

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 54	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER D12PS00304		6. SOLICITATION ISSUE DATE 07/23/2012
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME John Hedeem			b. TELEPHONE NUMBER (No collect calls) 208-433-5016		8. OFFER DUE DATE/LOCAL TIME 08/29/2012 1500 MT
9. ISSUED BY DOI, National Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706			CODE D41	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 481211 SIZE STANDARD: 1,500			
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		CODE		16. ADMINISTERED BY DOI, National Business Center, AQD Suite 200 Division 4/ Branch 1 300 East Mallard Drive Boise ID 83706			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	This solicitation is for aircraft services to support the U.S. Fish and Wildlife Service's Pacific operations.  Offerors shall complete the Schedule in Section A.  Aircraft Services for Palmyra Atoll NWR.  <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.				<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     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

**TABLE OF CONTENTS**

**TABLE OF CONTENTS .....3**

**CONTRACT ACRONYMS.....5**

**SECTION A – REQUIREMENTS AND PRICES .....6**

A1 Item 1 Requirements .....6

A2 Schedule of Prices .....7

**SECTION B – TECHNICAL SPECIFICATIONS .....8**

**GENERAL REQUIREMENTS .....8**

B1 Scope of Contract .....8

B2 Certification.....8

B3 Order of Precedence - Specifications .....8

B4 Contract Documents .....8

**EQUIPMENT REQUIREMENTS .....8**

B5 Condition of Equipment .....8

B6 Aircraft Equipment Requirements .....9

B7 Avionics Requirements .....10

B8 Reserved .....12

**PERSONNEL REQUIREMENTS.....12**

B9 Pilot Requirements and Authority .....12

B10 Pilot Qualifications .....12

B11 Personnel Duty Limitations .....13

B12 Flight Crewmembers Flight and Duty Limitations.....13

B13-19 Reserved.....14

**OPERATIONS .....14**

B20 Pilot Authority and Responsibility .....14

B21 Flight Operations.....14

B22 Security of Aircraft and Equipment.....15

B23 Reserved .....15

B24 Special Permit Authorization for Transportation of Hazardous Materials .....16

B25 Fuel and Servicing Requirements.....16

**AIRCRAFT MAINTENANCE REQUIREMENTS.....16**

B26 General Maintenance.....16

B27 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs) .....16

B28 Manuals and Records .....16

B29 Maintenance .....17

B30 Maintenance Test Flight.....17

B31 Time Between Overhaul (TBO) and Life-Limited Parts .....17

B32 Weight and Balance.....17

**SECTION C – CONTRACT TERMS AND CONDITIONS ..... 18**

**CONTRACT CLAUSES ..... 18**

C1 52.212-4 Contract Terms and Conditions – Commercial Items (FEB 2012)..... 18

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAY 2012)..... 20

**ADDENDA TO CONTRACT TERMS AND CONDITIONS ..... 23**

C3 Inspection/Acceptance ..... 23

C4 Taxes ..... 24

C5 Aircraft Use Report..... 25

C5.A Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (SEP 2011)..... 25

**GENERAL CONTRACT TERMS AND CONDITIONS ..... 26**

C6 52.216-1 Type of Contract (APR 1984)..... 26

C6.A 52.216-22Indefinite Quantity (OCT 1995) ..... 26

C6.B 52.216-18 Ordering (OCT 1995)..... 26

C6.C 52.216-19 Order Limitations (OCT 1995)..... 26

C7 Contractor Personnel Security Requirements ..... 26

C8 Reserved..... 26

C9 Aircraft Insurance ..... 26

C10 Reserved..... 27

C11 Notice of Contractor Performance Assessment Reporting System (JULY 2010)..... 27

C12 Prework Meeting..... 27

C13 DIAR 1452.201-70 Authorities and Delegations (SEP 2011)..... 27

C14 AQD Services Greening Clause..... 28

C15 Limitation on Subcontracting Report (JAN 2012) ..... 28

**ADMINISTRATIVE MATTERS..... 28**

C16 Personnel Conduct ..... 28

C17 Safety and Accident Prevention ..... 29

C18 Mishaps ..... 29

C19 Economic Price Adjustment - Fuel ..... 30

**CONTRACT PERIOD AND RENEWAL ..... 31**

C20 Contract Period ..... 31

C21 52.217-8 Option to Extend Services (NOV 1999) ..... 31

**ORDERING AIRCRAFT SERVICES..... 31**

C22 Orders for Aircraft Services .....31

**AVAILABILITY REQUIREMENTS .....31**

C23 Availability Requirements.....31

C24 Unavailability and Damages.....32

**MEASUREMENT AND PAYMENT .....32**

C25 Flight Time .....32

C26 Mobilization/Demobilization .....32

C27 Additional Pay Items .....32

C28 Government Miscellaneous Charges .....32

**CONTRACT EXHIBITS.....32**

**SECTION D – INSTRUCTIONS TO OFFERORS .....39**

D1 General Information .....39

D2 Period for Acceptance of Offers.....39

D3 Multiple Offers.....39

D4 Instructions to Offerors--Commercial Items .....39

D5 Contract Award .....41

D6 Evaluation Factors for Award – Quality Predominance

.....41

D7 Data Universal Numbering System.....42

D8 Central Contractor Registration .....42

D9 Inquiries Regarding the Solicitation.....42

D10 Requirements for Certified Cost or Pricing Data and  
Data Other Than Certified Cost or Pricing Data.....42

D11 Notice of Award.....43

**SECTION E – OFFEROR'S REPRESENTATIONS,  
CERTIFICATIONS AND OTHER STATEMENTS .....44**

E1 Offeror Representations and Certifications—  
Commercial Items .....44

E2 Information Regarding Responsibility Matters .....48

E3 Certification Regarding a Felony Conviction Under any  
Federal Law or an Unpaid Federal Tax Liability .....48

**SOLICITATION EXHIBITS.....49**

## 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 Item 1 Requirements**

The primary purpose of this contract is for the transportation of U.S. Fish and Wildlife Service personnel and cargo between Honolulu, Hawaii and Palmyra Atoll National Wildlife Refuge utilizing an on-call airplane that is maintained and operated by the Contractor. See the contract exhibit "Project Description" for additional information.

ITEM    DESCRIPTION

<b>1</b>	<b>Aircraft Required:</b>	Multiengine turbine-powered airplane, extended over water, equipped as specified in Section B.
	<b>Bureau:</b>	U.S. Fish and Wildlife Service (FWS), Pacific Remote Islands Marine National Monument (PRIMNM).
	<b>Crew Complement Required:</b>	Pilot-in-Command (PIC) and Second-in-Command (SIC).
	<b>Designated Base:</b>	Honolulu International Airport (HNL), Honolulu, HI.
	<b>Performance Period:</b>	One base year and four individual option years.
	<b>Minimum Aircraft Requirements:</b>	Must have a Standard Airworthiness Certificate.  Certified under 14 CFR 23 or 25.  Ditch certified.  An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.  IFR/VFR, day/night.  Payload 1,100 lb; three (3) passengers plus cargo.  Range: 2,200 nautical miles (round trip Honolulu-Palmyra-Honolulu) with 45-minute fuel reserve.  Capable of operating from a 5,000 foot runway at sea level ISA +20°C as configured above. Palmyra (Cooper) Airport (PLPA, FAA Identifier: P16).
	<b>Target Aircraft:</b>	Combination load of passengers and cargo.  Payload 4,000 lb; sixteen (16) passengers plus cargo.  Cruise airspeed of at least 260 knots true airspeed at optimum altitude.

**SECTION A - REQUIREMENTS AND PRICES**

**A2 Schedule of Prices**

The offeror shall complete the shaded areas in the Schedule of Prices.

DESCRIPTION	PAY ITEM CODE	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>First Contract Year:</b>					
Hourly Flight Rate (Estimated)	FT	40	Hours	\$	\$
Additional Pay Items (Estimated)					\$ 5,000
<b>BASE YEAR – ESTIMATED TOTAL</b>					<b>\$</b>

<b>Second Year/First Option Year:</b>					
Hourly Flight Rate (Estimated)	FT	40	Hours	\$	\$
Additional Pay Items (Estimated)					\$ 5,000
<b>SECOND YEAR – ESTIMATED TOTAL</b>					<b>\$</b>

<b>Third Year/Second Option Year:</b>					
Hourly Flight Rate (Estimated)	FT	40	Hours	\$	\$
Additional Pay Items (Estimated)					\$ 5,000
<b>THIRD YEAR – ESTIMATED TOTAL</b>					<b>\$</b>

<b>Fourth Year/Third Option Year:</b>					
Hourly Flight Rate (Estimated)	FT	40	Hours	\$	\$
Additional Pay Items (Estimated)					\$ 5,000
<b>FOURTH YEAR – ESTIMATED TOTAL</b>					<b>\$</b>

<b>Fifth Year/Fourth Option Year:</b>					
Hourly Flight Rate (Estimated)	FT	40	Hours	\$	\$
Additional Pay Items (Estimated)					\$ 5,000
<b>FIFTH YEAR – ESTIMATED TOTAL</b>					<b>\$</b>

<b>ESTIMATED TOTAL CONTRACT VALUE – FIVE YEARS</b>					<b>\$</b>
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<b>Additional Pay Items:</b>	Overnight Stay* (Years 1-5)	Each Night	\$
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\*FWS may require the aircraft and crew to stay overnight.

The annual minimum guarantee is one round trip flight between Honolulu and Palmyra Atoll NWR (see C6.A).  
The annual maximum limit for services is 100 Flight Hours (see C6.A).

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The purpose of this contract is to obtain call-when-needed aircraft services for the transportation of personnel and/or cargo in support of natural resource management activities, search and rescue, aerial survey, administrative and related activities to support the U.S. Fish and Wildlife Service's (FWS) Pacific Remote Islands Marine National Monument (PRIMNM).

B1.1.1 Mandatory Orders for Aircraft Services. Providing aircraft services for Palmyra Atoll National Wildlife Refuge (NWR) is the primary purpose of the contract. The contractor must provide aircraft services in support of Palmyra Atoll NWR as scheduled by the Government. Christmas Island (Kiribati) is the nearest alternate landing location for Palmyra Atoll NWR.

B1.1.2 Orders for Aircraft Services for Other Pacific Locations. The Contractor is not required to provide aircraft services for other Pacific locations other than Palmyra Atoll NWR. However, the Contractor may elect to perform aircraft services for other Pacific locations. Only the Contracting Officer (CO) can negotiate with the Contractor and issue an order for aircraft services involving aircraft services for other Pacific locations (i.e. Midway Atoll NWR and other Hawaiian islands).

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 agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 Animal Strikes. The locations requiring aircraft services may have high numbers of a variety of birds. Bird populations may vary throughout the year, and flying behavior also may vary throughout the day and night. Other animals (i.e. crabs and turtles) also may be present on landing or taxi surfaces. The Contractor accepts the risks and consequences of animal strikes.

B1.5 Overnight Stays. The Government may order that the aircraft and crew overnight at a destination (see C22.6).

##### B2 Certification

B2.1 The Contractor shall hold a Title 14 of the Code of Federal Regulations (CFR) Air Carrier Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., airplane, multiengine, visual flight rules (VFR), instrument flight rules (IFR), day/night, passengers, and cargo, and Class II Navigation).

B2.2 Aircraft used on this contract shall be operated and maintained, by the Contractor, under provisions of 14 CFR 135 or 121 and carried on the list required by 14 CFR 135.63 or 121.685 unless otherwise authorized by the Contracting Officer (CO).

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

B2.4 The contract aircraft must be ditch certified in accordance with 14 CFR 25 or CAR 4b.

##### B3 Order of Precedence - Specifications

In the event of inconsistencies within the technical specification, the following order will be used in such resolution:

B3.1 Typed provisions of these specifications;

B3.2 Agency supplements and/or exhibits incorporated by reference;

B3.3 14 CFR incorporated by reference;

B3.4 Aircraft manufacturer's specifications; and

B3.5 Other documents incorporated by reference.

##### B4 Contract Documents

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

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

B5.1 Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

## SECTION B – TECHNICAL SPECIFICATIONS

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

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

### B6 Aircraft Equipment Requirements

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

B6.1 Current navigational publications are required, for the area of operations, to include: the Pacific Supplement and VFR sectional aeronautical charts; IFR charts and approach plates (Hawaii/Central Pacific coverage).

B6.2 A first aid kit containing at least the items specified in the First Aid and Oceanic Tropical Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.3 A survival kit containing at least the items specified in the First Aid and Oceanic Tropical Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance calculations. This survival kit and the life raft equipment required in B6.15 can be one and the same so long as both DOI and FAA standards are satisfied.

B6.4 Fire extinguisher(s) required by 14 CFR Part 135 or 121 for the purposes of this contract must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers*, or the Contractor's operations manual.

B6.5 Cabin heater/air conditioner with windshield defogger.

B6.6 Aircraft shall have FAA-approved shoulder harness equipped with inertia reel for both front seat positions. Shoulder straps and lap belt shall fasten with metal-to-metal, single-point, quick-release mechanism.

B6.7 One set of individual lap belts for each occupant.

B6.8 Two high visibility strobe lights (one above and one below the fuselage) or a wingtip and tail strobe system. This

system will be independent of the anti-collision light and on a separate switch.

B6.9 Aircraft shall have approved lighting for night operation in accordance with 14 CFR 91 including instrument lights.

B6.10 The aircraft shall be equipped with FAA-approved cargo tiedown provisions, cargo straps, and cargo tiedowns for cargo operations.

B6.10.1 Cargo restraint installation shall secure cargo from shifting or slipping through or under restraint.

B6.10.2 Cargo tiedown provisions shall conform to Advisory Circular (AC) 43.13-2A or other approved data.

B6.10.3 Cargo nets and straps shall not be attached to pilot and/or passenger seat structures.

B6.11 Regardless of any status as a public aircraft operation, if required by 14 CFR Parts 135 or 121, all aircraft furnished shall be equipped with a cockpit voice recorder and a flight data recorder.

B6.12 The aircraft shall be equipped with an oxygen system sufficient to provide oxygen to all passengers including the pilot and copilot in case of loss of cabin pressurization for 30 minutes.

B6.13 Survival vests.

B6.13.1 A personal floatation device (PFD) shall be provided for each passenger in the aircraft.

B6.13.2 The PFD shall have dual inflation bladders (TSO-C13f or equal).

B6.13.3 Water-activated light attached to vest (TSO-C85b).

B6.14 A floatation/survival vest shall be provided for the pilots. The contents of this vest shall be as follows:

B6.14.1 Dye marker.

B6.14.2 Whistle or other Coast Guard-approved noise device.

B6.14.3 Mirror for signaling.

B6.14.4 One ELT/406 EPIRB.

B6.14.5 Two flares for nighttime distress signaling.

B6.14.6 Two smoke markers for daytime distress signaling.

B6.15 Liferaft. The liferaft(s) specified by 14 CFR Part 135.167 or Part 121.339 shall be approved under TSO-C70a

## SECTION B – TECHNICAL SPECIFICATIONS

Type I and shall be a multiple tube design that provides full floor support in case of a failure of one of the tubes. The rated capacities shall be equal to or greater than the total number of occupants (pilots and passengers) required by the mission. A raft or rafts shall be carried in the main passenger cabin, readily accessible to the passengers; readily accessible for deployment from the main cabin door. All first aid and survival equipment should be located together in the aircraft making it easier for passengers and crew members to locate and deploy in an emergency. Each liferaft shall contain a 406MHz ELT. All additional equipment requirements of 14 CFR 135.167 shall be present. See B6.3 for additional survival equipment requirements.

### B7 Avionics Requirements

#### B7.1 General.

B7.1.1 The Contractor must furnish, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7.6. Detailed avionics systems performance requirements are listed in Avionics Operational Test Standards (copies available upon request from DOI AM Avionics or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.1.2 All aircraft must meet any FAA requirements for the aircraft type, the route(s) to be flown, and the requirements specified in 14 CFR Part 135.165, Radio and Navigation Equipment: Extended Over Water or IFR Operations.

#### B7.2 Avionics Installation and Maintenance Standards.

B7.2.1 The Contractor's avionics systems and their installation and maintenance must comply with all manufacturer's specifications and applicable Federal Aviation Regulations contained within 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

B7.2.2 The Contractor must adhere to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems," as well as AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation," is required.

B7.2.3 All of the Contractor's 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 have a VSWR of 3.0 to 1 or better.

B7.2.4 The Contractor must maintain the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system in accordance with the IFR requirements of 14 CFR Part 91.411 and must inspect and test said systems every 24 calendar months as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communication Systems.

B7.3.1 Two emergency locator transmitters (ELTs) must be furnished as follows:

B7.3.1.1 One survival type ELT (ELT/S) attached to the liferaft meeting the requirements of 14 CFR Part 135.167(c).

B7.3.1.2 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA and equipped with an external fixed-type antenna mounted atop the fuselage.

B7.3.2 VHF-AM aeronautical transceivers. Two VHF/AM (VHF-1, VHF-2) aeronautical transceivers, each operating in the 118.000 MHz to 135.975 MHz band, with a minimum of 720 channels in 25 kHz increments, and a minimum five watts carrier power output.

B7.3.3 Two HF-SSB/AM transceiver systems, meeting the requirements of 14CFR135.165, and complying with the requirements for flights in airspace governed by the International Civil Aviation Organization (ICAO). The following frequencies must be available:

B7.3.3.1 U.S. Fish & Wildlife Service frequencies of 5907.5 kHz, 8294.0 kHz, and 7760.0 kHz;

B7.3.3.2 U.S. Coast Guard frequencies: Emergency – 2182.0 kHz, and 5696.0 kHz.

B7.3.3.3 As with all other installed communication systems, the HF/SSB's must be integrated into the aircraft's audio control systems. The aircraft must be equipped with SEL/Call.

B7.3.4 Satellite Telephone System (SatPhone). The Contractor must install an Iridium-based SatPhone system whose installation must be FAA approved. The SatPhone handset or remote dialer must be cockpit-mounted in a location convenient for use by both the pilot and copilot/observer (Sattalk or equal).

B7.3.4.1 The SatPhone must be located in a position where both pilot and copilot may access the handset/dialer, and interfaced to their audio control systems.

B7.3.4.2 The SatPhone must include a "Speed Dial" capability, which may be pre-programmed with a minimum of six telephone numbers, via the cockpit-mounted handset/dialer.

B7.3.4.3 The SatPhone must be equipped with a TSO-C129a L-band antenna mounted atop the fuselage in such a

## SECTION B – TECHNICAL SPECIFICATIONS

manner as to provide the greatest possible view of the overhead hemisphere.

B7.3.4.4 The SatPhone may be an integral part of the AFF system described in B7.3.5 et. seq. below, using either the AFF system's Iridium communicator, or a separate communicator. If the SatPhone's communicator is also utilized for AFF, brief interruptions of AFF position reports are acceptable. In this case, the Contractor must ensure that all flight crew personnel are instructed regarding the possible conflict.

B7.3.5 One Iridium-based Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements, refer to <https://www.aff.gov>.

B7.3.5.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.5.2 AFF communications must be fully operational in all areas of operation under this contract, providing tracking in any such location at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

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

B7.3.5.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspeccs> with the same force and effect as if they were presented as full text herein.

### B7.4 Navigation Systems.

B7.4.1 Two VHF, VOR/LOC aeronautical navigation receivers (NAV-1, NAV-2) with indicators, each with a minimum of 100 navigation receive channels.

B7.4.2 Two Global Positioning Systems (GPS-1, GPS-2) certified under TSO-C129 (A1) for IFR en route navigation must be permanently installed in the aircraft. The GPS must reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. The GPS(s) must be interfaced to the aircraft's Flight Director System (and autopilot, if so equipped) to provide navigation information. Each GPS must have a database, not over 28 days old, covering all areas of operation.

B7.4.3 One glideslope (GS) system, with a minimum of 40 receive channels.

B7.4.4 One marker beacon receiver system with three-light indicator. The audio warning must be provided to the flight crew's earphones.

B7.4.5 One Automatic Direction Finder (ADF) receiver system, with indicator, covering the frequency range of 200 to 1,699 kHz as a minimum. NOTE: The ADF system is not required when both IFR GPS's above are operable.

B7.4.6 One Distance Measuring Equipment (DME) system, with a minimum of 200 channels.

## SECTION B – TECHNICAL SPECIFICATIONS

B7.4.7 One Horizontal Situation Indicator (HSI) system. The CDI must be interfaced to other aircraft systems so as to display VOR/LOC and GPS information on the CDI.

B7.4.8 One Radio Magnetic Indicator (RMI) with NAV-1/ADF/GPS on single needle, and NAV-2/ADF/GPS on double needle.

B7.5 Audio Control System(s). A complete audio control system with intercommunications system (ICS) must be installed for use by the pilot and copilot. The system must provide separate controls for selection of the receiver audio outputs and transmitter microphone/ PTT inputs of all installed radio systems, SatPhone, and a two-position minimum ICS for the flight crew. Separate audio level controls must be provided for each position above to adjust the output levels to their respective earphones.

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), maintained in accordance with the IFR requirements of 14 CFR Part 91.413 and inspected and tested every 24 calendar months.

B7.6.2 One Underwater Acoustic Beacon (UAB/"pinger") must be installed in the aircraft. The pinger must be water activated, mounted to the aircraft airframe, must meet or exceed the requirements of FAA TSO C-121, and must be maintained in accordance with the manufacturer's specifications (Dukane Corp. Models DK100, DK120, or equal).

B7.6.3 One Airborne Passive Thunderstorm Detection System, meeting the requirements of TSO-C110a, which must be mounted in the instrument panel in a location easily visible to the pilot.

B7.6.4 One Radar Altimeter with indicator, having a minimum altitude range of from 20 to 2000 feet, variable decision height selection, and decision height arrival aural warning (King KRA 10A or equal).

**B8 Reserved**

### PERSONNEL REQUIREMENTS

#### B9 Pilot Requirements and Authority

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

#### 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 Contracting Officer's Technical Representative's (COTR) discretion.

B10.2 Minimum Qualifications.

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

B10.2.1 Pilot (PIC) shall have an FAA Airline Transport Pilot certificate with a type rating for the contracted aircraft.

B10.2.2 Pilot (second-in-command (SIC)) shall have at least an FAA commercial pilot certificate with an instrument rating.

B10.2.3 Pilot (PIC) shall hold a current first-class medical certificate and the SIC shall have at least a second-class medical certificate issued under provisions of 14 CFR 67.

B10.2.4 Pilots shall provide evidence of satisfactorily passing FAA-required flight checks in accordance with 14 CFR 135 or 121 in the make and model offered for this contract. These flight checks must be kept valid for the duration of the contract period.

B10.3 Each pilot shall, at the discretion of the COTR, pass an agency flight evaluation in make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B10.3.1 Pilots shall display evidence of experience in using all equipment specifically identified in Section B for performance of contract work (HF radio, GPS, SatPhone, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. Pilots may use an abbreviated checklist.

B10.3.2 Pilots shall demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.

B10.3.2.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart.

B10.3.2.2 Install destination coordinates.

**SECTION B – TECHNICAL SPECIFICATIONS**

B10.3.2.3 Acquire distance/bearing information to a destination.

B10.3.2.4 Record as a waypoint, coordinates of various locations while en route to a primary destination.

B10.3.2.5 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B10.4 PICs shall have logged minimum flying time as pilot-in-command as follows:

(a) 3,000 hours...total in all aircraft.
(b) 2,000 hours...in airplanes.
(c) 200 hours...in category and class to be flown.
(d) 100 hours turbo prop or jet as appropriate.
(e) 50 hours PIC in make and model of aircraft to be used on this contract. (25 hours if the pilot has attended a formal training course which includes ground school for the make and model and a flight check.) (See B10.4.1)
(f) 500 hours...cross-country.
(g) 250 hours...in large airplanes (over 12,500 lb).
(h) 100 hours...night flying to include the recent flight experience requirements of 14 CFR 61.57(b).
(i) 75 hours...actual or simulated instrument flight time (including 50 hours in flight).
(j) 500 hours...total time or 100 hours...last 12 months extended overwater or oceanic flight operations operating long-range navigation equipment, flight operations calculating point-of-no-return (PNR) and point-of-equal-time (PET) values, and use of HF or other long-range communications equipment.
(k) 100 hours...in category in the last 12 months.
(l) 10 hours...in class in the preceding 60 days.
(m) 5 hours...in make and model in the preceding 30 days.

B10.4.1 A formal training course is a pilot course designed to increase the pilot’s proficiency in a specific make and model of aircraft. Any course proposed to meet the intent of this paragraph must be FAA approved and AMD accepted. AMD will evaluate each course on a case-by-case basis.

B10.5 Second-in-Command (SIC) shall have logged minimum flying time as follows:

a) 1,500 hours...as PIC in category.
b) 100 hours...in airplanes in the preceding 12 months.
c) 10 hours...SIC in make and model in the last 90 days.
d) 5 hours...SIC in make and model in the last 30 days.

B10.6 The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and pilot addresses of past employers and substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information shall be submitted on form AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval. This form can be found on the AMD website at <http://amd.nbc.gov>.

**B11 Personnel Duty Limitations**

The above limits notwithstanding, personnel are expected to notify their manager if they become fatigued prior to reaching the duty day limit.

**B12 Flight Crewmembers Flight and Duty Limitations**

B12.1 Assigned duty of any kind must not exceed 14 hours in a 24-hour period. Duty includes flight time, ground duty of any kind, 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 All crewmembers must have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous U.S., these two 24-hour rest periods must be 2 calendar days off duty.

B12.1.2 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.

## SECTION B – TECHNICAL SPECIFICATIONS

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

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

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

B12.2.4.1 A maximum of 10 hours flight time during any assigned duty period.

B12.2.4.2 A maximum of 50 hours flight time during any consecutive 6-day period. When a pilot acquires 42 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

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.

**B13-19 Reserved**

### OPERATIONS

#### **B20 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:

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

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

B20.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B20.4 The PIC is responsible for the preparation of a load manifest and all international documentation required. In addition to 14 CFR 135 requirements the load manifest must; contain passengers' names, shall be signed by the PIC and a Government representative, a copy of the load manifest will be left at the departure point and a copy of the load manifest shall be submitted with the aircraft use report (see Section C).

B20.5 Must perform takeoff performance calculations which include:

B20.5.1 Takeoff distance required vs. runway available.

B20.5.2 Climb performance to include single engine if operating a multiengine aircraft.

B20.5.3 Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).

B20.6 The PIC is responsible for ensuring that any aircraft functional discrepancy is promptly reported and corrected, and that the aircraft is inspected and maintained in accordance with the Contractor's operating certificate.

B20.7 May perform preventative maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B20.8 May function as a mechanic when the aircraft is not available due to required maintenance provided that:

B20.8.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B20.8.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B20.8.3 The pilot will not accomplish scheduled maintenance such as 50- and 100-hour inspections.

#### **B21 Flight Operations**

B21.1 Notwithstanding any public aircraft status, the Contractor shall operate in accordance with his approved FAA Operating Specifications and all portions of 14 CFR 91 (including those portions applicable to civil aircraft and each certification required under subsection B2.1). Some

## SECTION B – TECHNICAL SPECIFICATIONS

exceptions are specified below: The Contractor must have hazardous materials authorization in operations specification and trained per 49 CFR. The Contractor can then use the Special Permit for transportation of hazardous materials for DOI. (See B24.)

B21.2 The aircraft shall have a two-pilot crew. One PIC and one SIC is required.

B21.3 Both pilots shall be at their designated flight positions during all takeoffs, landings, and IFR flight.

B21.4 Prior to commencing flights, the following conditions shall be met:

B21.4.1 All aircraft equipment shall be operational unless authorized by the FAA per the MMEL/MEL.

B21.4.2 Weather conditions at Palmyra Atoll must be ascertained prior to departure from Honolulu. Current condition reports from personnel on Palmyra Atoll, area forecasts and reported weather on Christmas Island (PLCH) must be considered.

B21.4.3 An IFR flight plan must be filed with Honolulu FSS. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff.

B21.5 Enroute procedures.

B21.5.1 The flight will be flown in accordance with 14 CFR 135/121 and ICAO rules for extended overwater operations.

B21.5.2 Flight following. Pilots are responsible for flight following with the FAA. Voice communication (VHF, HF or SatPhone) must be established with air traffic control and maintained at 30-minute intervals.

B21.5.3 Communication with Palmyra must be established prior to commencing initial descent to the Atoll.

B21.5.4 Flight below 1500 feet MSL is prohibited unless visual meteorological conditions prevail.

B21.6 Day/night use. Both day and night flight may be required by this contract. However, Palmyra is a daytime only airstrip.

B21.7 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135 or 121. 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:

- Aircraft emergency equipment.
- Life vest.
- Raft.

ELTs.

Emergency evacuation for the aircraft.

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

B21.9 The pilot must remain at the flight controls while the engine(s) are running.

B21.10 Prior to passenger or cargo loading/unloading, all engines must be shut down.

B21.11 Substitution of aircraft or personnel. The Contractor may substitute aircraft or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with section C.

B21.12 Palmyra Atoll is a bird rich environment. Aircraft operators must become familiar with and operate in accordance with procedures for operating in bird rich environments. Bird strike probability is very high.

### B22 Security of Aircraft and Equipment

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

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

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

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### B23 Reserved

## SECTION B – TECHNICAL SPECIFICATIONS

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

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

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

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

#### **B25.1 General.**

B25.1.1 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), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL).

B25.1.2 All fuel at Palmyra Atoll NWR is supplied by The Nature Conservancy and available for emergencies only. The Contractor is responsible for coordinating its fuel needs with the COR.

B25.2 Fueling operations at Palmyra require additional safeguards to prevent contamination. The Contractor pilot must ensure that all items listed in this section (B25.2) are complied with on every refueling at Palmyra.

B25.2.1 Government personnel are not on board the aircraft during refueling operations. The pilot shall perform a visual analysis of a nozzle sample prior to aircraft refueling. The sample must pass the clear and bright test. A white bucket or clean glass jar should be used for sample accumulation and subsequent analysis. Fuel appearance should be contamination free.

B25.2.2 The pilot shall verify fuel grade prior to aircraft refueling. Dispensing equipment placards shall be observed for fuel grade identification. The pilot shall validate fuel dispensing equipment filtration is in place. The pilot shall perform a Velcon Hydrokit test on a nozzle sample prior to aircraft refueling operations. Results indicating the presence of free water shall cause refueling operation suspension until the cause has been determined and a cure has been implemented. The pilot shall, prior to aircraft refueling operations, inspect the servicing nozzle barrel to ensure a nozzle screen is installed. The screen must be visible when looking down the nozzle barrel of the service nozzle outlet.

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.

B25.3 The Contractor must keep copies of all fuel delivery tickets for the aircraft throughout the contract period.

### **AIRCRAFT MAINTENANCE REQUIREMENTS**

#### **B26 General Maintenance**

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

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

B27.1 The Contractor must comply with all applicable MMSBs and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the ADs and FAA ADs applicable to the contract aircraft in a format similar to that in AD 43-9C, as revised. Signatures of persons verifying accuracy of the list is required.

#### **B28 Manuals and 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 Contracting Officer's Technical Representative (COTR) a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135 or 121 along with any revisions made during the contract period.

## SECTION B – TECHNICAL SPECIFICATIONS

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) 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 all maintenance must be performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be 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 maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

B29.4 Reserved.

B29.5 All fire extinguisher must be maintained in accordance with *National Fire Prevention Association (NFPA) 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 or 121 operations manual.

### **B30 Maintenance Test Flight**

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer (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, propeller, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-

approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with engines, propeller, 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 36 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 and 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 C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

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

##### **SEE ADDENDA WHICH FOLLOW IMMEDIATELY AFTER CLAUSE 52.212-5**

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

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment.* –

## 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

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

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

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

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004 of 52.219-7.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

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

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

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (MAY 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

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

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

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

(41) 52.225-5, Trade Agreements (MAY2012)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement

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

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

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

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

(iii) [Reserved.]

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

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

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

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

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

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

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

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

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

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

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

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

## ADDENDA TO CONTRACT TERMS AND CONDITIONS

### C3 Inspection/Acceptance

The following is added under 52.212-4(a):

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 and pilots will be issued an Interagency Aircraft Data Card or Interagency Pilot Qualification card as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

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.

C3.4 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.

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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

### C3.7 Substitute Personnel, Aircraft, or Equipment.

C3.7.1 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.7.3 The Government 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).

### C3.8 Reinspection Expenses.

C3.8.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but is not limited to, inspector's time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4 Taxes

The following is added under 52.212-4(k):

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 transportation excise taxes. Taxes that may be applicable to the aviation services under this contract are: (1) fuel tax, or (2) the International Arrival/Departure Head Tax. However, other excise taxes may apply and the contractor shall be solely responsible for excise taxes.

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

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

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

C4.5 International Arrival/Departure Head Tax. It is the Contractor's responsibility to request payment for this tax by including the proper amount under the Pay Item Code for Transportation Use Taxes (UT).

C4.6 Transportation Tax. If 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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.

C4.7 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.

C4.8 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross takeoff weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.9 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:  
<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>.

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report (AUR) (for example, the OAS Form 23/23E ). An electronic

report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system. Additional information relative to the electronic system will be provided at time of award.

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

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

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

### C5.A Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (SEP 2011)

C5.A.1 Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

C5.A.2 Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

C5.A.2.1 Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.

C5.A.2.2 Supporting receipts or invoices to support additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.).

C5.A.3 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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.

C5.A.4 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 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. The hourly flight rates in the Schedule for Palmyra Atoll NWR shall be subject to adjustment under the Economic Price Adjustment (EPA) – Fuel clause for the changes in the price for aviation fuel from the referenced fuel provider at the designated base.

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

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated as the “minimum guarantee.” The *Minimum Guarantee* is one round trip flight to Palmyra Atoll NWR from Honolulu each contract year.

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

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

#### C6.B 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the

Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

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

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

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount less than \$3,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor any order in excess of \$300,000.

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

### C7 Contractor Personnel Security Requirements

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

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

### C8 Reserved

### C9 Aircraft Insurance

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C10 Reserved

### C11 Notice of Contractor Performance Assessment Reporting System (JULY 2010)

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

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

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

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

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will

automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

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

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

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

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

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

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

### C12 Prework Meeting

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

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

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

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

The COR will be designated in writing after contract award.

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

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

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

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

(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.

### C14 AQD Services Greening Clause

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

52.223-15, Energy Efficiency in Energy Consuming Products; and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

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

### C15 Limitation on Subcontracting Report (JAN 2012)

In order to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, the contractor shall submit a semi-annual report to the Contracting Officer on 30 June and 30 December of each year of 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:

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

\*As stipulated in FAR 52.219-14

## ADMINISTRATIVE MATTERS

### C16 Personnel Conduct

#### C16.1 Replacement of Contractor Personnel.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

### C16.2 Suspension of Pilot.

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

C16.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

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

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

### C17 Safety and Accident Prevention

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

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

C17.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs,

or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

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

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

### C18 Mishaps

#### C18.1 Mishap Definitions.

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

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

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

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

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

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

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

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

#### C18.2 Mishap Reporting.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

C18.3 Forms Submission.

C18.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

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

C18.4 Pilot Suspension.

See Suspension of Pilot clause C16.2.

C18.5 Preservation Requirements.

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

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

C18.6 Mishap Investigations.

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

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

personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C17.8 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.

C17.8 Rescue and Salvage Responsibilities.

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

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any option years, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C19.2 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.

C19.3 Base Fuel Price. The following base price for jet fuel at Honolulu International Airport shall be used for adjustment of the hourly flight rates in the contract:

Source:	Air Service Hawaii
Price:	\$5.1595 (July 3, 2012)

C19.4 Reference Price. The reference price will be the commercial fuel price from the same source at the time of the request for an economic price adjustment. The reference price will become the base price for the next adjustment.

C19.5 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 Fixed Wing Fuel Consumption Chart Exhibit.

**Note:** The prices the contractor may pay for fuel at Christmas Island (Kiribati) or Palmyra Atoll NWR will not be considered when calculating a flight rate adjustment. Only the price of fuel in Honolulu will be considered.

C19.5.1 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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

C19.6 Calculations for fuel price adjustments will be subject to review and approval by the CO.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Period

The contract period is for one year beginning on the effective date of the awarded contract, plus four individual option years (if exercised).

#### C21 52.217-8 Option to Extend Services (NOV 1999)

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

### ORDERING AIRCRAFT SERVICES

#### C22 Orders for Aircraft Services

C22.1 The authorized ordering activity is the U.S. Fish and Wildlife Service (FWS). Only the authorized ordering activity's designated Contracting Officer's Representative (COR), a Contracting Officer (CO) from DOI's Aviation Group, or another person designated in writing by an authorized Contracting Officer may order aircraft services. Ordering shall be accomplished by transmitting an executed Optional Form 347, Order for Supplies or Services, to the Contractor. The order may be transmitted by email, fax, or mail. The Government shall schedule aircraft services to Palmyra Atoll NWR or issue a new order for another allowable location at least seven (7) business days in advance, and the Contractor shall perform the aircraft services.

C22.1.1 There may be instances when one leg of a round trip flight is the scheduled or ordered "FWS flight" payable under the contract and the other leg is a non-FWS "charter flight" with a FWS cooperater organization (i.e. The Nature Conservancy), another governmental organization, or a non-profit working with the FWS that is not payable under the contract. The contractor is responsible for all matters relating to a non-FWS charter flight. FWS does not guarantee payment for non-FWS charter flights or avow any responsibility whatsoever in connection with the flights.

C22.2 Mandatory Orders for Aircraft Services. Providing aircraft services for Palmyra Atoll National Wildlife Refuge (NWR) is the primary purpose of the contract. The contractor must provide aircraft services in support of Palmyra Atoll NWR. The hourly flight rates in the Contract Schedule in

Section A will be applicable only for orders issued for Palmyra Atoll NWR. The Government plans to issue one order per contract year for aircraft services for Palmyra Atoll NWR for the estimated hours in the contract Schedule. The flight hours in the Schedule are an estimate and not guaranteed.

C22.2.1 Aviation Fuel Expenses. The hourly flight rates in the Schedule are wet rates and shall include all necessary fuel expenses. Fuel purchased at Palmyra or Christmas Island (Kiribati) will not be reimbursed as an authorized expense under Additional Pay Items.

C22.3 Orders for Aircraft Services for Other Pacific Locations. The Contractor is not required to provide aircraft services for Pacific locations other than Palmyra Atoll NWR. However, the contractor may elect to perform aircraft services for other Pacific locations, and the Contracting Officer and the Contractor shall negotiate the order for flight services. The parties shall negotiate the hourly flight rate and authorized additional pay items for each order.

C22.4 The COR should coordinate its schedule for anticipated aircraft services with the Contractor as far in advance as possible. The Contractor should schedule its aircraft for non-contract flights to avoid conflict with the Government's anticipated flights. Ordered flights shall take precedence over any non-contract flights or be subject to the unavailability clause at C24.

C22.5 Exclusive Use of Aircraft for Government Flights. The Contractor's aircraft will be subject to the exclusive use and control of the Government under flights ordered or scheduled under the contract until released from service at the completion of a flight.

C22.6 Overnight Stays. The Contractor's aircraft and crew may be required to overnight at a location other than the designated base for up to two consecutive nights before departing on the next leg. The COR will inform the Contractor of planned overnight stays. Food and lodging will be provided to the crew free of charge. The Contractor shall be paid the lump sum amount in the Schedule for each night the crew overnights.

### AVAILABILITY REQUIREMENTS

#### C23 Availability Requirements

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C24 Unavailability and Damages

C24.1 The Contractor will be considered to be unavailable when it is not in compliance with all contract requirements or is not capable of providing service as ordered by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C24.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

### MEASUREMENT AND PAYMENT

#### C25 Flight Time

C25.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C25.2 Payment for Flight Time. The Government will pay for all flights ordered and flown by the Contractor at the rates set forth within the contract or order. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C25.3 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.

C25.4 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 the designated base, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

#### C26 Mobilization/Demobilization

The Contractor is responsible for all mobilization and demobilization costs to and from Honolulu International Airport.

#### C27 Additional Pay Items

Additional pay items must be documented on the Contractor's request for payment and supported as required below. The Government will not approve requests for payment with incomplete or missing supporting documentation.

C27.1 Special Charges. Reimbursement for airport use expenses when away from the designated base may be approved by the COR or CO. Typical airport use expenses are for tie-downs, landing fees, or hangar fees for inclement

weather. The Contractor must support any cost exceeding \$75.00 with an itemized invoice or receipt.

#### C28 Government Miscellaneous Charges

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

### CONTRACT EXHIBITS

The following exhibits are attached and made part of the contract:

#### Section A

Exhibit 1 - Project Description

#### Section B

Exhibit 2 - Unacceptable Lap Belt and Shoulder Harness Conditions

Exhibit 3 - First Aid Kit and Oceanic Tropical Survival Kit

#### Section C

Exhibit 4 – Fixed Wing Fuel Consumption Chart

Exhibit 5 - Statement of Equivalent Rates for Federal Hires

Exhibit 6 - Department of Labor Wage Determination Information

## SECTION B – TECHNICAL SPECIFICATIONS

### EXHIBIT 1

#### PROJECT DESCRIPTION

**This Project Description is for general information only. In the event of any inconsistencies between the requirements or descriptions contained in the project description and the Contract Schedule, the requirements set forth in the Contract Schedule shall prevail.**

The primary requirement of the contract is to provide logistical support to Palmyra Atoll National Wildlife Refuge (NWR). Palmyra Atoll NWR is a remote atoll in the Line Islands about 1,000 miles south of Honolulu. The United States Fish and Wildlife Service (US FWS) and The Nature Conservancy co-manage the refuge. The Palmyra runway is constructed from crushed coral binded with soil cement to make a relatively hard surface; however, loose coral, other debris, or animals may be present on the runway. The runway is about 6,000 feet long and about 6 feet above sea level. Aircraft may only operate from the runway during the daytime. Daytime operations present the hazard of bird strikes. There can be over 1 million seabirds on Palmyra at a given time during the year. Many are large birds such as frigate birds and boobies (cs. 3-6 pounds) which are present during much of the year.

Transport of food, supplies, parts, equipment and personnel are the primary logistical mission of the aircraft. The aircraft load requirements are variable and may be a mix of passengers and/or cargo. Passenger loads normally range from 8 to 16 individuals. Cargo may include food, diving gear, live animals, outboard motors, diesel engines, radio antennas, equipment parts, personal goods, mail, and maintenance equipment. Flights are usually scheduled at two week intervals or as requested by the Government. A typical operation involves flying from Honolulu International Airport to Palmyra and back to Honolulu. The contract aircraft must have the fuel capability to make an entire round trip to Palmyra and back to Honolulu without taking on fuel at Palmyra. However, fuel is available for purchase from The Nature Conservancy in emergencies.

Certain ground support services in Honolulu are required for cargo handling and passenger access. Overnight storage of cargo is occasionally required immediately preceding or following supply flights. The contractor must be able to stage the aircraft in an area that allows US FWS's vehicles access to the aircraft for loading and unloading cargo. The staging area must be within walking distance of 24-hour parking for passenger vehicles. A telephone should be located nearby.

**SECTION B – TECHNICAL SPECIFICATIONS**

**EXHIBIT 2**

**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 3**

**FIRST AID AND OCEANIC TROPICAL SURVIVAL KITS EXHIBIT**

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.		
	Passenger Seats 0-9	Passenger Seats 10-50
<u>Item</u>		
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 nitrile or non-latex surgical 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	
Knife	
Signal mirror	
Marine signal flares (six each)	
Matches (two small boxes in waterproof containers)	
Space blanket (one per occupant)	
Desalinator	
Water (one quart per occupant)	
Food (two days' emergency rations per occupant) with 1,000 calories per day	
Water purification tablets	
Collapsible water bag (sealing clear plastic bag(s))	
Whistle	
Magnesium fire starter	
Nylon rope or parachute cord (50 feet) minimum 1/8"(3mm) thick	
Wire saw, axe, hatchet, or machete	
Laser rescue light	
Sun block	
At least one of the following shall be in aircraft:	
AFF	
Satellite phone	
406 MHz device	
Handheld UHF or VHF radio	

SECTION B – TECHNICAL SPECIFICATIONS

EXHIBIT 4

FIXED WING FUEL CONSUMPTION CHART

<u>BEECH</u>	DH-7 .....	234T	
Baron 55/58 .....	DH-8 .....	183T	
Baron 58P .....			<u>NORTH AMERICAN</u>
18/45 .....			AT-6 .....
King Air 90 (Series) .....	<u>DORNIER</u>		T-28 .....
King Air 100 .....	DO-228 .....	100T	
King Air 200 .....			<u>PIPER</u>
King Air 300 .....	<u>DOUGLAS</u>		Super Cub PA-18 .....
Mentor T-34 .....	DC-3 .....	93	Pawnee PA-25 .....
Mini Liner 99 .....	DC-9 .....	700T	Arrow PA-28R .....
Queen air .....			Cherokee PA-28-140/161 .....
T-Bone B-50 .....	<u>EMBRAER</u>		Cherokee 6 PA-32 .....
Duke .....	PW 115 (1600) .....	159T	Aztec PA-23 .....
Queen air 80 .....			Comanche PA-24 .....
Bonanza 33/35/36 .....	<u>FALCON</u>		Navajo PA-31 .....
	10 .....	175T	Cheyenne PA-31T .....
<u>BELLANCA</u>	20 .....	240T	Cheyenne II PA-42T .....
Citabria/Scout .....	50 .....	300T	Aerostar 600/601/602P/700P .....
			Cheyenne III PA-42T .....
<u>BOEING</u>	<u>FAIRCHILD</u>		Chieftan PA-31-350 .....
727 .....	Porter .....	44T	Lance PA-32-300 .....
	F-27 .....	288T	Seneca II/III PA-34 .....
<u>BRITTEN-NORMAN</u>	SF 340 .....	161T	Mojave PA-31P .....
Islander .....			Malibu PA-46 .....
	<u>GRUMMAN</u>		PA-42-1000 400LS .....
<u>CANADAIR</u>	S2F .....	75	
	Goose .....	50	<u>ROCKWELL</u> (Gulfstream)
<u>CESSNA</u>	Goose T .....	80T	680 .....
L-19 .....	Mohawk .....	180T	500 .....
172 .....	Albatross .....	160	690A/B .....
180 .....	G-I .....	288T	Sabreliner .....
182 .....	G-II .....	529T	560 .....
182RG .....	G-III .....	370T	840 .....
185 .....			900 .....
188 .....	<u>HELIO</u>		1000 .....
206/207 .....	Courier .....	20	
T206/207 .....	Stallion .....	44T	<u>SWEARINGEN</u>
210 .....			Merlin II, III SA 226/7 .....
T210 .....	<u>ISRAEL</u>		
320 .....	1121/1123/1124 .....	190T	<u>SHORT</u>
310 .....			Skyvan .....
T310 .....	<u>LOCKHEED</u>		
337 .....	P-3/C-130/Electra 188 .....	661T	<u>VOLPAR</u>
T337 .....	Jetstar .....	374T	TurboLiner .....
401 .....			
402 .....	<u>LEAR JET</u>		CASA .....
404 .....	25 .....	220T	
411 .....	35/36 .....	185T	
414 .....	55 .....	200T	
421 .....			<u>Turbine DC-3</u> .....
340 .....	<u>MAULE</u>		150T
425 .....	M4-5 .....	9	
441 .....	M7 .....	13	
Citation I .....	<u>MITSUBISHI</u>		
Citation II, III .....	MU-2 .....	77T	
208 Caravan I .....			
	<u>MOONEY</u>		
<u>CONSOLIDATED</u>	Exec .....	10	
Convair 580/600 .....			
	<u>NOMAD</u>		
<u>DE HAVILLAND</u>	22B/24A .....	53T	
Beaver .....			
DH-6 Twin Otter .....			
Beaver T .....			

“T” after the gallons indicates turbine fuel, everything else is Avgas.  
 Source: “B and CA” Aircraft Guide and “Flying” Aircraft Guide

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 5**

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

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

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

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

- A. EMPLOYEE CLASS MONETARY WAGE  
Aircraft Pilot, GS-11 \$ 27.03
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 6

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. 33 DATED 6/18/12

Covered Area:	Nationwide
Applicable Occupation:	Pilot
Minimum Hourly Wage:	\$25.70

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR OCCUPATION IDENTIFIED ABOVE

1. Health & Welfare: \$3.71 per hour or \$148.40 per week or \$643.07 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 Multiple Offers

Offerors are encouraged to submit multiple proposals/offers for satisfying the requirements of this solicitation. Each alternate offer must be submitted separately. Alternate offers (including alternate pricing arrangements) must be clearly identified as an "ALTERNATE PROPOSAL."

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

D4.1 North American Industry Classification System (NAICS) Code and Small Business Size Standard. 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 D12PS00304)**

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

D4.3.3 Prices. The completed "Section A2 – Schedule of Prices" of this solicitation 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.

## SECTION D--INSTRUCTIONS TO OFFERORS

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

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

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

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

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

D4.4.3 **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. Discuss the capabilities of your company that fulfill the Government's requirements described in the solicitation. Discuss your understanding of the inherent risks posed by the requirements of the solicitation, and how your proposal mitigates those risks. The offeror shall attach completed **Pilot Information Forms** from Section E.

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

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 including 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 2:00 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

## SECTION D--INSTRUCTIONS TO OFFERORS

5:00 p.m. one working day prior to the date specified for receipt of offers; or

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

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

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

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

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

D4.5.5 Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorized facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

D4.6 Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at [http:// www.ccr.gov](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 placed upon price may increase with the degree of 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

## SECTION D--INSTRUCTIONS TO OFFERORS

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-scored offeror if it is determined that the price premium involved in awarding to a higher-rated, higher-priced offeror is not justified. Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.

D6.3 Pursuant to 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 the 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 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](mailto:John_Hedeen@nbc.gov) or fax: 208-433-5030.

The requests will be in the following format:

RFP D12PS00304, Section: \_\_\_\_\_, Page: \_\_\_\_\_, Paragraph: \_\_\_\_\_.

Question: \_\_\_\_\_?

### **D10 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

## SECTION D--INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

### **D11 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 Offeror Representations and Certifications— Commercial Items 52.212-3 (APR 2012)

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

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

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

"Forced or indentured child labor" means all work or service--

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products,

Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction

activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(iii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by

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

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

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

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

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for

general statistical purposes, that it **is** , **is not**  a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

The offeror represents that—

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

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

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

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

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

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

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

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

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

(i) it **is** , **is not**  a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in

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

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 judgment rendered against them for: Commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign Government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(5) *Common Parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or

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

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 certified that all the offered products to be supplied are designated country end products.

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

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine,

penalty, reimbursement, restitution, or damages of \$5,000 or more.

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

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

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

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

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

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

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

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

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

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

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

(b) The offeror certifies that –

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

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

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

agreement with the authority responsible for collecting the tax liability.

### **SOLICITATION EXHIBITS**

The following exhibits are attached and made part of this solicitation:

- Exhibit 7 – Offeror’s General Information Form
- Exhibit 8 - Offeror's Technical Capability Form
- Exhibit 9 – Airplane Questionnaire
- Exhibit 10 - Pilot Information Form
- Exhibit 11 – Experience and Past Performance Form

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

**EXHIBIT 7**

**Offeror's General Information Form**

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

(This form goes in Volume I.)

**EXHIBIT 8**  
**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. Management, safety, and quality control processes.
    - 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.
  2. Discuss your overall management, maintenance, and pilot capabilities:
    - Identify the individuals your company plans to utilize under the contract; summarize their roles and responsibilities.
    - Identify the pilots that it plans to use under the contract by attaching completed Pilot Information Forms.
    - Discuss your maintenance capabilities and/or the capabilities of the maintenance facilities to be used under the contract.
  3. Discuss the risks generally associated with the requirements of the solicitation.
    - Discuss your understanding of the inherent risks posed by the requirements of the solicitation, and how your proposal specifically mitigates those risks.
    - Summarize your plans for the continuation of services in the event bird strikes will occur and damage your aircraft while it is landing or departing at a remote location.
- 

(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 9  
Airplane Questionnaire**

<b>Offeror’s Name:</b>			
<b>Offeror’s Operating Base:</b>			
<p><b>Minimum Airplane Requirements:</b> Must have a Standard Airworthiness Certificate. Certified under 14 CFR 23 or 25. Ditch certified. An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder. IFR/VFR, day/night. Payload 1,100 lb; three (3) passengers plus cargo. Range: 2,200 nautical miles (round trip Honolulu-Palmyra-Honolulu) with 45-minute fuel reserve. Capable of operating from a 5,000 foot runway at sea level ISA +20 °C as configured above. Palmyra (Cooper) Airport (PLPA, FAA Identifier: P16).</p> <p><b>Target Airplane Requirements:</b> Combination load of passengers and cargo. Payload 4,000 lb; sixteen (16) passengers plus cargo. Cruise airspeed of at least 260 knots true airspeed at optimum altitude.</p>			
<b>A. PROPOSED AIRPLANE’S INFORMATION</b>			
<b>Airplane Make and Model:</b>	<b>FAA Registration #:</b>	<b>Estimated Cruise Speed of Airplane:</b>	<b>Estimated Fuel Burn Rate in Gallons per Hour:</b>
<b>Serial Number:</b>			
<b>Available payload for passengers or cargo (minimum fuel load is Point of No Return plus one hour reserve):</b>	<b>Number of Offered Passenger Seats:</b>	<b>Is the offered airplane Ditch certified?</b>  ___ YES    ___ NO	<b>Is the airplane available to begin flights within 30 days of award?</b>  ___ YES    ___ NO
<p><b>B.</b> If the airplane is not in offeror’s inventory, explain how the offeror will get operational control of the proposed airplane. (Attach additional pages or other information as necessary.)</p>			
<p><b>C.</b> Attach current evidence of insurance as required by your FAA Certificate, or explain how the airplane will become insured.</p>			
<p><b>D.</b> Briefly describe where your planned maintenance for the airplane will occur.</p>			
<p><b>E.</b> Briefly describe the cargo and passenger capabilities of the airplane.</p>			
<p><b>F. Provide the following information:</b> (1) Air Carrier Certificate Number; (2) Home FSDO Location; (3) POI name and telephone number; (4) Drawings or sketches of the airplane's cabin configuration; and (5) Photographs of the airplane and its interior spaces.</p>			
<p><b>G. IMPORTANT!</b> Attach appropriate performance data contained in the Airplane’s Flight Manual and Weight and Balance Data to support the minimum aircraft requirements specified in Sections A and B. At a minimum, include basic operating weight, cruise speed, crew weight, fuel required in pounds and gallons, fuel flow charts, and take-off and landing data.</p>			

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

**EXHIBIT 10  
Pilot Information Form**

**Pilot's Name** \_\_\_\_\_

**Pilot's home address** \_\_\_\_\_

**Airman certificate type/number** \_\_\_\_\_ / \_\_\_\_\_  
ATP or Commercial Certificate Number

**Type ratings** \_\_\_\_\_

**Medical certificate** \_\_\_\_\_ / \_\_\_\_\_  
(Class) (Date)

<b>Description</b>	<b>PIC</b>	<b>SIC</b>	<b>Total</b>
Total hours in all aircraft			
Total hours for any airplane last 12 months			
Total hours in airplanes			
Total hours flying cross-country			
Total hours in large airplane (over 12,500 GTOW)			
Total hours actual or simulated instrument			
Total hours extended overwater or oceanic operations			
Total hours of multi-engine airplane last 90 days			
Number of night takeoffs and landings			
Number of night takeoffs and landings last 90 days			

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

**EXHIBIT 11  
Experience and Past Performance Form**

**READ CAREFULLY:** The purpose of this form is for the offeror to provide information about your most recent contracts or projects that are similar to the work described in the solicitation. The projects should have been performed in the last three years. Complete the form for each project or contract. The number of projects shall not exceed ten (10). Fill in the information by typing or printing legibly. Include Area Codes with all telephone numbers.

It is especially important that the offeror disclose instances in which its past performance may be considered by the owner or others to be less than fully satisfactory. The offeror should tell its side of the story and describe remedial corrective action that it took, or will take, to correct a deficiency. Failure to do so may result in a determination that an offeror has been less candid with the Government, which could result in an unfavorable assessment of the offeror's past performance record.

**OFFEROR'S NAME:** \_\_\_\_\_

Project or Contract Title:			
Location of Work Done:			Aircraft Make/ Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> On-Call	Use Dates FROM:                      TO:	CHECK ALL THAT APPLY <input type="checkbox"/> 2012 <input type="checkbox"/> 2011 <input type="checkbox"/> 2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #: Client Facsimile #:		Client email address:	

**DESCRIPTION OF PROJECT & SCOPE OF WORK**

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**Page 1 of** \_\_\_\_\_

(Use this page as the first page for every project or contract you reference. You may attach other pages as needed for each project or contract.)