTRACT TERMS AND CONDITIONS

#### C6 Contractor Personnel Security Requirements

C6.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C6.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

#### C7 52.232-18 Availability of Funds (APR 1984)

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

#### C8 Aircraft Insurance

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

#### C9 AQD Services Greening Clause

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

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

#### C10 Notice of Contractor Performance Assessment Reporting System (July 2010)

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

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

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

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor

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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.

### **C10.1 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of

the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

### **C11 Prework Meeting**

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

### **C12 1452.201-70 Authorities and Delegations (SEP 2011)**

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

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

EPA COR: Helen Grebe, (732) 321-6797

(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;

## SECTION C – CONTRACT TERMS AND CONDITIONS

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor’s right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR’s appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer’s response issued under paragraph (e) of this clause.

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

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

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

### C13 Contract Pricing

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

## ADMINISTRATIVE MATTERS

### C14 Personnel Conduct

#### C14.1 Replacement of Contractor Personnel

C14.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager’s rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C14.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C14.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

#### C14.2 Suspension of Pilot

C14.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C14.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C14.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot may be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C14.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

### C15 Safety and Accident Prevention

C15.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C15.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C15.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with

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

C15.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C15.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

### C16 Mishaps

#### C16.1 Mishap Definitions

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

C16.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C16.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C16.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C16.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C16.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C16.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

#### C16.2 Mishap Reporting

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

C16.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C16.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

#### C16.3 Forms Submission

C16.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C16.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

#### C16.4 Pilot Suspension

See Suspension of Pilot clause C14.2.

#### C16.5 Preservation Requirements

C16.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C16.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

#### C16.6 Mishap Investigations

C16.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C16.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft

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

### C16.7 Costs Related to Investigation

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

### C16.8 Rescue and Salvage Responsibilities

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

### C17 Economic Price Adjustment - Fuel

C17.1 During the contract period, including option years, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C17.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C17.3 **Base Price.** The base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) at or near the designated base around the time the solicitation is issued.

#### C17.3.1 Fuel Price Information.

Jet-A Fuel - \$5.464 per gallon  
Fuel Source: Linden Air Services, Linden Airport, NJ  
(908) 862-5557

C17.4 **Reference Price.** The reference price will be the commercial fuel price in effect at the time of economic price adjustment. The reference price will be obtained from the same source as the base price. The reference price will become the base price for the subsequent adjustment.

C17.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit.

C17.5.1 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies

the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price will apply to flight time occurring after receipt of said notice.

C17.6 Fuel price adjustments will be subject to review by the CO.

## CONTRACT PERIOD AND RENEWAL

### C18 Contract Period

C18.1 The initial contract term will be for one year from the date of contract award. The Government may extend the contract's term up to four additional years.

C18.2 The annual performance period is 110 calendar days. The performance period will start on May 21st and end on September 7th each year, unless the CO or COR issues a Notice to Proceed (NTP) to change the starting date. The CO or the COR shall issue a NTP at least 20 calendar days in advance of the revised starting date.

### C19 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to C7, FAR 52.232-18 Availability of Funds.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### C20 Limitations on Subcontracting Report (JAN 2012) (NBCM-ACQ-6900-053)

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 contract performance. The report shall be submitted for the period beginning on the date of contract through the first of the month (June or December), and shall be in the following format:

Date of Report:  
Period Being Reported: Date of Contract Award through \_\_\_\_\_.

Total Contract Costs\*:  
Total Contract Costs\* Performed/Provided by Prime:  
Total Contract Costs\* Subcontracted:  
Percentage Performed/Provided by Prime:  
Percentage Performed/Provided by Subcontractors:  
Certified By:  
Date Certified:

## SECTION C – CONTRACT TERMS AND CONDITIONS

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.)

### C21 Reserved

## AVAILABILITY REQUIREMENTS

### C22 Availability Requirements

During the performance period, the Contractor must be in compliance with all contract requirements and available and capable of providing service as scheduled by the Government. Personnel must be available as scheduled by the Government.

### C23 Aircraft Availability

C23.1 The contract aircraft and personnel shall be available for the Government's use six days per week, Monday through Saturday, including holidays that may fall on a Monday through Saturday, from May 21st through September 7th. The aircraft is not required to be available on Sundays.

C23.2 **Item 1 Aircraft Availability.** The aircraft shall be available for the commencement of flight operations between 7:00am and noon. If flight has not commenced by noon, the aircraft shall be considered released for the remainder of that day. The Government, at its discretion, may release the aircraft prior to noon.

### C23.3 Item 2 Aircraft Availability.

C23.3.1 For days where only resource surveys are scheduled, the aircraft shall be available for the commencement of flight operations between 7:00am and noon. If flight has not commenced by noon, the aircraft shall be considered released for the remainder of that day. The Government, at its discretion, may release the aircraft prior to noon.

C23.3.2 For days when both a floatable survey and water sampling are scheduled, the aircraft shall be available for the commencement of flight operations between 7:00am and 4:00pm (9 hours). If flight has not commenced by 4:00pm, the aircraft shall be considered released for the remainder of that day. The Government, at its discretion, may release the aircraft prior to 4:00pm.

C23.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### C24 Scheduling Operations

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service as directed by the Government. The COR and Contractor should schedule water sampling flights at least 48 hours in advance.

### C25 Maintenance During Availability Period

C25.1 The COR may approve a Contractor's request to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. Approval to remove the aircraft from service shall be wholly at the discretion of the Government. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C25.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, and (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

### C26 Unavailability and Damages

C26.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C26.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere, charge the Contractor for any resulting excess costs, and/or reduce the number of guaranteed hours in the schedule. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

## MEASUREMENT AND PAYMENT

### C27 Daily Availability

Daily availability of service will not be measured for payment purposes under this contract, but will be paid indirectly under the flight rate. Availability hours are monitored for the purpose of ensuring compliance with crew duty limitations, unavailability reductions and payment of extended availability, if applicable. As a minimum guarantee, the Government agrees to pay for the number of guaranteed flight hours set forth in Section A, subject to any reductions due to unavailability.

## SECTION C – CONTRACT TERMS AND CONDITIONS

Unflown guaranteed flight hours should be billed upon conclusion of the performance period. The Government will pay flight hours as actual flight services are provided and submitted on invoice forms, but will not pay for flight hours in advance.

C24.1 At the Government's option, the total hourly guarantee specified in Section A will be reduced by one flight hour that service is listed unavailable. The guarantee will not be reduced for any day during which one or more hours of ordered flight are performed.

C24.2 The Government also will pay the specified hourly rate for flight hours ordered and provided that exceed the guaranteed hours specified in Section A.

### **C28 Flight Time**

C28.1 Measurement of Flight Time. Flight time will be measured from lift-off to touchdown in hours and tenths. Flight time will be measured by means of an approved electrical time recorder, as required in Section B.

C28.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A.

C28.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C28.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

### **C29 Mobilization/Demobilization**

C29.1 The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A.

### **C30 Reserved**

### **C31 Government Miscellaneous Charges**

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

### **C32 Contract Exhibits**

The following exhibits are made a part of the contract:

#### Section B

- Exhibit 1 - Standard Interagency Load Calculation Method and Form (2 pages)
- Exhibit 2 - Helicopter Fuel Consumption and Weight Reduction Chart
- Exhibit 3 - Unacceptable Lap Belt and Should Harness Conditions.
- Exhibit 4 - Acceptable Paint Schemes
- Exhibit 5 - First Aid and Survival Kits
- Exhibit 6 - Drawing FS/AMD A-17
- Exhibit 7 - Helicopter Like Make and Model

#### Section C

- Exhibit 8 - Statement of Equivalent Rates for Federal Hires
- Exhibit 9 - Wage Determination

SECTION B – TECHNICAL SPECIFICATIONS

**EXHIBIT 1**

Page 1 of 2

**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM**

<b>INTERAGENCY HELICOPTER</b> <b>LOAD CALCULATION</b> AMD-67/FS 5700 (10/06)		MODEL	
		N#	
PILOT(S)			DATE
MISSION			TIME
1 DEPARTURE	PA	OAT	<input type="checkbox"/>
2 DESTINATION	PA	OAT	<input type="checkbox"/>
3 HELICOPTER EQUIPPED WEIGHT			
4 FLIGHT CREW WEIGHT			
5 FUEL WT ( _____ gallons X _____ lb per gal)			
6 OPERATING WEIGHT (3 + 4 + 5)			
	Non-Jettisonable		Jettisonable
	HIGE	HOGE	HOGE-J
7a PERFORMANCE REF (List page/chart from FM)			
7b COMP GROSS WT (FM performance section)			
8 WT REDUCTION (Req for all non-jettisonable)			
9 ADJUSTED WEIGHT (7b minus 8)			
10 GROSS WT LIMIT (FM limitations section)			
11 SELECTED WEIGHT (Lowest of 9 or 10)			
12 OPERATING WEIGHT (From line 6)			
13 ALLOWABLE PAYLOAD (11 minus 12)			
14 PASSENGERS/CARGO MANIFEST			
15 ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.			
PILOT SIGNATURE			
MGR SIGNATURE	Hazmat Yes ___ No ___		

SECTION B – TECHNICAL SPECIFICATIONS

EXHIBIT 1 - Page 2 of 2

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (Continued)

Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ( $\pm 1,000'$  in elevation or  $\pm 5^\circ\text{C}$  in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

**1. Departure.** Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

**2. Destination.** Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of  $2^\circ\text{C}/1,000'$  to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

**3. Helicopter equipped weight.** Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

**4. Flight crew weight.** Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

**5. Fuel weight.** Number of gallons on board **X** the weight per gallon (**jet fuel = 7.0 lb/gal**; AvGas = 6.0 lb/gal).

**6. Operating weight.** Add items 3, 4 and 5.

**7a. Performance references.** List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

**7b. Computed gross weight** Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual **hover performance** charts using the pressure

altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

**8. Weight reduction.** The Government weight reduction is required for all “non-jettisonable” loads. The weight reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

**9. Adjusted weight.** Line 7b minus line 8.

**10. Gross weight limitation.** Enter applicable gross weight limit from **limitations section** of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

**11. Selected weight.** The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the flight manual must not be exceeded.

**12. Operating weight.** Use the value entered in line 6.

**13. Allowable payload.** Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

**14. Passengers and/or cargo.** Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

**15. Actual payload.** Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

**Both the pilot and helicopter manager must review and sign the form.** Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 2**

**HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART**

		<b>Fuel Consumption</b>	<b>Load Calculation</b>
		<u><b>Gallon/Hour</b></u>	<u><b>Weight Reduction-Lb</b></u>
<b>EUROCOPTER</b>	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B/350BA	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1/355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-120	31	NOT ESTABLISHED
	EC-130-B4	53	NOT ESTABLISHED
	EC-135	64	220
	EC-145	80	NOT ESTABLISHED
EC-155B1	95	NOT ESTABLISHED	
EC-225	183	NOT ESTABLISHED	
<b>BELL</b>	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	86	200
	204 Super B	90	200
	205A-1	88	260
	205A-1++	90	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 C30P)	38	180
	206L-4	38	180
	210	90	260
	212	100	390
	214B	160	380
	214B1	145	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
	UH-1B	86	N/A
	UH-1B Super	88	N/A
	UH-1F	88	N/A
	UH-1H (-13 engine)	88	N/A
	UH-1H (-17 engine)	90	N/A
TH-1L	88	N/A	

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 2 (Cont.)**

<b>MD</b>	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
<b>HILLER</b>	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
<b>SIKORSKY</b>	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A
	S-76C+	90	NOTESTABLISHED
	S-92	178	NOTESTABLISHED
<b>ROBINSON</b>	R-44	15	75

"A" after the gallons indicates Avgas; all others are turbine.

5/10

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 3**

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

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

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 4**

**ACCEPTABLE PAINT SCHEMES**

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

<b>W</b>	<b>Y</b>	<b>W</b>	<b>Y</b>	<b>W</b>	<b>HUB</b>	<b>W</b>	<b>Y</b>	<b>W</b>	<b>Y</b>	<b>W</b>
<b>1/6</b>	<b>1/6</b>	<b>1/6</b>	<b>1/3</b>	<b>1/6</b>		<b>1/6</b>	<b>1/3</b>	<b>1/6</b>	<b>1/6</b>	<b>1/6</b>

2. One black and one white blade (two-bladed rotor systems).
3. Paint schemes previously approved under a U.S. Forest Service or Department of the Interior, NBC, Aviation Management contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 5**

**FIRST AID AND SURVIVAL KITS**

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

**Minimum First Aid Kit Items**

Each kit must be in a dust-proof and moisture-proof container.  
The kit must be readily accessible to the pilot and passengers.

Item	Passenger Seats	Passenger Seats
	0-9	10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
	2 pair latex gloves	
	1 face shield	
	1 mouth-to-mouth barrier	
	1 protective gown	
	2 antiseptic towelettes	
	1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

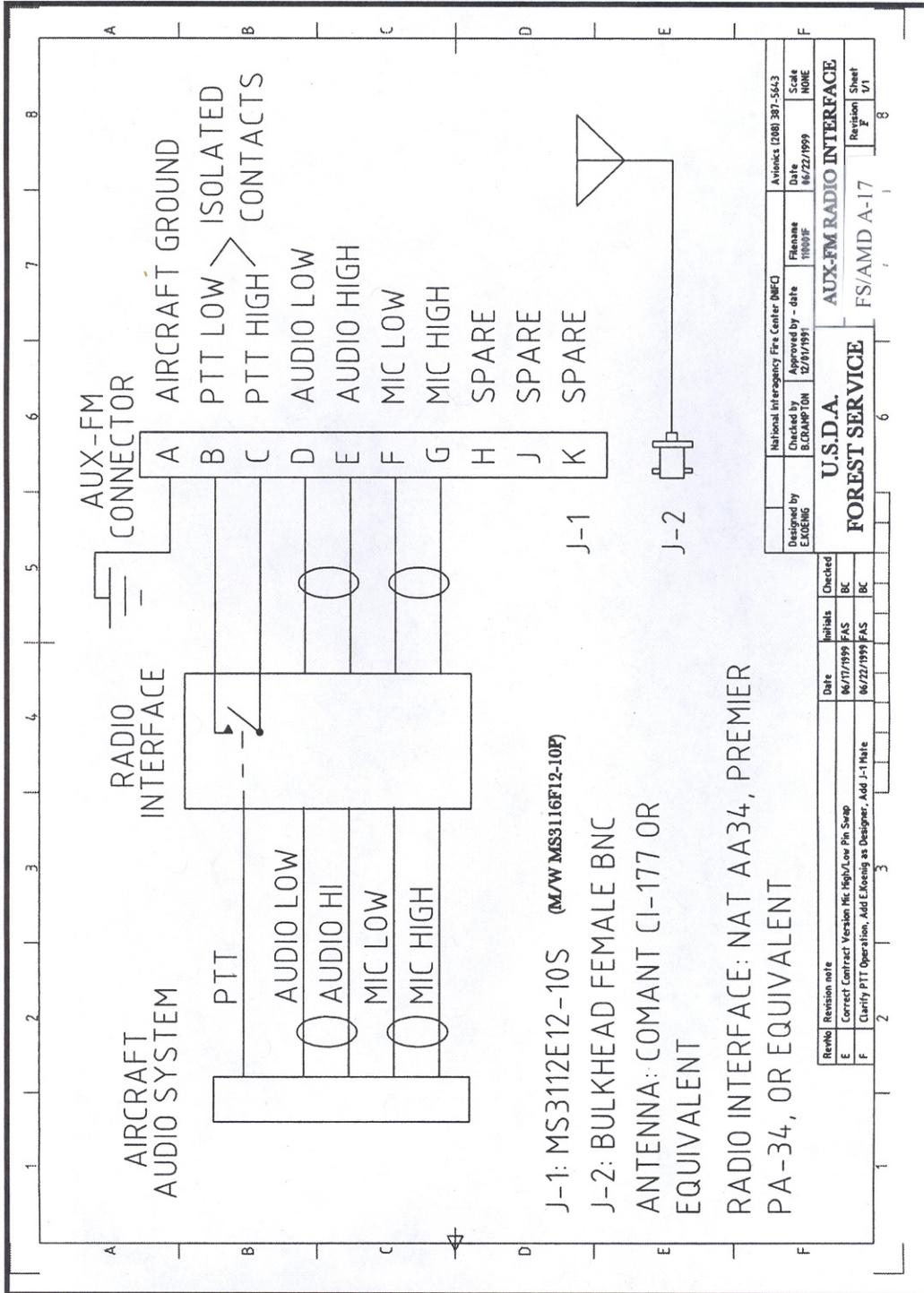
**Minimum Aircraft Survival Kit Items**

- Fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.)
- Magnesium fire starter
- Laser rescue light
- Signal mirror
- Signal flares (6 each) (non-marine signal flares)
- Space blankets (one per occupant)
- Candles
- Whistle
- One knife (includes “multi-tools” with knives)
- Wire saw, axe, hatchet, or machete
- Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)
- Collapsible water container (sealing clear plastic bags(s))
- Water purification tablets
- Water (one quart per occupant required except when operating over areas with adequate drinking water)
- Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day)
- If Automated Flight Following (AFF) is not installed in the aircraft, the Contractor must have at least one of these three items:
  - Satellite phone
  - 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT
  - Handheld UHF or VHF radio

SECTION B - TECHNICAL SPECIFICATIONS

EXHIBIT 6

DRAWING FS/AMD A-17  
Auxiliary FM Radio Interface



Avionics (288) 387-5543	Scale	NONE
Date	8/22/1999	
File name	110009F	
Checked by	B. GRAMPON	
Approved by - date	12/01/1991	
National Interagency Fire Center (NIFC)		
<b>U.S.D.A. FOREST SERVICE</b>		
<b>AUX-FM RADIO INTERFACE</b>		
FS/AMD A-17		
Revision	Sheet	8
F	VI	

RevNo	Revision note	Date	Initials	Checked
E	Correct Contract Version Hic High/Low Pin Swap	8/17/1999	FAS	BC
F	Clarify PTT Operation, Add E. Koenig as Designer, Add J-1 Male	8/22/1999	FAS	BC

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 7**

**HELICOPTER LIKE MAKES AND MODELS**

<b>Make</b>	<b>Model</b>
Agusta	109
Bell	47 Series (All Recips)
Bell	47 Series Soloy
Bell	206A, 206B, 206BIII
Bell	206L, 206L-1, 206L-3, 206L-4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412,
Bell	214
Boeing	BV 107, BK 107
Boeing	BV 234, CH 47 Series
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA 315, SA 316, SA 319 (Alouette/Lama)
Eurocopter	SA 318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS 355 Series (Twin Star)
Eurocopter	SA 341 (Gazelle)
Eurocopter	SA 360
Eurocopter	SA 365 (Dauphin)
Eurocopter	AS 330, 332 (Puma)
Eurocopter	MBB 105 Series
Eurocopter	BK 117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH 1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweizer	330
Kaman	H 43 Series
Kaman	K1200
Sikorsky	S-55, H19 (Recip), S-55T
Sikorsky	S-58, H34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61, Series
Sikorsky	S-64
Sikorsky	S-76, Series
Sikorsky	S-70, UH-60 Series

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competencies.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

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

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

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR OCCUPATION IDENTIFIED ABOVE

1. Health & Welfare: \$3.59 per hour or \$143.60 per week or \$622.27 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)
3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

## SECTION D--INSTRUCTIONS TO OFFERORS

### SECTION D – INSTRUCTIONS TO OFFERORS

#### D1 General Information

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

#### D4 52.212-1 Instructions to Offerors--Commercial Items (JUN 2008) (Tailored)

D4.1 The NAICS code for this acquisition is 481211 - Other Nonscheduled Chartered Passenger Air Transportation, and the small business size standard is 1,500 employees.

D4.2 Proposal Volumes. A proposal shall consist of two separate volumes.

D4.2.1 Volume I. Volume I is the Price Proposal. Submit one original and one copy.

D4.2.2 Volume II. Volume II is the Technical Proposal. Submit one original and three copies.

D4.2.3 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

D4.2.3.1 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)**

D4.3 **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 **both schedule of prices** for Item 1 and Item 2 from Section A of this solicitation. The price schedules 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.

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

## SECTION D--INSTRUCTIONS TO OFFERORS

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 Offeror's Capability Information.** The Government will assess the performance risk associated with an offeror's evaluated capability to perform the project identified in this solicitation. The Government will assess the capability of each offeror on the basis of the following capability subfactors: Technical Capability, Organizational Past Performance, and Organizational Experience. (Important: Additional instructions may be included within some of the forms attached after Section E.)

**D4.4.3.1 Technical Capability.** The offeror shall include a completed **Offeror's Technical Capability Form** from Section E in its technical proposal. Provide a brief overview of your company. Discuss the capabilities of your company to fulfill the Government's requirements described in the solicitation. Discuss your understanding of the inherent risks posed by the requirements of the solicitation.

**D4.4.3.1.1 Technical Capability of the Offered Aircraft.** The offeror shall include a completed **Aircraft Questionnaire Form** from Section E for each helicopter to be utilized under the contract. Describe the proposed helicopter and how it will fulfill the Government's requirements.

**D4.4.3.2 Organizational 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 subcontract; (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.

**D4.4.3.3 Organizational Experience.** Experience is the opportunity to learn by doing. The Government will evaluate each offeror's experience on the basis of its breadth, its depth, and its relevance to the work described in this solicitation.

**D4.4.3.4 Experience and Past Performance Form.** The offeror shall provide information about its organizational experience and past performance by completing the Experience and Past Performance Form in Section E for referenced projects or contracts and include the forms in the technical proposal. Discuss contracts undertaken by the offeror (or under joint ventures) for work related to or of a similar nature as required by this solicitation. 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 on all relevant contracts and/or subcontracts for the past 3 years.

**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

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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 Internet at <http://www.ccr.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 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 an offeror's capability is considered to be significantly more important than price. The relative importance to be placed on offeror 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 offeror 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,

## SECTION D--INSTRUCTIONS TO OFFERORS

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 FAR 15.305, 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 Offeror's Capability and Total Evaluated Price.

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

D6.5.1 Offeror's Capability is three times more important than Total Evaluated Price.

D6.5.2 The three subfactors within Offeror's Capability (Technical Capability, Organizational Past Performance, and Organizational Experience) are of equal importance.

D6.5.3 Individually, each of the three subfactors within Offer's Capability is of equal importance to 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 Central Contractor Registration**

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

### **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."

(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

## SECTION D--INSTRUCTIONS TO OFFERORS

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 D12PS00010, 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 --

(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,

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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 (NOV 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (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 <http://orca.bpn.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 on ORCA.]*

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

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

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

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

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

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

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

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

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

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

(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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil

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

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 if the contract period is less than a month) servicing the Government contract; and

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

(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](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State

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

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 10 – Offeror’s General Information Form

Exhibit 11 – Offeror’s Technical Capability Form

Exhibit 12 – Aircraft Questionnaire Form

Exhibit 13 – Past Performance and Experience Form

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

**EXHIBIT 10**

**Offeror’s General Information Form**

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

**EXHIBIT 11**  
**Offeror's Technical Capability Form**

**NAME OF OFFEROR:** \_\_\_\_\_

**READ CAREFULLY:** The purpose of this form is for the offeror to provide information on how the offeror will perform the scope of work described in the solicitation. Use this form to address your familiarity with the Scope of Work described in the specifications. Provide the information by typing or printing legibly or attaching separate sheets.

1. Provide a brief overview of your company.
  2. Describe any management, safety, and quality awards or industry certifications that may indicate the offeror possesses a high-quality process for the safe performance of the work described in the solicitation.
  3. Discuss your familiarity with the requirements of the solicitation, any inherent risks posed by the requirements, and how you'll deal with them. (i.e. Low level, overwater, operations which require fixed and/or pop-out floats.)
- 

(Use this page as the first page of your capability information, attach other pages as needed.)

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

**EXHIBIT 12 - AIRCRAFT QUESTIONNAIRE FORM**

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

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

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

**Minimum Helicopter Requirements (Item 1):**

Seating: Four (4) insured passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated.

Payload: Internal payload (HOGE) of 400 pounds at 26 degrees C at 1,000 feet pressure altitude using a pilot weight of 200 pounds, a 25-pound survival kit and fuel for 1.9 hours.

Powerplant: Turbine engine(s)

Floats: For single engine aircraft: fixed floats or popout floats  
For twin engine aircraft: fixed or popout floats

Payload amounts shall be computed by using the Government’s Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under the Exhibits along with the offered aircraft’s applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide.

**Additional Minimum Helicopter Requirements for Item 2, which includes water sampling:**

Aircraft Type: Aircraft must be of a type where water sampling through the door opening can be performed.  
Water sampling capability from the offered aircraft will be evaluated by the Government.

Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats (excludes pilot seat)

**Aircraft Equipped Weight** (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)

<u>Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below</u> (If none, indicate NONE)	<u>Equipment to be Added to Meet the Aircraft Specifications Requirements</u> (If none, indicate NONE)
<b>EQUIPMENT ITEM</b>	<b>EQUIPMENT ITEM</b>
<b>WEIGHT</b>	<b>WEIGHT</b>

<u>Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below</u> (If none, indicate NONE)	<u>Equipment to be Added to Meet the Aircraft Specifications Requirements</u> (If none, indicate NONE)
<b>EQUIPMENT ITEM</b>	<b>EQUIPMENT ITEM</b>
<b>WEIGHT</b>	<b>WEIGHT</b>

**ENTER YOUR PROPOSED HOGE AIRCRAFT PAYLOAD.** The aircraft make, model and HOGE payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.

**NOTE**

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

- (1) Latest aircraft weight and balance report,
- (2) Aircraft equipment list,
- (3) Aircraft appropriate hover ceiling charts used to arrive at the above payload.

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

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

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

