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SOLICITATION, OFFER AND AWARD

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1. This contract is a rated order under DPAS (15 CFR 700) RATING:

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2. CONTRACT NO.

3. SOLICITATION NO.

071-M-APHIS-02

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4. TYPE OF SOLICITATION

SEALED BID (IFB)

NEGOTIATED (RFP)

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5. DATE ISSUED

6. REQUISITION/PURCHASE NO.

APWSWRNM-0029-2

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7. ISSUED BY CODE: 6395

8. ADDRESS OFFER TO

(If other than Item 7)

USDA, MRP-BS Contracting  
Butler Square, Fifth Floor  
100 North Sixth Street  
Mpls., MN 55403

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NOTE : In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

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SOLICITATION

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9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located at the front desk of the address in Item 7, until 2:30pm local time local time on 12/06/02.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

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10. FOR INFORMATION CALL:

A. NAME:  
Jason Wilking

B. TELEPHONE NO.  
(Include Area Code)  
(NO COLLECT CALLS)  
(612)370-2217

C. E-MAIL ADDRESS

jason.l.wilking@aphis.usda.gov

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EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA  
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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X SEC	DESCRIPTION	PAGE(S)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	___ CALENDAR DAYS _____ %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE   _____	FACILITY   _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [ ] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) ( )                      [ ] 41 U.S.C. 253(c) ( )		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (2 Copies unless otherwise specified)	ITEM 25	
24. ADMINISTERED BY CODE (If other than Item 7)	25. PAYMENT WILL BE MADE BY CODE  USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403	
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA  Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Background

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), intends to contract for the rental of one helicopter. Helicopter models requested are Switzer 330, Switzer 333, McDonald Douglas 500, Hughes 369, or Bell 206 Jet Ranger. This will be a firm fixed price requirements contract.

note: Contractor also has the option to bid incrementally based on the estimated number of hours the aircraft may be used.

Designed Base: Contractor will choose the designed Base of operation which will be located within 50 miles of Albuquerque, NM

Designated Base: \_\_\_\_\_

B.2 Schedule of Items

**Base Contract Period:** Date of award through September 30, 2003.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
1a.	1 Turbine helicopter	200	HR	\$ _____	\$ _____
2b.	Support Vehicle	8500	Mile	\$ _____	\$ _____

**Option Period I:** October 1, 2003 through September 30, 2004

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
1b.	1 Turbine Helicopter	150	HR	\$ _____	\$ _____
2b.	Support Vehicle	8500	Mile	\$ _____	\$ _____

**Option Period II:** October 1, 2004 through September 30, 2005

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
1b.	1 Turbine Helicopter	150	HR	\$ _____	\$ _____
2b.	Support Vehicle	8500	Mile	\$ _____	\$ _____

**Option Period III: October 1, 2005 through September 30, 2006**

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
----	-----	----	-----	-----	-----
1b.	Turbine Helicopter	150	HR	\$_____	\$_____
2b.	Support Vehicle	8500	HR	\$_____	\$_____

**Option Period IV: October 1, 2006 through September 30, 2007**

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
----	-----	----	-----	-----	-----
1b.	1 Turbine Helicopter	150	HR	\$_____	\$_____
2b.	Support Vehicle	8500	HR	\$_____	\$_____

**B.3 ECONOMIC PRICE ADJUSTMENT - FUEL**

The price of fuel will be determined by contacting sources near the designated base. The price will be verified and used as a "base price" upon which economic price adjustments to the flight time price will be made as set forth in Section G, of this solicitation. The offeror shall indicate the most favorable fuel prices found below:

Aviation Fuel \_\_\_\_\_ (date) was \$\_\_\_\_\_ per gallon.

Fuel Prices were obtained from:\_\_\_\_\_.

Telephone No.\_\_\_\_\_

Refer to Section G of this solicitation for application of the Economic Price Adjustment.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 Statement of Work

The Contractor shall furnish, operate and maintain one helicopter and one pilot in accordance with the specifications herein for use by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS). WS intends to contract for support of predator control activities within the State of New Mexico. Flights will be required as coyote predation occurs on livestock. Flights may not be required during periods of lack of predation or during inclement weather conditions, however, the helicopter/s must be available to provide services when needed upon 12 hours notice after snowstorms and upon 24 hour notice at other times. The pilot must establish radio contact on an hourly basis with the Contractor's fuel service truck operator. The WS has interagency and cooperative agreements with state agencies and private landowners, and may dispatch aircraft under this contract for such cooperative use.

## C.2 Helicopter Specifications

The helicopter shall meet the following minimum requirements: Cruising airspeed of 122 kts. per hour at sea level density altitude. - Useful load (HIGE): 1400 pounds max. Range 240 statute miles at sea level. -Type Engine: Turbine of 420 shp min. The following type of helicopters would normally meet the requirements of this item when equipped in accordance with specifications of this contract: Switzer 330, Switzer 333, Bell 206 Jet Ranger, MD-500 and Hughes 369. The helicopter and all accessories shall be in operable condition and present a neat and clean appearance. Upholstery, paint and plexiglas will be in good condition.

## C.3 CUSTODY AND CONTROL

The Vendor will retain custody and assume full responsibility for the operation and well being of the aircraft during the use period.

## C.4 PERSONAL, PROTECTIVE EQUIPMENT (PPE)

Unless otherwise stated in this agreement, the Vendor will, at his expense, supply the following personal protective equipment for the Pilot.

a. The pilot shall wear an aviator's protective helmet equipped with boom-microphone and headset compatible with the radio specifications of this contract during all flights. The helmet shall be equipped with a chin strap and shall be individually fitted to cover the head, back of the neck and ears.

b. Pilots shall wear long-sleeved shirt and trousers (or long sleeved flight suit) made of fire resistant polyamide or aramid material or equal. Pilots shall wear leather and leather or polyamide or aramid gloves. The shirt, trousers, boots and gloves shall overlap to prevent exposure to flash burns.

c. Pilots shall have available personal protective clothing and equipment for personal use such as snow shoes, parka or heavy jacket, mitts and sunglasses.

## C.5 PILOT REQUIREMENTS

- a. Commercial pilot certificate with helicopter rating and a current class II medical.
- b. 1,500 hours in helicopters as pilot in command, 100 hours in class
- c. 100 hours in class size (light, medium, heavy, as applicable)
- d. 200 hours in helicopter with reciprocating engine, as applicable
- e. 100 hours in helicopter with turbine engine as applicable.
- f. 50 hours in helicopters in the preceding 12 months
- g. 50 hours as Pilot in command in the make and model or subsequent series of helicopter to be used on the operation
- h. 200 hours of low-level operation over typical terrain found in the area of operations, including 50 hours in the preceding 6 months.
- i. 25 hours experience as pilot in command for predator control operations or 100 hours experience as pilot in Command on agriculture application type operations.

NOTE: Depending on the total experience level of the pilot, pilots that do not meet the recent short-term flying time requirements, but meet all other requirements, may be granted a waiver by the Regional Aviation Manager waiving certain short term requirements.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 PRE-USE INSPECTION OF EQUIPMENT

The Contractor shall make his equipment available for inspection at the designated base of operations or other location acceptable to the Government at a mutually agreed upon time not later than 24 hours prior to the established reporting date. At the time of inspection the aircraft shall (1) be properly certified and registered by the FAA, and (2) comply with all specifications set forth herein.

If the aircraft meets all requirements of the contract, an Aircraft Data Card APHIS Form 150 authorizing use of the equipment will be issued by the Regional Aviation Manager. The Aircraft Data Card APHIS Form 150 shall be with the aircraft during the contract period.

## E.2 INSPECTION/RE INSPECTION EXPENSES

The Contractor will not be charged for the pre-use inspection nor one reinspection after each 90 calendar days of exclusive use within the contract period. The expense of any other reinspection required due to either the Contractor's failure to provide equipment or personnel meeting contract requirements or from substitution of personnel or equipment will be charged to the Contractor.

## E.3 INSPECTION OF PERSONNEL

A. Upon request, the Contractor shall promptly submit completed pilot (and mechanic, if applicable) information forms for all personnel that may be utilized under the contract. Information from these forms will be used in evaluating the pilot's and mechanic's qualifications. Only those individuals whose past experience can be verified will be considered for use on this contract.

B. Pilot performance evaluation will be conducted when determined necessary by the Contracting Officer to further verify the pilot's ability to perform on this contract. The aircraft used for this evaluation shall be the same type and model as offered for this contract and will be provided by the contractor for the evaluation flights at the Contractor's expense. Location of the evaluation flights should include access to terrain similar to that to be flown during the contract period when possible.

C. Location and time of evaluation flights shall be the same time as established for aircraft inspection. The determination as to the ability of the pilot, through and evaluation flight, to successfully meet the requirements of this contract will rest with Government.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of award through September 30, 2003, unless terminated or extended.

F.2 The Government may order flight on any day during daylight hours, depending upon the necessity of the work and suitability of flying conditions. Daylight hours are defined as between one-half hour before sunrise and one-half hour after sunset.

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate the individuals(s) as the Contracting Officer's Representative (COR) and or the Contracting Officer's Technical Representative (COTR).

The COR is responsible for administering the performance of work under this contract. In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective binding upon the Government unless a written modifications is executed by the Contracting Officer.

The Contracting Officer shall be informed as soon as possible of any actions or inaction's by the Contractor or the Government which will change the required delivery or completion times stated in the contract. On all matters that pertain to contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

## G.2 CONTRACT ADMINISTRATOR

The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative matters.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract. The CA shall be informed as soon as possible of any actions or inaction's by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

The Contract Administrator assigned to this contract is Jason Wilking. Jason may be reached at (612) 370-2217.

## G.3 PAYMENT TERMS

Payment shall be made only for flight time ordered by the Contracting Officer or her/his authorized representative, including required ferry flights between bases of operation.

Flying time shall be recorded in hours and tenths by means of an approved mechanical time recorder as required in the specifications.

Payment shall not be made for reporting to or for removal from the designated base stipulated in the Schedule.

## G.4 REIMBURSEMENT ITEMS

1. Airport Use - The Government shall reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the designated base. This is intended to cover such items as airport landing fees, tie-down charges or similar charges. Costs shall be supported by paid itemized invoices.

2. Subsistence Expenses - When necessary to operate from other than the designated base, the Contractor will be reimbursed at the Federal Travel per diem rate for that location.

3. Trailering - When trailering is ordered by the government, the contractor will be reimbursed per mile traveled from the designated base at the service vehicle bid rate.

## G.5 ECONOMIC PRICE ADJUSTMENT - FUEL

The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause. During the contract period, including any renewal, the hourly rate will be adjusted to reflect increases and decreases in the cost of aviation fuel in accordance with the following provisions:

## 1. Definitions

- (a) Base price - Initially the base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) at or near the designated base at time of bid opening.
- (b) Reference Price - The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same source as was the base price. The reference price shall become the base price for the subsequent adjustment.
- (c) Flight Rate Adjustment - Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved. Consumption rates will be established by the Government.

## G.5 (Continued)

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

3. Fuel price increase will be subjected to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review of on-site prices.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 HELICOPTER MAINTENANCE

All Aircraft must be maintained in accordance with Federal Aviation Regulation (FAR) part 135 and FAR Part 91 as applicable, to include 100 hour/annual inspections and compliance with the manufacturer's recommendations for Time Between Overhaul (TBO) and Time In Service (TIS).

For engines, propellers, rotors, and appliances. The Contractor shall assure that all maintenance performed on contract aircraft is recorded in the aircraft maintenance records in accordance with FAR Part 135, FAR Part 91, and FAR Part 43 as applicable.

All aircraft and operators covered by this agreement must be certified under the provisions of FAR Part 135, "Operating Requirements: Commuter And On-Demand Operations and Rules Governing Persons on Board Such Aircraft." The vendor's operations specifications issued by the FAA must authorize the operation of the appropriate make and model aircraft for VFR, Day and Night, Passengers, and Cargo Operations.

## H.2 SERVICING REQUIREMENTS

1. Helicopters shall not be refueled while the engine is running or rotor blades are turning unless the helicopter and refueling facility is equipped with an approved closed-circuit refueling system.

2. Fuel, Oil and Supplies. All fuel used by helicopters shall be approved for use by the engine manufacturer. Additionally, the fuel shall be a petroleum product designed for use in aircraft.

Fuels shall be manufactured, transported, stored and dispensed in strict accordance with procedures formulated for aviation quality fuel standards. Fuels, lubricating oils and hydraulic fluids used to maintain the helicopter shall be supplied by the Contractor. Fueling operations shall comply with the manufacturer's standards. Maintenance of fuel storage and fueling facilities is the Contractor's responsibility.

3. Fuel Servicing Truck.

The Contractor shall furnish a truck in good condition and be equipped as follows:

(a) A single or double tank with a minimum capacity of 200 gallons of helicopter fuel. The tanks shall be securely fastened to the truck bed or frame. A sump and sump drain shall be at the lowest point of the fuel tank(s).

The sump drain shall be easily accessible to allow daily draining and shall drain overboard clear of the truck's exhaust system and wheels.

(b) "No Smoking" signs using letters at least three inches high.

(c) Each aircraft fuel servicing vehicle shall be conspicuously and legibly marked to indicate the products contained therein. The marking shall be on each side and the rear of the tank(s) in letters at least three inches high. Letters will be appropriately colored on a white background conforming to the color code of the product, such as green for 100/130 octane Avgas and black or jet "A" fuel.

(d) One dry chemical fire extinguisher of at least 10-pound capacity and mounted so as to readily available at all times.

(e) A fuel filter-water separator with a go-no-go type fuse, or a unit which accomplishes water separation with positive shutoff. The size of the filtration unit and fuse shall be compatible with pump size.

Acceptable units are Facit P/N 050970-M2 for 20 GPM, or Facet P/N 050971-M2 for 10 GPM, or equal. Acceptable third stage positive shutoff units are Facet P/N 041420-M2, or Velcon CDF-220A for systems operating over 24 PSI. Systems with less than 24 PSI will use the Velcon type cartridges only. Also acceptable are Velcon Filter canisters with Aquacon cartridges of a size suitable to GPM delivered. All filtering components including fuses shall be changed annually, or sooner if needed, and the date of the change shall be placarded on the canister.

(f) Bonding and grounding cables.

(g) The service truck manufacturer's gross vehicle weight (GVW) shall not be exceeded while stationary or transporting the required amount of fuel.

(h) Fuel metering device, accurate to within plus or minus 2 percent for registering quantities in U.S. gallons of fuel pumped. The meter will be positioned to allow the fuel handler to have full view of the meter while fueling the helicopter.

(i) Fuel Hose Designed for Dispensing of Aircraft Fuel. Hose shall be fitted with an aircraft fueling nozzle which shall include a 100 mesh outlet tube strainer, dust cap, and ground wire for discharge of static electricity. The procedures outlined in the National Fire Protection

Association (NFPA) booklet #407, Chapter 3, shall be used for determining serviceability of fuel hoses. Copies of NFPA book #407 may be obtained from NFPA, 470 Atlantic Avenue, Boston, MA 02210.

### H.3 GOVERNMENT SERVICE TRUCK DRIVER

The Government may at its option provide a qualified driver to assist in repositioning the Contractor's service truck within designated hunting areas. A Government driver will not be provided to drive the truck at any time the service truck is used to pull the Contractor's helicopter and trailer.

### H.4 HELICOPTER TRAILER

A trailer capable of trailering the helicopter may be used to ferry the helicopter to the hunting areas. The Government will determine if the helicopter is to be ferried (flown) to the hunting area or trailered. Trailers shall be designed to provide storage racks for the main rotor blades, if in such a manner that imposes no loads on the transmission while in transit. The aircraft shall be inspected in accordance with the daily

inspection requirement of the manufacturer and performed by either a qualified pilot, if blades have not been removed, or mechanic and the inspection shall be noted in the aircraft maintenance records. This inspection shall be accomplished following removal of the helicopter from the trailer and prior to further flight.

#### H.5 SPECIAL PILOT QUALIFICATIONS

In addition to the above qualifications the following special qualifications are required:

1. Pilots shall be qualified for Class A and B external load operations.
2. Pilots shall have a minimum of 250 hours as pilot for predator control hunting operations or 1,000 hours of low-level flying, such as spray application, game surveys and counting, coyote hunting or other operations where the helicopter is constantly flown and maneuvered close to the ground in varying wind and weather conditions.

#### H.6 PILOT AUTHORITY AND RESPONSIBILITY

1. The pilot is responsible for the safe operation of the aircraft and the safety of its occupants and cargo. The pilot shall be able to function as a mechanic on his aircraft, as long as both combined duties do not exceed the 8 hour per day limit. Safety requirements, such as preflight, reserve fuel, weight and balance limitations shall be strictly adhered to. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

2. The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Contracting officer or the Contracting Officers Representative (COR).

3. Pilots must demonstrate the following:

- (a) Positive flying safety attitudes and habits.
- (b) Positive attitude regarding requirements and procedures for aerial hunting of predator animals.
- (c) Emotional stability under the stress of low level aircraft operations required for aerial hunting.
- (d) Positive personality characteristics required to work and communicate effectively with field personnel and cooperators.
- (e) Knowledge of and/or willingness to learn predator habits and how to effectively and efficiently hunt them.
- (f) Ability to safely identify and maintain effective airborne contact with the target animal.
- (g) Willingness to work unusual hours and lodge at remote field locations.

If, in the opinion of the COR, the pilot fails to demonstrate any of the above, he shall be replaced by the Contractor. The Contractor will be notified in writing, stating the conditions of unsatisfactory performances and stating a time limit by which a replacement pilot must be provided.

4. Pilots of single engine helicopters shall be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset, or during extended twilight hours when terrain features can be readily distinguishable for a distance of at least one mile.

#### H.7 FLIGHT TIME/DUTY TIME LIMITATIONS FOR AIRCREW MEMBERS

1. Flight crews shall not exceed the following flight time and crew duty time limitations.

- (a) Maximum of 8 hours flight time per duty period for single-pilot crew.
- (b) Maximum crew duty period including flight and standby time of 12 hours in any 24-hour period. At least 12 consecutive hours of rest will be required prior to each duty period during each 24-hour period.
- (c) Maximum of 40 hours flight time during any consecutive 6-day period. This 6-day flight time limitation may be temporarily exceeded during emergency life saving situations, or for unscheduled enroute delays due to weather conditions. When a pilot or crew acquires the maximum number of flight hours in a consecutive 6-day period, he/they shall have the following 24-hour period off-duty and a new 6-day cycle will begin. The 40-hour limitation shall apply to any combination of flight time and performance of mechanical duties for which the pilot may be certified.

2. Pilot time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the helicopter.

3. The Government may further restrict daily flight hour limitations. Pilots may also be removed from duty for fatigue or other causes before reaching their flight hour or duty limitations.

4. All pilot flying time, including both directed flights under this contract and for the operator's other activities (charter, instruction, etc.) will be cumulative and subject to the pilot time and duty time limitations of this contract. Pilots exceeding these limitations may be temporarily or permanently suspended from further flights on this contract.

#### H.8 MECHANIC QUALIFICATIONS

1. The mechanic shall be employed by the Contractor on a regular basis, or the Contractor may either enter into a written agreement with a qualified mechanic or repair station meeting the requirements of this section. A copy of the agreement must be submitted to the Contracting Officer prior to any contract performance.

2. The mechanic must have been the holder of a valid FAA mechanic certificate with airframe and power plant ratings for at least the 3-year period immediately preceding the start date of the contract. The satisfactory completion of the manufacturer's maintenance school on make and model to be used on this contract may be substituted for 1 calendar year of required experience.

3. The mechanic must also show evidence of maintaining a helicopter under "field" conditions for at least one full season.

(Three consecutive months maintaining the helicopter away from the Contractor's base of operations with minimal supervision will meet this requirement.)

4. A Contractor who is also the owner or operator of an FAA Certified Repair Station, may use that repair station to maintain this equipment provided that the repair station is rated for the equipment being maintained. Any repairman who is assigned to work under "field conditions", as defined above, must have held a repairman's certificate under that repair station for a period of 3 years and must show evidence of maintaining a helicopter under "field conditions" for one full season (3 consecutive months). The satisfactory completion of the manufacturer's maintenance school on make and model to be used on this contract may be substituted for 1 calendar year of required experience.

#### H.9 AVAILABILITY OF MECHANIC

The mechanic is not required to remain at the base of operations. However, the Contractor must ensure that the mechanic can report to the designated base or alternate base within 6 hours from the time mechanical services are required.

#### H.10 AVAILABILITY OF SERVICE

The aircraft must be ready to perform flight at the designated base as required by the Contracting Officer or the COR. The schedule of operations will be planned by the Government with the cooperation of the pilot. The Contractor agrees to designate, in writing, the pilot to represent the Contractor on the job for the purpose of planning operations with the Government. The Government may or may not order flight on any day during daylight hours, depending upon the necessity of the work and suitability of flying conditions. Daylight hours are defined as between 1/2 hour before sunrise to 1/2 hour after sunset.

#### H.11 SUBSTITUTION OF AIRCRAFT OR PERSONNEL

The Contractor may substitute aircraft or personnel during performance of the contract provided such substitution meets all requirements herein and is approved in writing by the Contracting Officer or the COR. Request for substitution shall be made at least 10 days prior to exchange except for unforeseen conditions. Any pilot substitutions will be subject to training and familiarization flight time of up to 3 hours at the Contractor's expense, as deemed necessary by the Contracting Officer or the COR.

#### H.12 ACCIDENT REPORTING AND INVESTIGATION

The Contractor shall maintain an accurate record of all aircraft accidents, incidents and injuries to Contractor or Government personnel arising in the course of performance under this contract and shall immediately notify the Contracting Officer, of all such accidents, incidents or injuries. The Contractor shall not permit removal or alteration of the aircraft following an accident until authorized by the Contracting Officer except in emergencies such as threat to life or property, blocking airport runways, etc. Further, the Contractor shall make available his personnel, records, and any equipment, damaged or undamaged, deemed necessary by the Accident Investigation Board to determine accident cause factors.

H.13 LIABILITY FOR ACCIDENT INVESTIGATION

The Government will be responsible for any costs involved in disassembly of any aircraft, aircraft engine, propeller, rotor assembly or appliance necessary to determine probable accident or incident cause. The Contractor shall be responsible for any cost involved in reassemble and approval for return-to-service of any item disassembled by the Government.

H.14 LOSS OR DAMAGE TO GOVERNMENT-OWNED EQUIPMENT

During the term of the contract, certain Government owned equipment may be assigned to the Contractor. If the equipment is lost, damaged or totally destroyed as a result of the Contractor's negligence, or as a result of any accident, the fair market value of the equipment will be charged to the Contractor and withheld from payments due under this contract. The value of such equipment will not exceed \$10,000 unless otherwise provided in this contract.

H.15 RESCUE AND SALVAGE RESPONSIBILITIES

(a) The Contractor will be responsible for rescue operations of the Government and Contractor's personnel employed under this contract.

(b) Salvage of damaged or demolished helicopters will be done at the Contractor's expense. No equipment or personnel performing under this contract may be used on such operations unless authorized by the Government.

(c) When search for and rescue of Government and Contractor's personnel or repair of helicopters which are out of commission (either at the base camp or in the field) is made necessary by the failure of the Contractor's equipment or accidents caused by his employees, the cost of such search, rescue and repairs is solely the responsibility of the Contractor.

H.16 PERMITS AND LICENSES

Vendors shall be responsible for obtaining, at their expense, all necessary permits and licenses to comply with all applicable Federal, State, and local laws and regulations.

H.17 LIABILITIES OF THE VENDOR AND THE GOVERNMENT

The Government will not assume any responsibility whatsoever for loss or damage to equipment owned or operated by the vendor, his agents or employees, or sub-contractors, or for injury or death of the vendor, his agents or employees or sub-contractors, caused during the performance of this agreement. The Vendor will be responsible for the intentional negligent and wrongful acts or omissions of the Vendor, his employees, agents, or sub-contractors and employees and agents of the sub-contractors incident to the performance of this agreement.

The Vendor will hold and save the Government, its officers and employees harmless from all liability for any death or damage to all persons, (other than the liability of the Government to USDA employees as provided for under the Federal Employees Compensation Act) or to real property or to personal property which results from the operation of, or incident to, equipment furnished by the Vendor, or otherwise incident to performance

of the agreement. However, the Vendor will not be responsible for any intentional negligent or wrongful acts of omissions of the US Department of Agriculture employees.

#### H.18 LIABILITY INSURANCE

The Contractor will maintain full liability insurance coverage, at their expense, for the aircraft listed on this agreement during the Government use period. A copy of the insurance form must be provided to the Government for proof of coverage prior to the Government's use. The minimum qualifications as set forth in the Vendor's insurance coverage shall apply to all pilots furnished by the Government. The Government will, on request, furnish the name(s) of the pilot(s) and their qualifications that may be assigned to operate the aircraft. The Vendor is liable to the Government for any damage to or destruction of Government property arising out of the intentional negligent or careless activities of the Vendor, his employees, agents, or subcontractors.

#### H.19 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT

Wildlife Services (WS) agrees that during the term of the lease, if the aircraft is damaged or destroyed due to the negligence of a Federal Government employee, WS will reimburse the owner only as follows. In no event will any reimbursement be made for normal wear and tear. To the extent the aircraft has been damaged beyond normal wear and tear, WS agrees to pay the contractor for the reasonable cost of repair. If the aircraft is so severely damaged or destroyed such that repair is impracticable, or the cost of repair will exceed the fair market value of the aircraft less any salvage value, then WS agrees to pay the contractor the fair market value of the aircraft, at the time of the loss, less any salvage value. In no event will the liability of WS under this clause exceed the fair market value of the aircraft, at the time of the loss, less any salvage value. Further, the payment of any amount under this clause is expressly contingent on the availability of appropriations to WS at the time of the loss. Nothing in this contract will be considered to imply that Congress will in the future appropriate sufficient funds to meet any losses.

#### H.20 COMPUTATION OF FLIGHT TIME

Helicopter flight time will be paid from the time a helicopter lifts off the ground for a direct flight until it lands. Flight time will be recorded in hours and tenths by means of an hour'meter activated by the collective control, or some other means to record flight time only.

#### H.21 RECORDING SERVICES

All services received will be recorded on an invoice (Form ADC-3) approved by the Government and submitted for payment in accordance with instructions issued by the ordering office.

#### H.22 REQUIREMENTS FOR RENTAL HELICOPTERS

All helicopters and operators covered by this agreement will be certified under the provisions of FAR, Part 135, "Air Taxi operators and Commercial operators". The Vendor's operations specifications will authorize the operations of helicopters, VFR, Day, Passengers, and Cargo. Notwithstanding subparagraph (b) of FAR, Part 135.1, helicopter use on WS operations will be operated and maintained under the provisions of FAR, Part 135, except for FAR, Part 135.119, "Prohibition Against Carriage of Weapons".

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB. 1998)

This contract 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 their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC. 2001
52.203-3	GRATUITIES	APR. 1984
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN. 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR LEGAL OR IMPROPER ACTIVITY	JAN. 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN. 1997
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL. 1995
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	Feb. 2002
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN. 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT. 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT. 1997
52.219-6	NOTICE OF SMALL BUSINESS SET-ASIDE	JUL. 1996
52.222-3	CONVICT LABOR	AUG. 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB. 1999
52.223-6	DRUG-FREE WORKPLACE	MAY. 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL. 2000
52.232-17	INTEREST	JUN. 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN. 1986
52.232-25	PROMPT PAYMENT	FEB. 2002
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	Feb. 2002
52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT. 1995
52.233-1	DISPUTES	DEC. 1998
52.233-3	PROTEST AFTER AWARD	AUG. 1996
52.242-13	BANKRUPTCY	JUL. 1995
52.243-1	CHANGES-FIXED-PRICE	AUG. 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC. 1996
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP. 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR. 1984
52.253-1	COMPUTER GENERATED FORMS	JAN. 1991

I.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders

-- Commercial Items (Dec. 2001)

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

- (1) 52.222-3, Convict Labor (E.O.11755).
- (2) 52.233-3, Protest after Award (31 U.S.C.3553).

(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 or components:

[Contracting Officer must check as appropriate.]

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

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4)

\_\_\_ (i)

\_\_\_ (ii)

\_\_\_ (iii) 52.219-5, Very Small Business Set-Aside (Pub.L.103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

Alternate I to 52.219-5.

Alternate II to 52.219-5.

XX\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C.637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C.637(d)(4)).

XX\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).

\_\_\_ (8)

(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L.103-355, section 7102, and 10 U.S.C.2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) \_\_\_ Alternate I of 52.219-23.

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

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

\_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX\_ (12) 52.222-26, Equal Opportunity (E.O.11246).

- XX\_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212).
- XX\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
- XX\_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212).
- XX\_ (16) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (E.O.13126).
- \_\_\_ (17)
  - \_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.6962(c)(3)(A)(ii)).
  - \_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C.6962(i)(2)(C)).
- \_\_\_ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C.10a-10d).
- \_\_\_ (19)
  - \_\_\_ (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program (41 U.S.C.10a-10d, 19 U.S.C.3301 note, 19 U.S.C.2112 note).
  - \_\_\_ (ii) Alternate I of 52.225-3.
  - \_\_\_ (iii) Alternate II of 52.225-3.
- \_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C.2501, et seq., 19 U.S.C.3301 note).
- XX\_ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O.12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).
- \_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C.3332).
- XX\_ (25) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C.3332).
- \_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- \_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
- \_\_\_ (28)
  - \_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).
  - \_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- XX\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
- XX\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- XX\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

I.3 52.216-18 -- Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end of last exercised option period.

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

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

I.4 52.216-19 -- Order Limitations (Oct 1995)

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

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 200 hours;

(2) Any order for a combination of items in excess of 200 hours; or

(3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or

(2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

I.5 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.6 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and

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effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2008.

I.7 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment

office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
    - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
-

- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
  - (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
  - (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
  - (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
  - (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
  - (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
    - (1) The contract number (or other procurement identification number).
    - (2) The Contractor's name and remittance address, as stated in the contract(s).
    - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official
-

authorized to provide this information.

- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Wage Determination, U.S. Dept. of Labor	8

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS

## K.1 Offeror Representations and Certifications -- Commercial Items (Feb. 2002)

Alternate III (Oct 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

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

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

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 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.

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.

"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 that is owned by one or more women; and

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

"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.

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

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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.

(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 \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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.

(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, for general statistical purposes, that it {time} is, {time} 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 {time} is, {time} is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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 {time} is a women-owned business concern.

(7) 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:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either --

(A) It/\_\_\_/is,/\_\_\_/is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It {time} has, {time} has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(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 {time} is, {time} is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It {time} is, {time} is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It {time} has, {time} has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It {time} has, {time} has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR 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 \$100,000.) 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.

(f) Buy American Act -- Balance of Payments Program Certificate.

(Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Balance of Payments Program -- 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 as defined in the clause of this solicitation entitled "Buy American Act -- Balance of Payments Program -- Supplies" and that 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.

(2) Foreign End Products:

Line Item No.:

Country of Origin:

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.

(Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program, 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 as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

NAFTA Country 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 Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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 Act -- North American Free Trade Agreements -- Israeli Trade Act -- Balance of Payments Program Certificate,

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

K.2 52.219-1 Small Business Program Representations (May 2001)  
Alternate I (Oct 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it {time} is, {time} is not, a small disadvantaged

business concern  
as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision --

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 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 the size standard in paragraph (a) of this provision.

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.

"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 that is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs

established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.3 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.4 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

K.4 (Continued)

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.5 52.225-4 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2000)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

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

(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.	Country of Origin
---------------	-------------------

K.5 (Continued)

_____	_____
_____	_____
_____	_____

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.6 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not [ ], submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

L.2 Instructions to Offerors -- Commercial Items 52.212-1 (Oct 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) 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.

(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.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the -- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained --

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Non government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should

contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

L.3 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.4 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)

- (a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.
- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
  - (2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.
  - (3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
  - (4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
    - (a) 2 copies of the completed, signed offer (Sections A through K of the solicitation package)
    - (b) 2 copies of the technical proposal
    - (c) 2 copies of the business/cost proposal
- (b) Technical Proposal Instructions.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a

## L.4 (Continued)

thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

## (c) Business Proposal Instructions.

## (1) Cost Proposal.

In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost of Pricing Data (OCT 1997), the following is required:

## (2) Business Proposal.

- (a) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.
- (b) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- (c) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

## L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

## L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): Helicopter Rental  
 -- NAICS Code 532411  
 -- Size Standard no more than 500 employees.

## SECTION M - EVALUATION FACTORS FOR AWARD

## EVALUATION CRITERIA

The Government will make award to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality and cost or price and other price-related factors considered. For this solicitation, the combined weight of technical factors is more important than cost or price and other price-related factors.

The technical evaluation factors and subfactors listed below are in descending order of importance:

## 1. TECHNICAL APPROACH

- A. Demonstration of aircraft and pilot on-line availability
- B. Aircraft suitability and reliability
- C. Quality of solutions to potential problems

## 2. PAST PERFORMANCE

Past performance in meeting reporting dates and application schedules. Provide a list of references and a narrative describing experience in meeting reporting dates and compliance with application schedules on aerial dispersal or similar projects. Additionally, the offeror shall provide the name, address, and telephone number of the point of contact for each reference identified.

## 3. OFFEROR'S FACILITIES

Shop facility and skilled personnel to make modifications and to install government-furnished special-purpose equipment (referenced GFE) in aircraft. Submit information on shop facility modifications capability and prior experience of each employee responsible for installing government-furnished equipment.

## 4. FINANCIAL RESOURCES

Demonstration of adequate financial resources and stability to support cost of operation.

## 5. PERSONNEL

Demonstrated ability to employ sufficient number of qualified operational and support staff to successfully and consistently meet the challenges inherent to performing service contracts.