

SECTION A - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

STANDARD FORM 1449

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 97
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 481212 SIZE STANDARD: 1,500 Employees
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U.S. FOREST SERVICE – CONTRACTING Atlanta, GA	<input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> (EDWOSB) <input type="checkbox"/> 8 (A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
15. DELIVER TO		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

16. ADMINISTERED BY	CODE
See Block 9	

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO. _____		NINE-DIGIT DUNS NO. _____		

<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED) CALL WHEN NEEDED LIGHT FIXED WING AIRCRAFT SOUTHERN REGION (R8)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input 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 type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNED (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B-1 SCHEDULE OF ITEMS

This is a Basic Ordering Agreement (BOA) for fully operated and maintained light fixed-wing aircraft services on a Call-When-Needed (CWN) basis. Services shall be rendered throughout the Southern Region (R 8) of the United States Forest Service (USFS). Aircraft shall meet the requirements of this schedule, and the specifications included herein. Offerors shall list each aircraft to be considered for the award.

Mission Codes

A. Point-to Point	D. Resource Reconnaissance
B. Air Tactical	E. Other (i.e., Mountain Remote)
C. Fire Reconnaissance	

Note: Mission Codes, Weight and Fuel Charts and Equipment Codes apply to all years to include the Base Year and four (4) option years (FY 2019 through FY 2023).

Note: Region 8 will not award offers of only Point-to-Point Aircraft services.

Note: Any aircraft offered for Air Tactical shall meet the Air Tactical Type 1 Standard. Region 8 will not award to bidders for any other type of Air tactical standards. Such aircraft will be considered for Reconnaissance only.

**SECTION B
 SUPPLIES OR SERVICES AND PRICE**

AIRCRAFT

HOURLY RATES

Item No.	Tail No.	Make Model Year	Mission Codes ^{/1}	Flt Rate Base Year	Flt Rate 2020	Flt Rate 2021	Flt Rate 2022	Flt Rate 2023	Daily Availability Rate Base Year	Daily Availability Rate 2020	Daily Availability Rate 2021	Daily Availability Rate 2022	Daily Availability Rate 2023	Add'l Pilot Rate
1.														
2.														
3.														
4.														
5.														
6.														

**SECTION B
 SUPPLIES OR SERVICES AND PRICE**

**OFFERED AIRCRAFT
 (Contractor to Complete this Chart)**

Item No.	Empty Weight	HP	Fuel (1)	Fuel Type J = Jet A L= Low Lead	Maximum Certified Gross Weight	Equipment & Capacity Code (2)
1.						
2.						
3.						
4.						
5.						
6.						

(1) Fuel consumption expressed in gallons per hour at 65% power, at 5,000 feet Pressure altitude, at ISA, as stated in Aircraft Flight Manual.

(2) Use Key Below

Note: List additional aircraft on a separate sheet using the same format.

EQUIPMENT CAPACITY CODES

A.	Single Engine – (# of seats: ____) Indicate on chart # of seats following the code. (i.e., A 2 = single engine with 2 seats)
B.	Multi-Engine – (# of seats: ____) Indicate on chart # of seats following the code (i.e., B 4 = multi-engine with 4 seats)
C.	Large Cargo Doors
D.	High Wing
E.	Low Wing
F.	Turbocharged
G.	Turboprop
H.	Jet
I.	Pressurized
J.	Non-Pressurized
K.	Oxygen
L.	Air Tactical Avionics Type 1
M.	Air Tactical Avionics Type 2
N.	Air Tactical Avionics Type 3

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B-4 TAXES

All applicable taxes (including excise taxes and segment fees) shall be included in your daily availability rate in accordance with FAR Clause 52.212-4(k). The contract price includes all applicable Federal, State, and local taxes and duties.

B-5 STANDBY HOURS PER DAY

9 hours of standby per day

B-6 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

(c) The current rate is \$51.00 per hour.

B-7 MAINTENANCE CAPABILITY

Contractor shall provide the name and address of the Director of Maintenance.

Director of Maintenance (Name)	Business Address
Cell Phone No.	Phone No. Fax No.

The Government may inspect the Contractor's operation and maintenance facilities prior to award.

B-8 PERFORMANCE PERIOD

It is contemplated that any Basic Ordering Agreement (BOA) resulting from this solicitation will be in effect for a period of up to five fiscal years. The Base year will be effective 10/1/2018, with four (4) optional year periods. The fiscal year begins October 1 and ends on September 30 each year.

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- Auxiliary Power Source (3 Pin) (See C-7 (b)(5)(v))
- Dual USB charging ports, Qty: 1 Users: _____ (See C-7 (b)(5)(xiv))
- Supplemental Antennas, Qty: /Band: _____ (See C-7 (b)(5)(vi))
- Supplemental Radio Kit Provisions (See C-7 (b)(5)(vii))
- Supplemental Air Attack Kit Provisions (See C-7 (b)(5)(viii))
- TSO approved VOR/Localizer, Qty:
- TSO approved Glideslope, Qty:
- TSO approved DME, Qty: {Not required if GPS is IFR with current database}
- TSO approved Three Light Marker Beacon System, Qty:
- Satellite Weather system with XM Aviator subscription or equivalent
- Provisions for IFR operation meeting 14 CFR 135.163 & 135.165

SECTION C
DESCRIPTION/ SPECIFICATIONS

C-1 SCOPE OF AGREEMENT

(a) The Government wishes to obtain services on a call when needed (CWN) basis of light fixed-wing aircraft fully operated by qualified contractor personnel and equipped to meet specifications for use in administration and protection of Public Lands throughout the Southern Region (Region 8).

(b)The aircraft furnished shall be used for fire support, project, law enforcement, and administrative flights. If the Contractor agrees to perform law enforcement flights, such agreement shall be in writing.

(c) The Government has Interagency and Cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched under this agreement for such use.

C-2 GENERAL CERTIFICATIONS

(a) Contractors shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Aircraft offered shall be listed by make, model, series, and registration number on the Operators 135 Certificate

(b) Aircraft shall conform to its approved type design, be maintained and operated in accordance with the requirements of the 14 CFR 135 notwithstanding the aviation regulations of the States in which the aircraft may operate except those requirements specifically waived by the CO.

(c) All aircraft must be current or former manufacturer built production aircraft. No experimental, amateur or manufacturer built kit aircraft shall be used.

(b) All aircraft shall be FAA certificated as Normal, Standard, or Utility category airplanes and certified for single-pilot operation.

C-3 GOVERNMENT FURNISHED PROPERTY

(a) If Government Furnished Property (GFP) is provided, the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP (Short Form) FAR Clause 52.245-1 (Apr 2012).

C-4 AIRCRAFT REQUIREMENTS

(a) Aircraft Performance Requirements

(1) All aircraft shall be equipped and operated in accordance with the applicable requirements set forth in 14 CFR Part 91 and 135.

(2) Single engine, piston-powered aircraft shall meet the following performance requirements:

(a) Aircraft shall have a power loading of not more than 13.5 pounds per horsepower.

(b) At least a 200 horsepower engine; any engine under 230 horsepower must be turbo or supercharged.

SECTION C
DESCRIPTION/ SPECIFICATIONS

- (c) Minimum useful load of, 500 pounds plus 4.5 hours of fuel, when equipped for the mission.
 - a. Capable of a minimum 130 KTAS in cruise flight at 5000 Pressure altitude and ISA plus 20.

- (3) Single engine, turbine-powered aircraft shall meet or exceed the requirements of C4(a)(2)(a) through (c) and the following performance requirements:
 - (a) At least a 500 shaft horsepower engine.

- (4) Multiengine, piston-powered aircraft shall meet the following performance requirements:
 - (a) At least a 200 horsepower engine per side; any engine under 240 horsepower must be turbo or supercharged.
 - (b) Minimum useful load of, 700 pounds plus 4.5 hours of fuel, when equipped for the mission.
 - a. Capable of a minimum 165 KTAS in cruise flight at 8000 Pressure altitude and ISA plus 20.
 - b. Be able to maintain a positive rate of climb, with one engine inoperative, at 5000 pressure altitude and ISA plus 33, when equipped for the mission with a 200-pound pilot, 220-pound observer, and 4.5 hours of fuel onboard.
 - (c) Minimum Controllable Airspeed (V_{mca}) of 100 KIAS or less.

- (5) Multiengine, turbine-powered aircraft shall meet or exceed the requirements of C4(a)(4)(a) through (c) and the following additional performance requirements:
 - (a) At least a 500 shaft horsepower engine per side.

 - (b) Aircraft condition and equipment. The aircraft shall be in airworthy condition throughout the performance period. All equipment required for original certification shall be installed and operable or be deferrable by an FAA-approved Minimum Equipment List (MEL).
 - (1) All aircraft furnished under this agreement shall be operable, free of damage, and in good working order. Aircraft systems and components shall be free of leaks, except within limitations specified by the manufacturer.
 - (2) The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, cracks, or other damage to the interior. All interior materials shall meet FAA standards.
 - (3) The aircraft exterior finish, including the paint, shall be clean, neat, and in good condition (i.e., no severe fading or large areas of flaking or missing paint, etc.) Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.
 - (4) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable as permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

SECTION C
DESCRIPTION/ SPECIFICATIONS

(5) Fire extinguishers, as required by 14 CFR 135.155, shall be hand-held bottle(s), with a minimum of 1.5 lbs capacity and 2-B:C rating. Fire Extinguishers shall be maintained in accordance with current NFPA 10 standards and mounted with a quick release attachment accessible to the flight crew while seated.

(6) Each aircraft shall carry current copies of the following:

(i) Basic Ordering Agreement and all modifications.

(ii) Department of Transportation (DOT) Exemption 9198, the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (PMS 513) and the Emergency Response Guide (ERG).

(iii) Aeronautical charts covering the area of operation

Note: The use of electronic flight bags (EFB) is authorized providing the following conditions are met:

- EFB's used are approved and procedures listed in the operators 135 opspecs.
- All other contract items are readily available to the vendor and agency crew (tablet-style devices only, no laptops). A minimum screen size for the EFB shall be 7" inches.
- Vendors must keep the device adequately charged to allow normal use and have a means of charging the device readily available without reliance on the government.

(7) Flight Hour Meter. Each aircraft shall be equipped with a flight hour meter, installed in a location observable by the pilot and front seat observer while seated. The meter shall measure actual flight time from takeoff to landing in hours and tenths.

(8) Cargo Restraint. The Contractor shall furnish tie downs, net(s), or cargo straps meeting requirements of 14 CFR to restrain cargo while in flight.

(9) Safety Belts. The aircraft furnished under this agreement shall have safety belts for all occupants and shoulder harnesses for front seat occupants meeting requirements of 14 CFR. The shoulder strap and lap belt shall fasten with a metal to single metal point quick release mechanism. Military style harnesses are acceptable. All occupants shall meet the above requirements during takeoffs and landings, when flying within 1,000 feet of the ground, and at other times as specified by the Pilot.

Lap belt and shoulder harness condition; the following are NOT acceptable:

- (i) Webbing. Webbing that is frayed 5 percent or more, torn webbing, crushed webbing, swelled webbing that results in twice the thickness of original web, or if difficult to operate through hardware, creased webbing (no structural damage allowed), and sun deterioration if it results in severe fading, brittleness, discoloration, and stiffness.

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(ii) Hardware. Buckle or other hardware is inoperable, nylon bushing at shoulder harness-to-lap belt connection missing or damaged, fabricated bushings or tie wraps used as bushings, rust/corrosion if not minor in nature, wear beyond normal use.

(iii) Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.

(iv) Technical Standard Order (TSO) Tags (see 14 CFR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.

(v) Age. Belts/fabric over 10 years from the date of manufacture require close inspection because of the elements they are exposed to but do not have to be replaced if it can be determined they are in serviceable condition and not life limited.

(10) First Aid Kit (Aeronautical). First aid kit shall be in a dust-proof and moisture-proof container. The kit shall be readily accessible to the Pilot and passengers. At a minimum, the contents shall include the following items:

Item Description	Quantity
Adhesive bandage strips (3 inches long)	8
Antiseptic or alcohol wipes (packets)	10
Bandage compresses, (4 inches)	4
Triangular bandage compresses, 40 inches (sling)	2
Roller bandage, 4 inch x 5 yards (gauze)	2
Adhesive tape, 1 inch x 5 yards (standard roll)	1
Bandage scissors	1
Body Fluids Barrier Kit:	1
2-pair of non-latex surgical gloves	
1-face shield	
1-mouth-to-mouth barrier	
1-protective gown	
2-antiseptic towelettes	
1-biohazard disposal bag	

Note: Splints are recommended if space permits.

Kits may be commercially available types which are FAA approved for the appropriate number of crew and passengers carried.

(11) Survival Kit. Aircraft carded for any mission designations other than point-to-point only shall have sufficient equipment to sustain personnel for a 24-hour period. As a minimum, the survival kit shall include the following:

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- Knife
- Signal Mirror
- Aviation-type Signal Flares (6-each)
- Matches (2-small boxes in waterproof containers)
- Magnesium Fire Starter
- Space Blanket (1-per occupant)
- Water (1-quart per occupant – not required when operating over areas with adequate drinking water)
- Collapsible Water Bag
- Food (2-days at a minimum 1,000 calories per day, emergency rations per occupant)
- Candles
- Whistle
- Nylon Rope or Parachute Cord (50 feet)

Suggested additional survival kit items (appropriate to the geographic area.)

- Individual First Aid Kit
- Container w/carrying Handle or Straps
- Large Plastic Bags
- Signal Panels
- Flashlight with Spare Batteries
- Hand Saw or Wire Saw
- Collapsible Shovel
- Sleeping Bag (1-per two occupants)
- Survival Manual
- Snowshoes
- Axe or Hatchet
- Insect Repellant
- Insect Head net (1-per occupant)
- Gill Net/Assorted Fishing Tackle
- Personal ELT
- Sunscreen

Note: A hand-held 760 channel VHF transceiver radio or satellite phone is recommended. It should be located on a crewmember rather than placed in the aircraft survival kit.

(12) Aircraft designated as a training platform as noted in section B must have the required additional avionics as noted in C-7, in addition to the following aircraft equipment:

- (a) Aircraft offered must be a turbine engine equipped aircraft.

SECTION C
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- (b) A fixed and flat (worktop/desk) horizontal with the floor or the aircraft with enough room for a laptop. Workstation shall be located behind the co-pilots seat. Any bulkheads between the flight deck and passenger compartment shall be removed to facilitate a better view (looking forward) for the ATGS trainer.
- (c) A 3rd FM P25 compliant radio mounted on the fixed training station.
- (d) RAM Mounts on top of the workstation to facilitate the inflight mounting of an iPad and portable GPS.
- (e) A dual USB charging port certified to FAA TSO C71 and capable of providing at least 2 amps of power to each port simultaneously with an output voltage 5VDC. USB port must be installed according to 14CFR Part 43 on the designated workstation described below.
- (f) Headset Jack at the workstation
- (g) A push to talk (PTT) button on the workstation
- (h) One 3.5 mm audio plug on workstation.

C-5 AIRCRAFT MAINTENANCE

- (a) Offered aircraft shall be maintained in accordance with the OEM's (original equipment manufacturer) most recent revision of inspection program applicable to the serial number of the aircraft being inspected or an inspection program approved by the FAA under the contractor's 14 CFR 135 operations specification. All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 43, 91, and 135 standards and this contract.
- (b) The Contractor shall identify the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this agreement, including those covered under 14 CFR 135.426.
- (c) Aircraft operated with components and accessories on FAA approved Time Between Overhaul (TBO) extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased) and shall operate in accordance with the extension.
- (d) Offered aircraft shall be in compliance with all applicable Federal Aviation Administration (FAA) Airworthiness Directives (AD's) as per 14 CFR 91.417 (a)(2)(v), and Service Bulletins (SB's) with a time compliance requirement, referenced in an FAA Special Airworthiness Information Bulletin (SAIB) or are designated mandatory by the manufacturer.

Each aircraft's maintenance schedule shall include mandatory component retirement, Replacement, or overhaul time as specified in the OEM Airworthiness Limitations Section or equivalent OEM document and shall be in compliance with them.

Each aircraft shall be in compliance with all OEM (recommended or mandatory) programs, documents and resultant inspections from programs such as Continued Airworthiness Programs (CAP), Structural Inspection Documents (SID), Supplemental Structural Inspection Documents (SSID) Corrosion Prevention and Control Programs (CPCP) and Electrical Wiring

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Interconnection Systems (EWIS) programs.

(e) All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 43, 91, and 135; Advisory Circular (AC) 43.13; and the manufacturer's instructions and in accordance with those procedures established in the Contractor's maintenance program approved under 14 CFR Part 135 Operations Specifications.

(f) A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the Home Base or maintenance facility. Additionally, aircraft maintenance record entries and aircraft flight logs shall be transmitted to the operator's home base (the location the certificate is held) every 12 flight hours or 7 days- whichever occurs first.

(g) A functional check flight shall be performed at the Contractor's expense following overhaul, repair, and replacement of any engine (installations of reciprocating engines that are new, rebuilt, or overhauled shall accumulate 3-hours of operation, including 2 hours in flight, prior to Government use), powertrain, or control equipment, and following any adjustment of the flight control systems before the aircraft resumes service. The result of any test flight shall be logged in the aircraft flight records by the Pilot. Results of test flights shall be reported to the U.S. Forest Service Aviation Maintenance Inspector (AMI) before the aircraft is returned to service.

(h) When any non-scheduled maintenance or repairs are performed due to mechanical or equipment deficiencies, an AMI shall be notified before the aircraft performs any ordered services.

(i) The Interagency Airplane Data Record Card or Point-to-Point Aircraft Data Card shall be posted inside the aircraft.

(j) The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft every 36 calendar months for multi-engine aircraft. Mission Use Only single-engine aircraft shall be weighed within the previous 5 years. Data shall include an accurate and updated equipment list.

All weighing of aircraft shall be performed on scales that have been certified within the previous 12 months. The certifying agency may be any accredited weights and measures laboratory.

(k) Reserved

(l) Mechanics assigned to work on aircraft shall have appropriate FAA certification, and ratings or if at a 145 Repair Station shall at all times be working in the presence of one so certified and rated. Additionally,

(a) Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

(b) When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the

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appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

- (c) Only a certificated mechanic (holding an airframe and power-plant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.
 - a. All mechanics shall maintain the aircraft in accordance with requirements specified within this contract and shall meet the requirements of 14 CFR Part 43.7(b).

C-6 AIRCRAFT AND EQUIPMENT SECURITY

- (a) The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.
- (b) Aircraft shall be electrically and/or mechanically disabled by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interference with the safety of flight.
- (c) Examples of Unacceptable disabling systems are:
 - (1) Locked door/windows; and/or
 - (2) Fenced parking areas.

C-7 AVIONICS

(a) MINIMUM REQUIREMENTS

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) *AVIONICS SPECIFICATIONS* and paragraph (c) *AVIONICS INSTALLATION AND MAINTENANCE STANDARDS*. The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

(1) Point to Point Aircraft

Point to Point flights shall meet the requirements of 14 CFR 135. No additional avionics are required.

(2) Back Country Aircraft

Aircraft operating to or from airfields or airstrips designated as Category 4 and not otherwise conducting special use missions shall meet the requirements of paragraph (a)(3) excluding (a)(3)(ii).

(3) Resource Reconnaissance Aircraft (All aircraft which are not used for fire operations or covered by paragraphs (a)(1) or (a)(2))

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- (i) One VHF-AM Radio (COM)
 - (ii) One Global Positioning System (GPS)
 - (iii) An Emergency Locator Transmitter (ELT)
 - (iv) An Automated Flight Following system (AFF) {Not required for aircraft only used for Law Enforcement}
 - (v) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.
 - (vi) One of the following options for FM communications
 - (A) Option 1
 - (1) One Supplemental VHF-FM Antenna
 - (B) Option 2
 - (1) An Intercom System (ICS)
 - (2) An Audio Control system
 - (3) One Auxiliary FM system (AUX FM)
 - (C) Option 3
 - (1) Provisions for a Supplementary Radio Kit
 - (D) Option 4
 - (1) An Intercom System (ICS)
 - (2) An Audio Control system
 - (3) One VHF-FM Radio (FM)
- (4) Fire Reconnaissance Aircraft
- (i) Two VHF-AM Radios (COM 1 and COM 2)
 - (ii) One Global Positioning System (GPS)
 - (iii) An Emergency Locator Transmitter (ELT)
 - (iv) An Automated Flight Following system (AFF)
 - (v) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.
 - (vi) One of the following options for FM communications
 - (A) Option 1
 - (1) Two Supplemental VHF-FM Antennas
 - (B) Option 2
 - (1) Provisions for a Supplementary Radio Kit
 - (C) Option 3
 - (1) An Intercom System (ICS)
 - (2) An Audio Control system
 - (3) One VHF-FM Radio (FM)
- (5) Air Tactical Aircraft
- (i) Type 1
 - (A) Two VHF-AM Radios (COM 1 & COM 2)
 - (B) Two VHF-FM Radios (FM 1 & FM 2)
 - (C) One Auxiliary FM system (AUX FM)
 - (D) An Intercom System (ICS)

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- (E) Separate Audio Control systems for the PIC and SIC/observer
- (F) Audio jacks with ICS and radio transmit capability in the rear seat connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.
- (G) One Global Positioning System (GPS)
- (H) An Emergency Locator Transmitter (ELT)
- (I) An Automated Flight Following system (AFF)
- (J) One Transponder
- (K) One Altimeter and Automatic Pressure Altitude Reporting system
- (L) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.

(ii) Type 2

- (A) Two VHF-AM Radios (COM 1 & COM 2)
- (B) One VHF-FM Radio (FM)
- (C) One Auxiliary FM system (AUX FM)
- (D) An Intercom System (ICS)
- (E) Separate Audio Control systems for the PIC and SIC/observer
- (F) Audio jacks with ICS and radio transmit capability in the rear seat connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.
- (G) One Global Positioning System (GPS)
- (H) An Emergency Locator Transmitter (ELT)
- (I) An Automated Flight Following system (AFF)
- (J) One Transponder
- (K) One Altimeter and Automatic Pressure Altitude Reporting system
- (L) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.

(iii) Type 3

- (A) Two VHF-AM Radios (COM 1 & COM 2)
- (B) One VHF-FM Radio (FM)
- (C) An Intercom System (ICS)
- (D) An Audio Control system
- (E) One Global Positioning System (GPS)
- (F) An Emergency Locator Transmitter (ELT)
- (G) An Automated Flight Following system (AFF)
- (H) One Transponder
- (I) One Altimeter and Automatic Pressure Altitude Reporting system
- (J) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.

(iv) Type 4

- (A) Two VHF-AM Radios (COM 1 & COM 2)
- (B) An Audio Control system

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- (C) One Global Positioning System (GPS)
- (D) An Emergency Locator Transmitter (ELT)
- (E) An Automated Flight Following system (AFF)
- (F) One Transponder
- (G) One Altimeter and Automatic Pressure Altitude Reporting system
- (H) Provisions for a Supplemental Air Attack Kit
- (I) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.

- Note 1: Air Tactical aircraft equipped with an approved TAS shall be identified "w/TAS" on the aircraft approval card.
- Note 2: If a Supplemental Radio Kit is provided with the aircraft, "with radio kit" shall be identified on the aircraft approval card.
- Note 3: Supplemental Air Attack Kit installations shall not elevate the aircraft's capability beyond the type for which it would otherwise be approved.
- Note 4: Automatic Dependent Surveillance-Broadcast Out (ADS-B OUT) will be required for Air Tactical Aircraft beginning January 1st 2020.

(b) AVIONICS SPECIFICATIONS

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) *AVIONICS INSTALLATION AND MAINTENANCE STANDARDS*.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers.

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website: <http://www.nifc.gov/NIICD/documents.html> . The following requirements shall be met.

- (A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable

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in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only requires one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS subaudible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603A standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/AMD A-17 available at the following website: <http://www.nifc.gov/NIIICD/documents.html>. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the unrestricted crew operation of the radio controls when connected with an 18-inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph 2.A.2) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(iv) Non-Standard Radios

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Satellite Communications System (SatCom)

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(A) SatCom systems shall be FAA approved, powered by the aircraft electrical system via a dedicated circuit breaker, interfaced to the aircraft audio system as a communication transceiver, permit direct-dial operation, and be operational in all phases of flight.

(B) All manufacturer required displays and controls shall be easily visible and selectable by the PIC and SIC/Observer.

(C) The contractor shall maintain a subscription providing uninterrupted service during the contract period, and a minimum amount of minutes per month as identified in Section B. The Government will reimburse the contractor for actual costs incurred when using more than the required amount of minutes specified.

(2) Audio Systems

(i) Intercom systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An ICS volume control and a "hot mic" capability shall be provided for the PIC and SIC/observer. Passenger volume adjustments shall not affect the PIC. Hot mic may be voice activated (VOX) or controlled via an activation switch. The PIC shall have an isolation capability.

(ii) Audio Control systems

(A) General

Controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross-monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS. Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer's audio control system unless an aft audio control system is installed. Drop cords may be used provided MS3112E10-6S type 6-pin connectors are installed adjacent to the required passenger headset jacks and wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent).

Audio controls shall be labeled as COM-1, FM-1, AUX, PA, etc.... as appropriate or as COM-1, COM-2, COM-3, etc.... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600-ohm earphones and carbon equivalent, noise canceling, boom type microphones. All required positions shall have JJ-033 and JJ-034 type microphone and headphone jacks separated by no more than 4 inches. Cockpit speakers shall be sufficiently amplified for use in flight.

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Crew positions shall have radio Push-To-Talk (PTT) switches on their respective flight controls. A PTT switch shall be provided to allow the SIC/observer to transmit without touching the flight controls.

(B) Drop Cord Requirements

- (1) Coil cord with sufficient length to provide unrestricted movement according to mission requirements (Minimum 3 feet retracted)
- (2) 6-Pin MS3476L10-6P type connector on the coil cord
- (3) JJ-033 and JJ-034 type headset jacks at the housing
- (4) Large clip
- (5) Volume control
- (6) ICS switch with momentary and lock positions
- (7) Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control systems

The audio controller shall be installed in a location that provides the operator directly behind the SIC/observer unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s).

(D) Required Audio Control systems

The following audio control systems are required based on mission type

(1) Type I and Type II Air Tactical airplanes

- (a) Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer
- (b) The instructor position (directly behind the SIC/observer) shall have radio transmit capability. This position shall follow the SIC/observer system or have an aft audio control system.

(2) Type III and Type IV Air Tactical airplanes

A single audio control system for the PIC and SIC/observer

(3) Reconnaissance airplanes (when required)

A single audio control system for the PIC and SIC/observer

(3) Navigation systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

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Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to enter waypoints in flight manually. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.

(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have a clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map's display shall be 3 inches wide, 1.5 inches high, and show the aircraft's present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters shall be automatic-fixed, installed in a conspicuous or marked location, and meet the requirements detailed in 14 CFR 91.207 (excluding section f). ELT antennas shall be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO C91a or newer ELTs are required. TSO C126 and newer ELTs require documentation of current registration from the national authority for which the aircraft is registered.

(ii) Automated Flight Following systems (AFF)

Automated flight following systems shall be compatible with the government's tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF shall be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

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(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A username and password are required. Registration and additional information are available at <https://www.aff.gov/>. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable, the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the *Specification Section Supplement* available at https://www.aff.gov/documents/Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.

(iii) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the "Mode S" requirements of 14 CFR 135.143(c). Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(iv) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(v) Traffic Advisory Systems (TAS)

Traffic advisory systems shall be TSO approved, use active interrogation, graphically display traffic relative to the aircraft's horizontal position, and provide alert audio to the PICs audio control system. The display shall be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 2 miles or less unless the 2-mile display area has a diameter of 2.75 inches or larger.

(vi) Automatic Dependent Surveillance-Broadcast Out (ADS-B OUT)

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ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(5) General Systems

(i) Autopilots

Autopilots shall be capable of operating the aircraft controls to maintain flight and maneuver it about the three axes.

(ii) RADAR Altimeters

RADAR altimeters shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The low altitude annunciation shall be clearly identified, and in the PIC's primary field of view.

(iii) Multi-Function Displays (MFD)

MFDs shall be installed within view of the PIC and display GPS navigation information on a color moving map. TAS and weather datalink information shall be displayed on the MFD when these systems are required.

(iv) Cockpit Voice Recorder (CVR)

Cockpit voice recorders shall meet all applicable regulations for standard and transport category aircraft.

(v) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the SIC/observer and protected by a 10 Amp circuit breaker. Pin A shall be +28 VDC in 28 Volt aircraft. Pin B shall be airframe ground. Pin C shall be +14 VDC in 14 Volt aircraft. Pins A and C shall never be simultaneously wired to the connector. Refer to FS/OAS A-16.

(vi) Supplemental Antennas

Supplemental antennas shall be aeronautical broadband antennas and operate in the correct frequency band for the specified use. An approved coax, with sufficient length to connect to a unit installed between the PIC and SIC/observer plus 4 feet (minimum), shall be installed and terminated with a male BNC. The following antennas or equivalents shall be used.

(A) Low Band (32-50 MHz): Dayton-Granger 720061

(B) VHF-FM (138-174 MHz): Comant CI-177-1

(C) UHF 400-500 (406-512 MHz): Comant CI-275

(D) UHF 700-800 (721-898 MHz): Comant CI-285

(vii) Supplemental Radio Kit Provisions

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Space and mounting provisions between the PIC and SIC/observer shall be provided for the installation of a radio kit. The location shall allow for connection to the aircraft systems without interfering with flight controls or occupants. JJ-033 and JJ-034 audio jacks shall be installed next to the PIC and SIC/observer and interfaced to the PICs audio control system with PTT capability. The jack pair shall not be separated by more than 4 inches. An auxiliary power source shall be installed (paragraph (b)(5)(v)). A supplemental VHF-FM antenna shall be installed (paragraph (b)(5)(vi)).

(viii) Supplemental Air Attack Kit Provisions

Provisions for a supplemental radio kit (paragraph (b)(5)(vii)) shall be provided, and a second supplemental VHF-FM antenna shall be installed.

(ix) Supplemental Radio Kits

Supplemental radio kits provided with the aircraft shall be securely installed between the PIC and SIC/observer, meet FAA flammability requirements, and be interfaced to the aircraft via the provisions of paragraph (b)(5)(vii). The radio kit shall provide the capability for the aircraft to meet the equipment requirements of a Resource Reconnaissance Aircraft. See paragraph (a)(3).

(x) Supplemental Air Attack Kits

Supplemental air attack kits provided with the aircraft shall be securely installed between the PIC and SIC/observer, meet FAA flammability requirements, and be interfaced to the aircraft via the provisions of paragraph (b)(5)(viii). The air attack kit shall provide the capability for the aircraft to meet the equipment requirements of a Type II Air Tactical Aircraft. See paragraph (a)(5)(ii).

(xi) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired for RS232 serial communication between all required VHF-FM radios and a laptop computer. Individual connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front panel connectors may be used to meet this requirement if serial adapter cables are provided with the aircraft. For example TDFM 136A radios s/n FDA1200 and higher.

(xii) GPS Data Connectors

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired to receive RS232 serial data from the GPS to a laptop computer. Pin 2 shall be data transmitted from the GPS. Pin 5 shall be signal ground.

(xiii) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS of the requesting unit.

(xiv) Dual USB Charging Ports

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USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(c) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

All avionics used to meet this agreement shall comply with the manufacturer's specifications and installation instructions, federal regulations, and the following requirements.

- (1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 "Aircraft Electrical Systems" and Chapter 12 "Aircraft Avionics Systems" as well as FAA AC 43.13-2B Chapter 1 "Structural Data," Chapter 2 "Communication, Navigation and Emergency Locator Transmitter System Installations" and Chapter 3 "Antenna Installation" is required.
- (2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.
- (3) Labeling and marking of all avionics controls and equipment shall be understandable, legible, and permanent. Electronic label marking is acceptable.
- (4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.
- (5) All avionics equipment shall be included on the aircraft's equipment list by model, nomenclature, and location.
- (6) Avionics systems shall meet the performance specifications of FS/OAS A-24 *Avionics Operational Test Standards*. For a copy of all FS/OAS documents visit <http://www.nifc.gov/NIICD/documents.html> .

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C-10 OPERATIONS

(a) General

(1) Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR 39, 43, 61, 91, 135 (including those portions applicable to civil aircraft) and each certification required under this agreement unless otherwise authorized by the CO.

(2) A Government Representative, Aviation Manager or Flight Manager may inspect the Pilot's Interagency Airplane Pilot Qualification Card for currency before any flight. The Flight Manager has mission control and can delay, terminate, or cancel a flight at any time.

(b) Pilot Authority and Responsibilities

(1) The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading, and unloading of occupants and cargo. The Pilot shall comply with the directions of the Government, except when in the Pilot's judgment compliance will be a violation of applicable federal or state regulations or agreement provisions. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.

(2) The Pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity does not exceed the aircraft's limitations.

(3) A takeoff performance briefing shall be conducted daily and will contain the following elements based on the forecasted worst case environmental conditions:

(i) Takeoff distance required vs. runway available.

(ii) Climb performance to include single engine if operating a multi-engine aircraft.

(iii) A subsequent takeoff performance briefing will be conducted if during the day a takeoff is performed from an airport with a higher density altitude than originally planned.

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 Pilots Operating Handbook (POH).

(4) No equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially cause damage, injury, or obstruct the operation of equipment or personnel.

(5) Pilots will use an approved 14 CFR 135 cockpit checklist for all flight operations.

(6) Single Engine Piston Powered Aircraft shall not operate in known instrument meteorological conditions (IMC).

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(7) Cell Phone Use. Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

(8) Smoking is prohibited within 50-feet of fuel servicing vehicle, fueling equipment, or aircraft.

(9) Aircraft Engine(s):

(i) Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.

(ii) Aircraft shall not be refueled while engines are running, propellers turning, or with passengers on board.

(iii) The Pilot shall not leave the cockpit of an aircraft unattended while the engine(s) are running.

(10) Night Flying/Operations. Multi-engine aircraft or Turbine Powered Single Engine aircraft are approved for transporting passengers and/or cargo at night. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

(i) Notwithstanding the FAA definition of night in 14 CFR Part 1, Sec 1.1; for ordered flight missions that are performed under the agreement, night shall mean: 30 minutes after official sunset to 30-minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

(ii) Single engine Piston Powered aircraft flights at night are authorized only for ferry and cargo carrying missions at the Contractor's option and in accordance with 14 CFR 91.

(11) The Pilot shall not permit any passenger in the aircraft or any cargo to be loaded unless authorized by the CO.

(12) Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including (as applicable):
(Note: Pilots shall refer to Five Steps to a Safe Flight card (FS 5700-16/AMD-103))

(i) Use of seat belts and/or shoulder harness

(ii) Ingress/Egress procedures

(iii) Emergency Locator Transmitter (ELT)

(iv) Oxygen system

(v) No smoking within 50-feet of the aircraft

(vi) First Aid Kit

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(vii) Survival Kit

(viii) Personal Protective Equipment

(ix) Location and use of Fire Extinguisher

(x) Takeoff and climb performance (C-10.B.3)

(xi) Emergency fuel and electrical Cut-Off Procedures

(13) Flight Plans

Pilots shall file, open, and operate on a FAA, ICAO, or a USDA-FS approved flight plan for all flights while under government operational control. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

(14) Flight Following

Pilots are responsible for flight following with the FAA, International Civil Aviation Organization (ICAO), or in accordance with USDA-FS approved flight following procedures including Automated Flight Following (AFF).

(15) Manifesting

Prior to any takeoff, the PIC shall provide the appropriate USDA-FS dispatch office/coordination center with current passenger and cargo information.

(16) Transportation of Hazardous Material (HazMat)

(i) Aircraft may be required to carry hazardous materials in accordance with 49 CFR. Such transportation shall be in accordance with DOT Special Permit and the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068).

A copy of the current permit and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this special permit.

(ii) It is the Contractor's responsibility to ensure that Contractor employees who may perform a function subject to this special permit receive training on the requirements and conditions of this handbook/guide (**Interagency Aviation Training (IAT) Module A-110**). Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required.

(iii) The Pilot shall ensure personnel are briefed on specific actions required in the event of an emergency. The Pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations where the type and quantity of the materials do not change, repeated notification is not required.

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(iv) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172.

C-11 PERSONNEL

Pilot Experience Requirements:

The PIC shall hold a currently valid FAA commercial or higher Pilot certificate with current instrument rating. In addition, the Pilot shall also have logged flight time as PIC in fixed-wing aircraft of at least the following minimum amounts

(a) Flight Hours Experience

All Airplanes	Flying hours
Total time	1500
Pilot-in-Command total	1200
Pilot-in-Command, as follows:	
Category and class to be flown	200
Fixed wing – preceding 12-months	100
Cross Country	500
Operations in low-level mountainous terrain*	200
Night	100
Instrument – in flight**	50
Instrument – actual/simulated***	75
Make & Model to be flown	25
Make & Model - preceding 12 months	10

* Low-level mountainous terrain is a flight at 2500 feet AGL and below in terrain identified as mountainous in 14 CFR 95 Subpart B-Designated Mountainous Area. Experience operating outside the United States may be considered providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. ** In-flight means time accumulated at the controls of an airplane in flight, actual or simulated.

*** Time acquired in Flight Simulators, and Flight Training device's that meet the requirements of FAR 141.41 may be used.

(b) Each PIC shall every 5 years, or sooner at the discretion of the CO, pass a Government evaluation ride not to exceed 2-hours given by an Agency Pilot Inspector.

(c) Mountain/Remote Airstrips:

Pilots flying missions to Category 4 mountain/remote airstrips shall have successfully passed an evaluation ride given by a qualified Forest Service Pilot Inspector into a minimum of two typical mountain/remote airstrips and shall have a mountain/remote airstrip endorsement on their

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Interagency Airplane Pilot Qualification Card. Prior to dispatching a Pilot into a mountain/remote airstrip the designated Company Check Pilot or Contractor will brief the Pilot on the hazards associated with the airstrip and verify that the Pilot meets initial, recurrent and 12-month specific mountain/remote airstrip requirements. Individual National Forests may have specific requirements for a particular airstrip. The appropriate dispatch office should be contacted to obtain current airstrip information. Before dispatching an aircraft into a Category 4 airstrip, a Pilot shall meet special requirements, and the mission shall be coordinated with the local Forest. See the USDA Forest Service Airfield/Airstrip Directory website: http://www.fs.fed.us/fire/aviation/av_library/AAD2000.pdf .

Category 4 mountain/remote airstrips are restricted by the Forest Service to daytime VFR flight only. Use authorization shall be obtained from the appropriate dispatch office. Pilots shall have an endorsement on their Interagency Airplane Pilot Qualification Card and meet specific currency requirements in accordance with the **USDA Forest Service Airfield/Airstrip Directory**.

The Contractor shall provide the CO a list of Category 4 mountain/remote airstrips for which each Pilot is authorized. Airstrips, which are approved for Forest Service use, are identified within the **USDA Forest Service Airfield/Airstrip Directory** if required.

(d) The PIC shall be capable of performing basic programming functions and operations of Contractor installed aircraft avionics. This includes the ability to enter and utilize newly assigned frequencies and tones by selected channel positions. The PIC shall be able to instruct the Agency observer in how to perform basic programming and operation of VHF-AM and VHF-FM radios and GPS.

(e) All Pilots shall possess a current Class I or Class II FAA medical certificate.

(f) All Pilots shall possess and carry a current Interagency Airplane Pilot Qualification Card or Point-to-Point Only Pilot Qualification Card, in accordance with the Schedule of Items.

(g) All Pilots shall speak English fluently.

(h) Two Pilots may be required on all aircraft engaged in IFR missions. Pilots in addition to the PIC shall meet the following requirements:

- (1) Hold current FAA commercial pilot certificate.
- (2) Have current FAA instrument rating.
- (3) Have valid FAA multi-engine rating.
- (4) Current 14 CFR Part 135 equipment check.

C-12 CONDUCT AND REPLACEMENT OF PERSONNEL

All services provided shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures as well as adherence to the USFS Aviation Management 5700 Manual by all personnel engaged in aviation operations. The USFS Aviation Management 5700 Manual can be obtained at the following internet address under publications:

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http://www.fs.fed.us/fire/aviation/av_library/index.html

Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract. It is extremely important that inappropriate behavior is recognized and dealt with promptly.

(a) Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident or work site. Possession or use of these substances will result in the contractor being released from the incident or work site. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

(b) Performance of these contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities.

(c) The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer deems incompetent, unsafe, careless or otherwise objectionable or for theft, possession and/or removal of materials, supplies, equipment or any Government-owned or leased property.

C-13 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The CO may suspend a Contractor pilot who fails to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency.

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a Pilot operating under this agreement shall be suspended from performing Pilot duties under this agreement and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the investigation outcome.

(c) Upon involvement in an Incident with Potential as defined under mishaps, a Pilot operating under this agreement may be suspended from performing Pilot duties under this agreement and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the incident investigation outcome.

(d) When a Pilot is suspended, and when requested, the Interagency Pilot Qualification Card(s) shall be surrendered to the CO. Suspension will continue until:

(1) The investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification Card(s) is returned to the Pilot.

OR

(2) Revocation action to cancel the interagency pilot-authorization(s) is taken by the issuing agency in accordance with agency procedures.

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C-14 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, AIRCRAFT, AND EQUIPMENT

The Contractor may substitute or replace personnel, aircraft or equipment on an assigned order, at the discretion of the COR, with an aircraft listed in section B, provided it has equal to or greater performance than the aircraft being replaced, after informing the ordering dispatch office of the potential cost differences and the office approves. All costs associated with any substitution of Aircraft, Equipment or Personnel shall be paid for by the Contractor.

C-15 RELIEF PILOT

The Contractor may furnish a relief pilot to meet the day(s) off requirements in accordance with the 'Flight Hour and Duty Limitations' clause. If the Contractor does not elect to furnish a relief pilot, no daily availability shall be assessed on the payment invoice during the required pilot's day(s) off. In the event the Contractor elects to provide a relief pilot to maintain contract availability, all costs associated with the transportation of the relief pilot shall be paid for by the Contractor. Election to provide or not to provide a relief pilot shall be disclosed by the Contractor to the Government Representative or COR no less than (3) calendar days prior to the pilot's required day(s) off.

C-16 FLIGHT HOUR AND DUTY LIMITATIONS

All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Commercial flight time to and from the Assigned Work Location as a flight crewmember (commuting) will 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.

(a) Duty shall include flight time, ground duty of any kind, and standby or alert status at any location. This restriction does not include "on-call" status outside of any required rest or off-duty periods.

(b) Flight time shall not exceed a total of 8-hours per day.

(c) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, Pilots shall have a minimum of 10-consecutive hours off duty immediately prior to the beginning of any duty-day.

(d) Flight crewmembers accumulating 36 hours of flight time in any 6 consecutive days or less are required to have the following day off. Maximum cumulative flight hours shall not exceed 42 hours in any 6 consecutive days.

(e) Within any 24-hour period, flight crewmembers shall have a minimum of 10 consecutive uninterrupted hours off duty immediately prior to the beginning of any duty day.

(f) During any 14 consecutive day period, flight crewmembers shall be off-duty for two 24-hour periods from the time of last duty. The 24-hour off-duty periods need not be consecutive.

(g) Within any 24-hour period, maintenance personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day.

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(h) Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.

(i) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis.

(j) Two-Pilot crews flying point-to-point (airport to airport, etc.) shall be limited to 10 flight hours flight time in any duty day. (An aircraft that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).

(k) Pilots and mechanics may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

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

(m) Relief, additional, or substitute Pilots reporting for duty under this Agreement may be asked to furnish a record of all duty and all flight hours during the previous 14 days.

C-17 ACCIDENT PREVENTION AND SAFETY

(a) The Contractor shall furnish the CO with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to Pilot and maintenance personnel performance, aircraft airworthiness or operations.

(b) Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the agreement, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.

(c) The Contractor shall keep and maintain programs necessary to assure the safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the agreement. When, in the sole judgment of the CO, the safety programs will not adequately promote the safety of operations, the Government may terminate the agreement for cause as provided in the "Contract Terms and Conditions"(52.212-4(m)).

Examples of such programs are:

- (1) personnel activities,
- (2) maintenance,
- (3) safety,
- (4) compliance with regulations.

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(d) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance during the evaluation period used to determine the cause as stated above.

C-18 MISHAPS

(a) Reporting

(1) The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the USDA-FS when an "Aircraft Accident" or NTSB reportable "Incident" occurs within any company operations, whether under the agreement or not. Also, the USDA-FS shall immediately be notified when an "Incident with Potential" occurs.

(2) The toll-free 24-hour Interagency Aircraft Accident Reporting Hot Line number is
1-888-4MISHAP (1-888-464-7427)

(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "incident," the Contractor shall provide the USDA-FS with the information necessary to complete a NTSB Form 6120.1/2.

(2) The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5-days of an event, to submit to the USDA-FS a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap.

(3) Blank SAFECOMS and assistance in submitting SAFECOMS can be obtained from the USDA-FS. SAFECOMS may be submitted electronically at www.safecom.gov

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or records following an "Aircraft Accident", "Incident", or "Incident with Potential" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

(2) The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

(d) Investigation

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Agreement. Further, the Contractor fully agrees to cooperate with the USDA-FS during an investigation and make available personnel, personnel records, aircraft records, and any

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equipment, damaged or undamaged, deemed necessary by the USDA-FS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft shall be readily available to the mishap investigation team.

(e) Related Costs

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

(f) Search, Rescue, and Salvage

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

C-19 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The minimum PPE for flights shall consist of non-synthetic (natural fiber) materials or Nomex, shoes or boots that fully cover the feet, and long pants that overlap the shoes when in the seated position. Long sleeve shirts are recommended. During the course of work under this agreement, the Contractor's personnel may be required to wear additional or supplemental personal protective equipment when such equipment is mandated by the local user unit's policy.

C-20 INSPECTION AND ACCEPTANCE

In accordance with Federal Acquisition Regulation Clause 52.212-4 (a), the following is added:

(a) Pre-Use Inspection of Equipment and Personnel

(1) After award of the BOA, and any renewal, an inspection of the Contractor's equipment and personnel will be made. Inspections will be performed during normal Government working hours at a location mutually agreed to by the Contractor and CO.

(2) The aircraft and Pilot(s) will be made available for inspection as scheduled by the government.

(a) If after the initial inspection of the aircraft, documented discrepancies are not corrected within 30 days, a re-inspection may be required. If re-inspection is required it will be solely at the discretion of the Government. Re-inspection will take place at a time and place directed by the Government.

(3) At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance with each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.

(4) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at the time of inspection. The list shall include

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component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.

(5) The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).

(6) The items described below shall be made available at the pre-use or renewal inspection:

(i) Certificates/Agreement

(A) Copy of 14 CFR 135 Operations Specifications (as applicable).

(B) Complete copy of the Basic Ordering Agreement, including modifications with each aircraft.

(ii) Pilot(s) Annually

(A) Completed Airplane Pilot Qualifications and Approval Record Form (FS-5700-20) and Pilot log books. The 5700-20 form initially shall be submitted for each pilot and any time a 5 year evaluation is conducted. Thereafter pilots need not submit another form but must provide proof such as duty logs/logbooks signed by the chief pilot showing compliance with the agreements minimum currency requirements.

(B) FAA Pilot certificates.

(C) Current FAA Pilot medical certificate.

(D) Pilot 14 CFR 135 Airman Competency/Proficiency Check (FAA Form 8410-3). Category aircraft requiring two pilots, competency proficiency checks per 14 CFR 61.

(E) The Contractor shall ensure that each Pilot reviews the agreement and receives an initial briefing from a Forest Service Pilot Inspector and signs the USDA Forest Service Aviation Operations Briefing: Fire Pre-Season Operations Guide for Fixed-Wing Pilots and Aircraft. Current signed briefings shall be in receipt of the CO prior to operating under a CWN order against the agreement. Annually thereafter the briefing will be reviewed by each pilot with the chief pilot and provide a signed statement to the Regional Inspector Pilot. Signed briefings will be maintained with the pilot approval records.

(F) Each Pilot shall be reevaluated every five years at the discretion of the government.

(iii) Equipment

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- (A) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation.
- (B) Aircraft maintenance records.
- (C) A&P Mechanic available.
- (D) Additional Equipment as offered.

C-21 PRE-USE INSPECTION EXPENSES

- (a) All operating expenses incidental to the inspection shall be borne by the Contractor.
- (b) Pilot evaluation flights may require up to 2-hours of flight time for each Pilot as deemed necessary by the CO. All evaluation flights shall be performed in a carded aircraft of like make and model furnished for the agreement.
- (c) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection. Initial inspections of aircraft will be conducted at a time and place mutually agreed upon by the contractor and the regional aviation maintenance inspector. The pilot inspections will be conducted at a time and place mutually agreed upon by the contractor and the regional inspector pilot. The contractor will be afforded one pre-use inspection for all offered aircraft and pilots. If multiple trips are required, the costs may be charged to the contractor.

C-22 RE-INSPECTION EXPENSES

When re-inspection is necessary because Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the Government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and CO.

C-23 INSPECTIONS DURING USE

- (a) At any time during the agreement period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.
- (b) Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.
- (c) When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

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C-24 RESERVED

C-25 AUTHORIZED ORDERING ACTIVITIES

The geographic area coordination center and forest dispatch office(s) are authorized to place orders under the Basic Ordering Agreement. Contractors shall not accept orders from any other source.

C-26 ORDERING PROCEDURES

(a) The customer requesting the service or support will submit their requirements to the dispatch coordinator. The aviation dispatcher will then make an operational determination by evaluating operational needs, aircraft capabilities and cost considerations in determining the most suitable vendor. Once the determination is made a Resource Order shall be issued to the Contractor in writing and may include the following type of information:

- (1) Order number
- (2) Ordered aircraft by Agreement Item and/or N-Number
- (3) Date of flight
- (4) Estimated time of departure
- (5) The ordered duty hours, if applicable
- (6) Flight point of origin
- (7) Flight destination
- (8) Passenger/cargo manifest
- (9) Flight description
- (10) Flight-following arrangements and agency radio frequencies
- (11) Known flight hazards
- (12) PPE requirements
- (13) Date/Time Needed

(b) The Government does not guarantee the placement of any orders for service under this Agreement and the Contractor is not obligated to accept any orders. When the Government places an order for services if the Contractor elects to accept the order, either through written acknowledgment or commencement of performance, a contract/order will thereby be established. The contract/ order will include all of the terms and conditions called out under the Agreement.

C-27 POINT OF HIRE

Point of Hire shall be the Contractor's Home Base as specified in Section B or the location of aircraft at the time of hire.

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C-28 ASSIGNED WORK LOCATION(S)

The Assigned Work Location will be determined at the time the order for services is placed.

C-29 DAILY AVAILABILITY REQUIREMENTS

(a) Equipment. The aircraft and related equipment will be available 14 hours per day and will not be removed from the host base or assigned work location without the approval of the Contracting Officer.

(1) Inclement weather conditions: The Pilot in Command (PIC) is the final authority for the safety and security of the aircraft. When inclement weather may be a concern, both Pilot and Aircraft Manager/COR must develop a contingency plan to identify potential relocation destination(s) that will afford the best protection for the aircraft. Once agreed upon by both manager and pilot, the request to re-position or release the aircraft must be approved by aviation management staff (example: FAO, AOBD, UAO, UAM).

(b) Personnel. Personnel will be in one of the following categories of availability:

(1) Standby: Personnel will be on standby status each day. The beginning of the Standby period will be set by the COR and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours regardless of the payment status of the aircraft. During the Standby period, with the exception of the first 30 minute period to accommodate preflight, the personnel/aircraft shall be able to respond to a dispatch within 15-minutes unless an alternate response time is established by the COR.

(2) Extended Standby (that period over 9 hours per day per authorized personnel) is not intended to compensate the contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft, nor is it paid while the crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Invoice by the Government and only in unusual circumstances will the Government compensate the Contractor for extended standby when aircraft is not also available for immediate dispatch. Extended Standby applies only to the awarded number of compensable personnel provided with the aircraft.

(3) Authorized Break. During the standby period, requirements may be modified by the COR to allow Contractor's personnel time off away from the assigned work location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fails to return to Standby upon request. The Contractor will provide the COR with information on how to contact Contractor personnel. Personnel will be allowed 1-hour to return to standby status after the contact attempt is made. Failure to return to work within 1-hour will result in loss of availability.

(4) Release-from-Duty. The Contractor's personnel may be released and be considered off duty prior to completion of their individual crew duty limitation period. Once released,

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the Contractor personnel are not required to return to Standby status the same day. Service shall be recorded as fully available provided the COR has approved the release of the Contractor's personnel in advance.

(5) Reserved

C-30 PAYMENT FOR AVAILABILITY

(a) Availability will be paid at the applicable rate specified in the Schedule of Items only when Contractor's equipment and pilot meet the Daily Availability Requirements and are recorded in ABS.

(b) Availability for aircraft and pilot (maximum 14-hours-single pilot) will be ordered, measured, and recorded each day.

(c) Payment for availability will not commence until the aircraft arrives at the assigned Work Location and is available for standby. On the first day, if an aircraft arrives at the Assigned Work Location at or before 1200 hours (noon local time) a full day of availability will be paid. Aircraft arriving after 1200 hours (noon local time), will be paid for a half-day of Availability. For purposes of this clause, on the first and last day, duty time will be computed based on time zone at the point of departure.

(d) On the last day at the Assigned Work Location, aircraft released from the Assigned Work Location at or before 1200 hours (noon local time) will be paid one half-day of Availability. Aircraft released after 1200 hours (noon local time) will be paid for a full day of Availability.

(e) No more than one day of Availability may be earned in a calendar day (0001 to 2400).

(f) When the aircraft has arrived at the Assigned Work Location, it may be considered available.

(g) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, travel costs to and from lodging, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

C-31 UNAVAILABILITY

(a) The Contractor will be considered to be "Unavailable" whenever equipment or personnel are unable to perform or fail to perform the requirements of the Agreement. The aircraft will be considered unavailable when the pilot, mechanic, or fuel servicing vehicle driver cannot perform because of duty limitations unless a relief crew is provided.

Unavailability, however, will not be assessed when the pilot-has reached flight and/or duty limitations when the conditions of C-16 Flight and Duty Limitations occur.

(b) Reserved

(c) Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO whenever the equipment or personnel become available. Inspection by the Government after a performance failure has occurred will be made as

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promptly as possible after the Contractor has given notice that the deficiency has been corrected. When Inspection reveals that the failure has been corrected, the Contractor will be considered in "Available" status from the time the Contractor gives notice to the Government that the deficiency has been corrected. The Government retains the right to require aircraft and personnel review and/or check flights at Contractor's expense.

(d) Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability.

C-32 PAYMENT FOR FLIGHT

Flight Time Measurement

(a) Payment for flight time will be made only when the flight is properly ordered by designated personnel. Payment will be made based upon the applicable rate specified in the Schedule of Items. Unless otherwise agreed upon, ordered flights will originate and/or terminate at the Contractor's Home Base specified in the Schedule of Items.

(b) Flight time will be measured in hours and tenths and will be made by a flight hour meter (Hobbs) that runs only when aircraft is in flight. In the event that the flight hour meter malfunctions during flight, the elapsed time method using clock time will be used.

(c) Flight (ferry) time of aircraft to and from the Contractor's Home Base or alternate location will be paid at the flight rate specified in the Schedule of Items.

(d) The Government does not guarantee any flight time.

C-33 PAYMENT FOR EXTENDED STANDBY

(a) Extended Standby (that period over the first 9 hours of standby per day, per authorized personnel) will be measured in hours (rounded to the next full hour and paid at the rate specified in the Schedule of Items) for all ordered standby by a government representative.

(b) Extended Standby is not applicable on days when mobilization or demobilization is paid. Only applicable to Call When Needed (CWN).

(c) The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the COR.

C-34 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) During mobilization and demobilization on any day in which flight is performed and no Daily Availability is earned, a lump sum of \$500 per day per authorized personnel will be paid.

(b) Mobilization and Demobilization is not applicable if the aircraft is reassigned. The rate in effect for reassignment is the daily availability rate plus flight.

(c) Mobilization and Demobilization payment is not intended to compensate the Contractor on a one-to-one basis for incurred costs.

(d) The Contractor will be reimbursed for airport landing fees and airport use costs

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associated with performance under this Contract. Costs associated with preparing the aircraft for service will not be paid.

(e) The costs shall be necessary and reasonable in amount. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to the COR upon request. Salary costs for Contractor employee(s) while in travel status will not be paid.

(f) Claims for reimbursement shall be documented on the FS Flight Use Report. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts are to be provided to the aircraft manager for review and approval but are not required to be submitted with the FS payment document.

(g) Failure to perform upon arrival at the Assigned Work Location may result in non-payment of all mobilization and demobilization costs.

(h) When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire providing that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as they actually occur.

(i) During mobilization, if cancellation occurs after the flight has commenced, the Contractor will be compensated in accordance with the above provisions.

C-35 CONTRACTOR STAND-DOWN OR DEACTIVATION

(a) The Contractor shall immediately notify the Contracting Officer by telephone, followed up with written notification (email or letter) to the Contracting Officer, when the Contractor implements a stand-down or when the Contractor de-activates any or all of the aircraft/fleet that is operating in compliance with this agreement. The Contractor's verbal and written notifications shall include all of the tail number(s) for all the affected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

(b) The Contractor shall also notify the Contracting Officer by telephone, followed up with written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the affected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s). Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

(c) The contractor must also comply with all requirements of C-17 Accident Prevention and Safety and C-18 Mishaps.

C-36 ADDITIONAL AIRCRAFT AFTER ESTABLISHMENT OF THE AGREEMENT

After the establishment of the BOA, additional aircraft with equal performance may be added if requested in writing to the Regional Aviation Officer and the Contractor Officer and a bona fide need exists. Any/All additional aircraft shall be incorporated into the BOA at the same flight rate of the aircraft that was originally awarded.

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If an aircraft does not meet the performance rating of the originally awarded aircraft, an emergency situation must exist, and the rate shall be negotiated by the Contracting Officer to ensure the rate is fair and reasonable and best value to the Government.

C-37 RESERVED

C-38 MISCELLANEOUS COSTS TO THE CONTRACTOR

Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the BOA may be reimbursed at actual cost when approved by the COR. Examples of such items are airport landing fees, airport use costs (tie-downs), and rental car use if Government transportation is not available. Rental car expenditure shall be authorized prior to commitment and documented on the FS-6500-122 accordingly. Supporting itemized paid receipts will be provided to the COR, upon request. Claims for reimbursement shall be documented on the FS 6500-122 (Flight Use Report) at the time incurred.

C-39 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.

C-40 PAYMENT PROCEDURES

(a) All flight time, Wait Time, Ordered Standby and other authorized daily expenses shall be entered electronically via the Aviation Business System (ABS) for payment processing. Payments will be made semi-monthly for services approved. The daily invoices will be "bundled" every two weeks by the COR for submission to Albuquerque Service Center (ASC) via ABS for payment. If the vendor makes any changes to the invoices, the invoices will be returned via ABS to the COR to approve or reject the changes. Changed invoices as accepted by the COR are submitted to ASC for payment. The FS-6500-122 may be used as a backup to record authorized daily charges for submission into ABS.

(b) To prepare for access to ABS, please request an e-authentication username and password by accessing <http://www.fs.fed.us/business/abs/index.php>. Helpdesk support is available at (866) 224-7677. Your e-authentication username and password serve as your electronic signature.

C-41 PERFORMANCE BY GOVERNMENT-FURNISHED PILOT

(a) General

(1) The following provisions shall apply to the performance of work ordered under the BOA, on an intermittent and short-term basis, when the utilization of a qualified Government Pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.

(2) Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO. Government pilots must complete the operators CFR 14 135 training and be listed on the insurance policy of the vendor.

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(3) Government Pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals.

(4) Appropriate records to establish the qualifications and experience of the Government Pilot will be furnished to the Contractor upon request.

(5) The Contractor may conduct check rides and/or training of Government Pilots for familiarization in the Contractor's aircraft. The cost of check rides and flight training, if required, will be borne by the Government.

(6) Approval of a Government Pilot to perform work under an order against the agreement rests solely with the Contractor.

(7) The Loss, Damage, or Destruction clause, is applicable to orders against the agreement when the Contractor authorizes performance by a Government Pilot.

(8) The payment provisions of the agreement remain unchanged.

(9) The Government Pilot Shall not function as Contractor's scheduled relief Pilot.

(b) Loss, Damage, or Destruction

(1) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished except as provided in (4)(a) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this agreement, and any extension thereof, hull insurance acceptable to the CO. The Contractor's insurance coverage shall apply to Pilots furnished by the Government to operate the aircraft. The parties named insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government Pilots by name and qualification who are potential Pilots.

(2) Prior to the commencement of work hereunder, the Contractor shall furnish the CO a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this agreement, the name and address of the Contracting Office, the policy, and the insured.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible (if any) stipulated in the insurance coverage as follows:

(a) In-Motion Accidents - Up to five percent of the current insured value of the aircraft stated in the policy.

(b) Not In-Motion Accidents – Up to \$1,000.00 per accident.

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(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from normal wear and tear, negligence or fault in the maintenance of the aircraft by the Contractor, or defect in the construction of the aircraft or a component thereof.

(6) If damage to the aircraft is established to be the fault of the Government, Ordered Standby payments will be made to the Contractor during the repair period. The Government may at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.

(7) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of their own or their agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

(8) Any failure to agree as to the responsibility of the Contractor shall after a final determination and finding by the CO, be considered a dispute in accordance with the FAR "Dispute Clause."

(a) The Government shall not be liable for damages to contractor equipment or personnel except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

C-42 DEFINITIONS

As used throughout this agreement, the following terms shall have the meaning set forth below:

Additional Personnel. Additional personnel specifically ordered by the CO where it is to the Government's advantage to have additional availability of the aircraft (not to be confused with a relief Pilot furnished by Contractor to replace primary Pilot).

Air Tactical. Special mission flights above 500 feet AGL involving the aerial airspace management and use of aviation resources.

Aircraft Accident. An occurrence associated with the operation of an aircraft, which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Aircraft Incident. An occurrence is other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Aircraft Make and Model. Specific make and basic model of aircraft, including modification; e.g., a Cessna 206

Aircraft Make, Model, and Series. A specific make, model, and series of aircraft including modification (e.g., a Cessna 310 is not the same make, model, and series as a Cessna 337).

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

Alert Status. A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered by the CO to do so.

Assigned Work Location. A location is other than the Home Base, established to permit operation from the vicinity of a project area.

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

Call-When-Needed. A term used to identify the furnishing of services on an “as needed basis” or “intermittent use” in Government procurement agreements. There is no guarantee the Government will place any orders, and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

Cargo. Any item that is not an occupant or part of the aircraft carried by aircraft.

Category 4 Airstrip. These are mountain/remote airstrips and are restricted by the Forest Service to day VFR flight only. Use authorization must be obtained from the appropriate National Forest dispatch office. Pilots must have an endorsement on their Pilot Qualification Card and meet specific currency requirements.

Civil Twilight. Begins in the morning, and ends in the evening when the center of the sun is geometrically 6° below the horizon.

Contractor. An operator being paid by the Government for services.

Crew Member. A person assigned to perform duties in an aircraft during flight time.

Cruising Speed, Service Ceiling, and Cruising Range. Shall be the same as applied by the CAB and FAA, United States Department of Transportation and the aircraft manufacturer.

Empty Weight. The last weight and moment entry on the aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the agreement, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Equipped Weight. Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by the agreement (i.e., survival kit).

The aircraft equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the agreement, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Fatal Injury. Any injury, which results in death within 30-days of the accident.

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Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight. Movement of the aircraft under its own power from point-to-point without a passenger(s) or cargo.

Fire Reconnaissance. Special mission flights above 500 feet AGL involving the detection of fires.

Flight Crew. That Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under the agreement to the Government.

Flight Manager. Designated Government Representative for all passengers on a flight.

Fully Operational. Aircraft, Pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the aircraft both on the ground and in the air.

Fully Rated Capacity. The number of passenger seats or pounds of cargo load authorized in the applicable Type Certificate Data Sheet.

Gross Weight. The loaded weight of an aircraft. Gross weight includes the total weight of the aircraft, the weight of the fuel and oil, and the weight of the entire load it is carrying.

Ground Mishap, Aircraft. An aircraft mishap in which there is no intent to fly; however, the power plants and/or rotors are in operation and damage incurred requiring replacement or repair of rotors, propellers, wheels, tires, wing tips, flaps, etc., or an injury is incurred requiring first aid or medical attention.

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

Home Base. The home base shall be the primary address listed on the FAR 135 Air Carrier Operating certificate issued by certificate holding FAA District Office.

Incident. An occurrence is other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate the serious potential for substantial damage or injury.

Instrument Flight Rules (IFR). As defined in 14 CFR 91.

Internal Cargo Compartments. An area within the aircraft specifically designed to carry cargo.

Law Enforcement. Those duties carried out by agency personnel together with personnel from cooperating agencies, to enforce various Federal laws applicable to trespass (those activities relating to timber, grazing, fire, occupancy, and others). Other activities can include those that are illegal under the antiquities acts and the manufacturing, production, and trafficking of substances in violation of the Controlled Substances Act (16 U.S.C. 559b-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally).

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Life-Threatening. A situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action to prevent loss of life.

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.

Maximum Certificated Gross Weight: Maximum certificated gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, cargo, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

Medical Attention. An injury, less than serious, for which a physician prescribes medical treatment and makes a charge for this service.

Mission Use. The use of an aircraft that in-itself constitutes a discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency and may include such activities as a lead plane, smokejumper/Para cargo, aerial photography, mobilization/demobilization of emergency support resources, reconnaissance, survey, and project support. Mission flights do not include official travel to make speeches, attend conferences or meetings, or make routine site visits.

Mishap, Aviation. Mishaps include aircraft accidents, incidents-with-potential, aircraft incidents, and aircraft maintenance deficiencies.

Mountain Flying. Conducting flight operations that require special techniques including takeoffs and landings at locations with 5,000 feet above sea level or greater pressure altitudes, at temperature ranges above 75 degrees F, and or limited and unimproved airstrips.

Mountain/Remote Airstrips. These are Category 4 airstrips and are restricted by the Forest Service to day VFR flight only. Use authorization must be obtained from the appropriate National Forest dispatch office. Pilots must have an endorsement on their Pilot Qualification Card and meet specific currency requirements.

Night Operations. For ordered flight missions that are performed under the agreement, night shall mean 30 minutes after official sunset to 30 minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

Occupant: Any crew or passenger that is aboard an aircraft.

Operating Agency. An executive agency or any entity thereof using agency aircraft, which it does not own.

Operational Control. The condition existing when an entity exercises authority over initiating, conducting or terminating a flight.

Operator. Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Passenger. Any person aboard an aircraft who does not perform the function of a flight crewmember or crewmember.

Passenger Seating Capacity. Number of passenger seats excluding Pilot(s).

SECTION C DESCRIPTION/ SPECIFICATIONS

Pilot-In-Command (PIC). The Pilot is responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-to-Point. Aircraft operations between any two geographic locations operationally suitable for takeoff and landing (airport to airport). A flight to a designated or defined mountain/remote airstrip (category 4) does not constitute a point to point flight.

Precautionary Landing. A landing necessitated by the apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Principal Base of Operations. The primary operating location of a 14 CFR 135 certificate holder as established by the certificate holder.

Resource Reconnaissance. Special mission flights above 500 feet AGL involving observation and fact-finding reconnaissance, i.e., wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.

SAFECOM. Used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation-related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov

Serious Injury. Any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.

Special Mission Aircraft. Aircraft approved for other than point to point only missions. Transportation is limited to personnel required to carry out the special mission of the aircraft.

Special Missions. Aviation resource mission in direct support of incidents, i.e., air tactical, fire reconnaissance, resource reconnaissance, all-risk, mountain/remote airstrips (category 4), and other missions requiring special qualifications, training, and/or equipment.

Substantial Damage. Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered "substantial damage" for the purpose of this part.

Useful Load. The maximum allowable weight (passengers and/or cargo) that can be carried in any one mission.

Visual Flight Rules (VFR). As defined in 14 CFR Part 91.

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C-43 ABBREVIATIONS

A&P	Airframe & Powerplant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
ACCO	Air Carrier/Commercial Operator
AD	Airworthiness Directive
ADS-B-OUT	Automatic Dependent Surveillance-Broadcast Out
AFF	Automated Flight Following
AMD	Aviation Management Directorate (formerly OAS)
AMI	Aviation Maintenance Inspector
ASP	Aviation Safety Plan
ATC	Air Traffic Control
BOA	Basic Ordering Agreement
CAB	Civil Aeronautics Board
CAP	Continued Airworthiness Programs
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPCP	Corrosion Prevention and Control Program
CWN	Call-when-Needed (Agreement)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
EWIS	Electrical Wiring Interconnection Systems
FAA	Federal Aviation Administration
FAHD	Fire Applications Help Desk
FAR	Federal Acquisition Regulations
FHP	Forest Health Protection
FPMR	Federal Property Management Regulations
FS	Forest Service
FSS	Flight Service Station
GACC	Geographic Area Coordination Center
GPM	Gallons-Per-Minute
GPS	Global Positioning System
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
ISA	International Standard Atmosphere
M&IE	Meals and Incidental Expenses
MEL	Minimum Equipment List
MSB	Mandatory Service Bulletins
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
NVG	Night Vision Goggles

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OEM	Original Equipment Manufacturer
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command
PPE	Personal Protective Equipment
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SAIB	Special Airworthiness Information Bulletin
SB	Service Bulletin
SIC	Second-in-Command/Co-Pilot
SID	Structural Inspection Documents
SSID	Supplemental Structural Inspection Documents
STC	Supplemental Type Certificate
TAS	Traffic Advisory Systems
TBO	Time Between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
TFR	Temporary Flight Restriction
USDA-FS	United States Department of Agriculture-Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSO	Stall Speed in a landing configuration
VSWR	Voltage Standing Wave Ratio
ZAO	Zone Aviation Officer

**SECTION C
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ATTACHMENT 1

WAGE DETERMINATION

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
      THE SERVICE CONTRACT ACT         | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
                                         | WASHINGTON, D.C. 20210
                                         |
                                         |
Daniel W. Simms      Division of Wage | Wage Determination No: 1995-0222
Director             Determinations   | Revision No: 45
                                         | Date Of Revision: 02/08/2018
  
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts
 Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		29.10
(not set) - First Officer (Co-Pilot)		26.49
(not set) - Aerial Photographer		14.54

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 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)

HOLIDAYS: A 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.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 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)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be

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retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

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DESCRIPTION/ SPECIFICATIONS**

ATTACHMENT 2

PUBLIC AIRCRAFT OPERATIONS DECLARATION

This Attachment serves as notice that you may be conducting Public Aircraft Operations (PAO) while under contract to the United States Forest Service (USFS). Flights ordered and conducted under this contract may be considered Public Aircraft Operations.

All contract requirements including compliance with applicable 14 CFR regulations apply for PAO flights.

After contract award, the contractor/company is responsible for providing the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. In addition, a copy of this document is required to be carried in each contracted aircraft listed below and provided to the contracting office.

****Civil Operator** (*Name your Certificates are Held Under*):

****Aircraft Type (Fixed-Wing or Helicopter)** (*Make/ Model/ Series*):

****Name of Aircraft Owner** (*Name on Aircraft Registration*):

****Aircraft Registration Number(s)** (*N Number(s) of aircraft on contract*):

Contract Number:

Contract Type and Service:

Date of Contract:

Date of Proposed First Flight as a PAO:

Date PAO Declaration Expires:

Public Aircraft Operations are being conducted under contract by: U.S. Forest Service, 1400 Independence Avenue SW, Washington DC 20250

Acquisition Management Official: Gloria R. Sanders, Contracting Officer, GRSanders@fs.fed.us or 404-347-4023

Government Official Making PAO Flight Determinations: Art Hinaman, Assistant Director of Aviation, awhinaman@fs.fed.us or (202) 205-1505

Please contact Art Hinaman, Assistant Director of Aviation at awhinaman@fs.fed.us or (202) 205-1505 with comments or questions regarding the PAO declaration.

****Please complete these fields of this Attachment and return. If additional space is needed please**

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ATTACHMENT 3

CPARS EVALUATION FORM

FOR CWN – RETURN COMPLETED FORM TO: U.S. FOREST SERVICE Southern region (R8) 1720 Peachtree Road N.W. Ste 876S Atlanta, GA 30309-2404 Fax 404-347-4866		EVALUATION REPORT ON CONTRACTOR PERFORMANCE	
		<i>SOURCE SELECTION INFORMATION NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)</i>	
AGENCY / USER		CONTRACT NO.	
ADDRESS		CONTRACTOR	
CITY / STATE/ ZIP		PERIOD OF PERFORMANC E	FROM TO
CONTRACT COR		LOCATION OF PERFORMANC E	
PROGRAM TITLE	AIRCRAFT FLIGHT SERVICES: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER <input type="checkbox"/> OTHER		
	specify AIRCRAFT TYPE		
CONTRACT EFFORT DESCRIPTION <i>(check all that apply)</i>	<input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> CALL WHEN NEEDED		
	<input type="checkbox"/> FIRE MANAGEMENT <input type="checkbox"/> RESOURCE <input type="checkbox"/> MAINTENANCE		
	<input type="checkbox"/> OTHER MISSION – specify: 		
INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).			
SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS			
1. Quality of Service. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.			
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory			
COMMENTS:			
2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.			
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory			
COMMENTS:			

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3. Business Relations. Contractor was cooperative and customer oriented, provided sufficient field support, satisfactorily addressed any issues or concerns, and identified corrective action as necessary.

- N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

4. Management of Key Personnel. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

- N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

5. Other - Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations.

- N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

6. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this Contractor again to accomplish a similar project?

- N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

Additional comments to support your response to any item above or other items (include additional page if needed)

Name and Title of Individual Completing this Form			
Signature	Telephone Number	Date	

**SECTION C
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RATING	DEFINITION	CPARS	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.		To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.		To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.		To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.		To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.		To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

**SECTION D
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D-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.arnet.gov/far/

D-2 ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities (APR 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-7 System for Award Management (OCT 2016)
52.204-13 System for Award Management Maintenance (OCT 2016)
52.204-14 Service Contract Reporting Requirements (OCT 2016)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
52.222-41 Service Contract Labor Standards (MAY 2014)
52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – (Price Adjustment (Multiple years and Options Contracts) (MAY 2014)
52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)
52.228-5 Insurance – Work on a Government Installation (JAN 1997)
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.242-13 Bankruptcy (JUL 1995)
52.245-1 Government Property (JAN 2017)
52.245-9 Use and Charges (APR 2012)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1998)
452.219-70 Size Standard and NAICS Code Information (SEP 2001)

D-3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5) (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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(3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

(10) [Reserved].

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- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
 - (ii) Alternate I (Nov 2011) of [52.219-3](#).

- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - (ii) Alternate I (JAN 2011) of [52.219-4](#).

- (13) [Reserved]

- (14)(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).

- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
 - Alternate I (Oct 1995) of [52.219-7](#).
 - Alternate II (Mar 2004) of [52.219-7](#).

- (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - (ii) Alternate I (Nov 2016) of [52.219-9](#).
 - (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - (iv) Alternate III (Nov 2016) of [52.219-9](#).
 - (v) Alternate IV (Nov 2016) of [52.219-9](#).

- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

- (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).

- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C.637\(d\)\(4\)\(F\)\(i\)](#)).

- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside

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(Nov 2011) ([15 U.S.C. 657 f](#)).

- (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C.632\(a\)\(2\)](#)).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or

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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 Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

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- (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (May 2014) of [52.225-3](#).
 - (iii) Alternate II (May 2014) of [52.225-3](#).
 - (iv) Alternate III (May 2014) of [52.225-3](#).
- (48) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (49) [52.225-13](#), Restrictions 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).
- (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

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- (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—

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Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

- (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph

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(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 (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [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](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

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- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706). (xviii)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a). (B) Alternate I (JAN 2017) of [52.224-3](#).
 - (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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.

D-4 Economic Price Adjustment Contract Flight Rates

During the contract periods, including renewal, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel. The price of aviation fuel is established in the Schedule of items. The prices are based on the average fuel price commercially available at Airport or zip code location specific to Region 8. The average of the fuel prices are derived from the following website: <http://www.airnav.com/fuel/>
A fuel survey will be conducted approximately February 16th and July 16th of each contract period. An adjustment will only be made to the fuel portion of the flight rate if the variation is \$0.10 or more per gallon from the price established in the previous adjustment. The option year flight rate will be adjusted at the time of renewal to reflect changes in fuel prices from the last fuel survey and the fuel rates established in the Schedule of Items (See Section B, Fuel Price Basis) if the variation is \$0.10 or more per gallon. The flight rate will be adjusted by the difference between the current average and the base fuel prices multiplied by the hourly fuel consumption rate of the aircraft

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**D-5 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
(FAR 52.209-9) (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the agreement, by posting the required information in the System for Award Management (SAM) database via <http://sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

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

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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

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D-6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the agreement. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

D-7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of the agreement by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the agreement expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of the agreement, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

D-8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Par 4), this clause identifies the classes of service employees expected to be employed under the agreement and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

<u>Employee</u>	<u>Class</u>	<u>Wage</u>
Aircraft Pilot	GS-11	\$25.27
Aircraft Co-Pilot	GS-11	\$23.01

D-9 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

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

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D-10 PROPERTY AND PERSONAL DAMAGE

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the **CONTRACTOR and THE UNITED STATES OF AMERICA.**
- (d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.
- (e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this agreement, or growing out of direct performance of the agreement, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (f) Prior to the commencement of work, the Contractor shall provide the CO with one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-11 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209 -71) (ALTERNATE 1) (FEB 2012)

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –
 - (1) does not have a tax delinquency, meaning that it is not subject to 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, and
 - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate the agreement for default and may recover any funds the awardee has received in violation of sections 433 or 434.

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E-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2017)
(TAILORED)

(a) *Offers:* To be considered as a Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below.

Send proposals to:

(1) By mail, hand carried or express delivery service:

U.S. Forest Service, Contracting
Southern Regional Office
1720 Peachtree Street NW, Ste 876S
Atlanta, GA 30309-2405

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

Mailroom: DO NOT OPEN

Attn: Shundrica Daniels, Contracting Officer

Deliver to Acquisition Management (AQM) Suite 876S (Solicitation 1243N918Q003)

No facsimile or electronic offers will be accepted.

(b) **Submission of offers. Your offer must consist of the following:**

- (1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed by you.
- (2) Section B - Schedule of Items, Requirements and Prices with your proposed prices inserted in the appropriate spaces.
- (3) Sections E-5 through E-7 completed and submitted with your offer or submitted electronically in the Systems for Award Management (SAM).
- (4) Acknowledgment of Solicitation Amendments, if any.
- (5) Reserved
- (6) Include and submit information identified in E-2. The Offeror's past experience should be verified by the vendor; verify that points of contact, telephone, and facsimile numbers are valid.
- (7) All information on your technical proposal shall be provided via one (1) USB thumb drive. **No facsimile (FAX) or e-mail offers will be accepted.**

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(8) Please contact the Contracting Officer by telephone or in writing (facsimile) if you do not understand any part of these instructions.

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

(d) Late submissions, modifications, revisions, and withdrawals of offers.

(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 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) 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—

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

(B) 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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) 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.

(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.

(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.

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(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, 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, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(e) Contract award (not applicable to Invitation for Bids). The Government may 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.

(f) The Contractor must comply with FAR 52.204-7, System for Award Management (OCT 2016).

(g) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(h) System for Award Management. 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 SAM 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 SAM 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 SAM database accessed through <https://www.acquisition.gov>.

(i) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

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- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (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.

E-2 EVALUATION-COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014) (TAILORED)

The Government intends to establish multiple agreements resulting from this solicitation to those responsible Offerors whose offer conforming to the solicitation represents the best value to the Government. The technical evaluation criteria, Proposed Aircraft, Safety/Risk Management, Capability of the Offeror, will be rated equally. All technical factors, when combined, are approximately equal to price. In any case, the Government reserves the right to make awards to the offerors whose proposal provides the best overall value to the Government.

- (a) **Elements of the Offer.** We will determine the merits of each offer on the basis of (1) the Proposed Aircraft and (2) its proposed price-
 - (1) **Proposed Aircraft.** We will evaluate the identified aircraft of each acceptable offer to determine to what extent the aircraft that you propose for use will meet or exceed the stated performance requirements of the aircraft requirements listed in Section B and Section C of the contract. Minimum (mandatory) aircraft requirements will be evaluated on a pass/fail basis.
 - (2) **Price.** We will evaluate the proposed price of each acceptable offer for reasonableness in accordance with the Federal Acquisition Regulations (FAR) and paragraph (c), below.

- (b) **Capability of the Offeror.** We will evaluate your capability on the basis of (1) your organizational experience and (2) your past performance.
 - (1) **Organizational Experience.** Experience is the opportunity to learn by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under the contract contemplated by this RFP. We will assess your relevant experience on the basis of its breadth, and its depth. (Exhibit 1)
 - (2) **Organizational Past Performance.** Past performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, state, and local laws and regulations.

Past Performance will be evaluated on information provided and available in CPARS or from previous customers. Complete the charts, Past Performance Information (Exhibit 2) and Safety Management System (SMS) Components Questionnaire and Accident History (Exhibit 3).

Our assessment of your past performance will be subjective, and based mainly on your reputation with your customers and others. We will contact some of your customers to ask whether or not they believe:

 - (i) that you were capable, efficient, and effective;
 - (ii) that your performance conformed to the terms and conditions of your contract;

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- (iii) that you were reasonable and cooperative during performance; and
 - iv) that you were committed to customer satisfaction. When assessing your past performance we may contact other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic databases.
- (3) Evaluation of **Safety Plans** will be based on information provided for the following:

Offerors will be evaluated on the basis of your submission that describes accident history and aviation safety management system. Submit your response to E-2.2 Synopsis of Aviation Safety Program and the requested materials together as one package in your response to the Technical requirements of this solicitation.

SAFETY PROGRAM

The Contractor must provide a written submittal in response to the Safety Management System (SMS). The Contractor must submit the information requested below:

Components identified in **Section E 2.3 - SAFETY MANAGEMENT SYSTEM (SMS)**
COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY (EXHIBIT 3)

- (a) **Safety Management System Components:** The Contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence and describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract. Contractors are required to provide specific responses to the criteria provided in exhibit 31 and provide evidence such as copies of completed audits, risk assessments, training records, organization chart, etc. **DO NOT SUBMIT YOUR ENTIRE OPERATIONS MANUAL AS A MEANS OF SATISFYING ALL OF THE CRITERIA.**

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards.

(b) **Summary of Flight Hours and Accidents:**

The Contractor is required to submit their total number of flight hours for the previous five years along with any NTSB reportable accidents as defined within 49 CFR 830.2. Flight hours and accidents are for all aircraft (rotor wing and fixed wing) operating under the contractors operating certificates.

- 1) If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.
- 2) If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

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SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE & ACCIDENT HISTORY

The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) Safety Management System Components

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

(c) **Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

E-3 AWARD PROCESS

The Government will establish a Fixed Price Basic Ordering Agreements (BOAs) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Notice of Award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in an agreement without further action by either party. Before the offeror’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award from the Offeror.

E-4 Offeror Representations and Certifications—Commercial Items (52.212-3) (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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;

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- (5) Consist of providing goods or services that are used only to promote health or education;
or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

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(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 percent of which is owned by one or more veterans (as defined At [38 U.S.C. 101\(2\)](#)) 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 veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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(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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM 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 (t) 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 SAM.*]

(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 represented 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.

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(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned 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, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

- (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

- (i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating

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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.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *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 changes in ownership and control, principal office, or HUBZone employee percentage have 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)(10)(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 of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone 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—

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(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 parts 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

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[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).
- (g) (1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not

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qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv)The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy

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American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

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Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (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;
- (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, violating Federal criminal tax laws, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in

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paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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

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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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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(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 Labor Standards* (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.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(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

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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 customers.

(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 Labor Standards 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 the SAM 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 the Federal Government.

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(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* 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—

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

(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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

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Highest-level owner legal name: _____.
(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was 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 an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

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Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

E-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209- 7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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

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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.

(ii) 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.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayers 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.

(ii) 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.

(iii) 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.

(iv) 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).

(v) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

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This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

E-6 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JULY 2013)

(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 proceeding 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).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in th for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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Exhibit 1 - ORGANIZATIONAL EXPERIENCE

OFFEROR NAME: _____

1) **COMPANY:** The proposal should include information on how the project is to be organized, staffed and managed. Information should be provided which will demonstrate the offeror's understanding, management and coordination of any subcontractor efforts.

2) Identify proposed individual who will be responsible for the successful completion of this project, if Offeror is awarded a contract. Provide background experience of this individual in air attack, wildland firefighting, and Part 135 operations.

3) Identify the present or proposed facilities, base of operations, and location of support staff, which will be used in the performance of the contract.

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EXHIBIT 2

PAST PERFORMANCE INFORMATION

List most recent, relevant past performance

Offeror Firm Name/Business Address:		Date Prepared:	
Project Descriptions and Locations	Client Name, Point of Contact, and Phone Number	Cost of Work	Completion Date
1.			
2.			
3.			
4.			
5.			
6.			