

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 66		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-15-R-R007		6. SOLICITATION ISSUE DATE 24-Nov-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARY P. CHAPIE			b. TELEPHONE NUMBER (No Collect Calls) 618-220-7036		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 09 Dec 2014	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1500 NAICS: 481211			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO W4J9 NTC OPS GRP - W81WMY THOMPSON OPERATIONS GROUP AVE G REC WHSE BLDG 934 FT IRWIN CA 92310-9986 TEL: 760-380-1300 FAX:		CODE W81WMY	16. ADMINISTERED BY					
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	DEDICATED ROTARY WING AIRCRAFT FFP	9	Months		

BASE PERIOD: 1 JAN 2015 (If award is made after this date, the period of performance will be no later than 14 calendar days after date of award as determined by the Government. If award is made prior to this date, performance will begin no later than 14 calendar days after date of award as determined by the Government, but no earlier than 1 Jan 2015) - 30 SEP 2015

This CLIN is for the fixed price of dedicated aircraft at Bicycle Lake Army Air Field. The contractor shall provide Air Transportation via Rotary Wing Aircraft in accordance with (IAW) the Performance Work Statement (PWS).

NOTE: The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.

FOB: Destination
SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0002	FLYING HOURS FOR ROTARY WING AIRCRAFT	260	Hours		
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FFP
 BASE PERIOD: 1 JAN 2015 (If award is made after this date, the period of performance will be no later than 14 calendar days after date of award as determined by the Government. If award is made prior to this date, performance will begin no later than 14 calendar days after date of award as determined by the Government, but no earlier than 1 Jan 2015) - 30 SEP 2015

This CLIN is for the per hour costs associated with operating missions, including positioning/depositioning. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	DEDICATED ROTARY WING AIRCRAFT FFP OPTION PERIOD ONE: 1 OCT 2015 - 30 SEP 2016	12	Months		

This CLIN is for the fixed price of dedicated aircraft at Bicycle Lake Army Air Field. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

NOTE: The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	FLYING HOURS FOR ROTARY WING AIRCRAFT FFP OPTION PERIOD ONE: 1 OCT 2015 - 30 SEP 2016	350	Hours		

This CLIN is for the per hour costs associated with operating missions, including positioning/depositioning. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	DEDICATED ROTARY WING AIRCRAFT FFP OPTION PERIOD TWO: 1 OCT 2016 - 30 SEP 2017	12	Months		

This CLIN is for the fixed price of dedicated aircraft at Bicycle Lake Army Air Field. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

NOTE: The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.

FOB: Destination
SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	FLYING HOURS FOR ROTARY WING AIRCRAFT FFP OPTION PERIOD TWO: 1 OCT 2016 - 30 SEP 2017	350	Hours		

This CLIN is for the per hour costs associated with operating missions, including positioning/depositioning. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

FOB: Destination
SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	DEDICATED ROTARY WING AIRCRAFT FFP OPTION PERIOD THREE: 1 OCT 2017 - 30 SEP 2018	12	Months		

This CLIN is for the fixed price of dedicated aircraft at Bicycle Lake Army Air Field. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

NOTE: The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002 OPTION	FLYING HOURS FOR ROTARY WING AIRCRAFT FFP OPTION PERIOD THREE: 1 OCT 2017 - 30 SEP 2018	350	Hours		

This CLIN is for the per hour costs associated with operating missions, including positioning/depositioning. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	DEDICATED ROTRY WING AIRCRAFT FFP OPTION PERIOD FOUR: 1 OCT 2018 - 30 SEP 2019	12	Months		

This CLIN is for the fixed price of dedicated aircraft at Bicycle Lake Army Air Field. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

NOTE: The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.

FOB: Destination
SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002 OPTION	FLYING HOURS FOR ROTARY WING AIRCRAFT FFP OPTION PERIOD FOUR: 1 OCT 2018 - 30 SEP 2019	350	Hours		

This CLIN is for the per hour costs associated with operating missions, including positioning/depositioning. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5001	DEDICATED ROTARY WING AIRCRAFT FFP SIX MONTH EXTENSION: 1 OCT 2019 - 31 MAR 2020	6	Months		

This CLIN is for the fixed price of dedicated aircraft at Bicycle Lake Army Air Field. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

NOTE: The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.
 FOB: Destination
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
5002	FLYING HOURS FOR ROTARY WING AIRCRAFT FFP SIX MONTH EXTENSION: 1 OCT 2019 - 31 MAR 2020	175	Hours		

This CLIN is for the per hour costs associated with operating missions, including positioning/depositioning. The contractor shall provide Air Transportation via Rotary Wing Aircraft IAW the PWS.

FOB: Destination
SIGNAL CODE: A

ESTIMATED
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
5001	N/A	N/A	N/A	Government
5002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2015 TO 30-SEP-2015	N/A	W4J9 NTC OPS GRP - W81WMY THOMPSON OPERATIONS GROUP AVE G REC WHSE BLDG 934 FT IRWIN CA 92310-9986 760-380-1300 FOB: Destination	W81WMY
0002	POP 01-JAN-2015 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
1001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
1002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
2001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
2002	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
3001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
3002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
4001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
4002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
5001	POP 01-OCT-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY
5002	POP 01-OCT-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WMY

LIST OF AIRCRAFT

(APPLICABLE TO BASE PERIOD AND ALL OPTION PERIODS)

The contractor agrees that the aircraft listed below will be owned or controlled by the company in such a manner as to assure complete control over the aircraft for the performance of this contract. Additional contractor-owned or controlled aircraft may be added during the period of the contract by contract modification after technical approval by the DOD Commercial Airlift Division and approval of the Contracting officer. Aircraft may be deleted from the list after notification to and approval of the Contracting Officer followed by contract modification. At all times, the list shall provide for sufficient aircraft to meet contractual requirements, as determined by the Contracting Officer.

The offeror shall insert the proposed aircraft that will be predominately based at Ft. Irwin in column 1 below:

	1 (PRIMARY AIRCRAFT)	2	3	4	5	6	7	8
AIRCRAFT TYPE/MODEL								
AIRCRAFT TAIL NO.								
NO. PAX SEATS								
AIRCRAFT RANGE (HOUR)								
EMPTY WEIGHT								
MAXIMUM GROSS TAKE- OFF WEIGHT								
CRUISE SPEED OF AIRCRAFT WITH 500 LB LOAD & STD CREW WT OF 250 LBS/ PERSON AT 6,500 FEET PRESSURE ALTITUDE @ 30° CELSIUS								
FUEL BURN RATE (GALLONS/ HOUR)	THE FUEL BURN RATES LISTED IN ATTACHMENT 5 WILL BE USED FOR PROPOSED AIRCRAFT.							

CLAUSES INCORP BY REFERENCE

CLAUSES INCORPORATED BY REFERENCE

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 the following address: <http://farsite.hill.af.mil/>.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (OCT 2014)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

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

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

- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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 1 Jan 2015 (If award is made after this date, the period of performance will be no later than 14 calendar days after date of award as determined by the Government. If award is made prior to this date, performance will begin no later than 14 calendar days after date of award as determined by the Government, but no earlier than 1 Jan 2015) through 30 Sep 2015 (30 Sep 2016 if Option Period One is exercised, 30 Sep 2017 if Option Period Two is exercised, 30 Sep 2018 if Option Period Three is exercised, 30 Sep 2019 if Option Period Four is exercised).

(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.

(End of clause)

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 9 Months of Dedicated Rotary Wing Service (CLIN 0001), 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 12 Months of Dedicated Rotary Wing Service or 350 Flying Hours;

(2) Any order for a combination of items in excess of 12 Months of Dedicated Rotary Wing Service and 350 Flying Hours; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 7 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.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and 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 31 Mar 2020.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 calendar days before the contract expires.

(End of clause)

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 not later than 30 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days (60 days unless a different number of days is inserted) 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 5 years and 6 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee	Class	Monetary Wage-Fringe Benefits
Pilot	GS-2181-11	\$27.78
Co-Pilot	GS-2181-10	\$25.29

(End of clause)

5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)

In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review contractor complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not relieve the contractor from performance requirements in the contract, nor alter or postpone any timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Chief, Business Support/Policy Division
Telephone Number: 618-220-7021 FAX: 618-220-7959

5552.223-9001 Health and Safety on Government Installations.

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of Clause)

5552.247-9000 Air Safety.**AIR SAFETY (APRIL 2007)**

(a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy Department of Defense (DOD) quality and safety requirements as described in 32 CFR Part 861, Section 861.4. In addition, contractor shall comply with all provisions of applicable statutes, tenders of service, and contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration (FAA) Regulations, Airworthiness Directives, Orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of airmanship, training, or maintenance.

(b) The cleanliness and orderliness of an aircraft, including the visible components and surfaces thereof affect the ability to inspect an aircraft, may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

(c) Should the government determine that any of the following conditions exist, it may suspend or place in temporary nonuse status contractor's further performance of airlift transportation services for the DOD:

(1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.

(2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).

(3) Any other condition that affects the safe operation of contractor's flights hereunder.

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program (32 CFR Part 861), which is hereby incorporated in this contract by reference, or any procedures that supersede same which may be adopted by the Commander (United States Transportation Command) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. In no event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the government.

(e) Suspension or temporary nonuse hereunder resulting in unavailability of contractor aircraft to perform service under this contract shall be treated as failure to maintain authorization to engage in air transportation under the clause of the contract 5552.247-9001, "Requirement for Authorization to Engage in Air Transportation."

(End of Clause)

5552.247-9001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (AUG 2007) ALTERNATE II (AUG 2007).

(a) This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Parts 133 and 135 of the Federal Aviation Regulations (14 CFR 135) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "AIR SAFETY."

(b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph (a) above is (i) suspended by the pertinent regulatory body for any period of time even

though the effect of the suspension is stayed pending review by a court of competent jurisdiction, (ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is stayed pending review by a court of competent jurisdiction, or (iii) such certificate or interim operating authority has expired and has not been renewed, then the contracting officer may elect any one or a combination of the following courses of action:

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin when the contracting officer notifies the contractor. Any flights that were scheduled to be flown during the time any such suspension is in effect will be canceled and the government's obligation reduced by all costs directly attributable to the canceled flights. Any such cancellation is not for the convenience of the government and will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

(2) Exercise the government's rights under clause 5552.247-9002, "Contractor's Failure to Provide Service."

(3) Terminate this contract for cause in whole or in part under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items."

(End of Clause)

5552.247-9002 Contractor's Failure to Provide Service.

CONTRACTOR'S FAILURE TO PROVIDE SERVICE (AUG 2008) - ALTERNATE II (APRIL 2007)

(a) In the event the contractor's aircraft is unable to depart from any station, the government may invoke the remedies set forth in this clause, which will not constitute a termination under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items." The rights and remedies provided in this clause are not exclusive, do not give rise to government liability for costs incurred, and are in addition to government rights and remedies provided by law or by this contract.

(b) Substitute Service. This term means substitution of an aircraft to replace contractor's aircraft, which is unable to perform the required services. If the contractor fails to make an aircraft available to perform services under the terms of the contract, the government may:

(1) Cancel the requirement for further performance of the defaulted flight or services. In that event, the government's obligation will be reduced by the costs directly attributable to the canceled flight or services.

(2) Require the contractor to obtain substitute service from another DOD-approved carrier to perform the services within such additional time as the contracting officer may allow. The contractor shall arrange for and pay directly all costs involved in performing the services by substitute aircraft. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the substitute service. The substitute aircraft provided by the contractor must be of like type, must be configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above substitute service, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.

(3) Purchase substitute service from commercial sources. This may include use of substitute commercial aircraft or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. In either event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay for the substitute service.

(4) Elect to either reschedule the defaulted flight to a later time or move the passengers and/or cargo, or any portion thereof, itself. In the latter event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay to transport the passengers and/or cargo.

(End of Clause)

LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	PERFORMANCE WORK STATEMENT (PWS)
2	DOD ADDITIONAL STANDARDS
3	DOL WAGE DETERMINATION
4	WIDE AREA WORK FLOW INSTRUCTIONS
5	HOGE CHART

ATTACHMENT 1, PWS

PERFORMANCE WORK STATEMENT (PWS)
Ridge Runner Rotary Wing Air Transportation Service
Ft Irwin, CA
19 November 2014

1.0 DESCRIPTION OF SERVICES

1.1 Background. The National Training Center (NTC) at Ft Irwin, CA requires contractor furnished rotary wing air transportation of 5 passengers with baggage and/or occasional external slings loads from Bicycle Lake Army Air Field at Ft Irwin, CA to destinations within a 200 mile radius. The aircraft is needed to transport technician and equipment to remote, austere locations to support the operation and maintenance of the NTC communications/instrumentation network, located on a mountain top.

1.2 Scope. Except as otherwise stated in this contract, the contractor shall provide all personnel, equipment, tools, facilities, supervision, and direct materials necessary for the performance of the air transportation services for rotary wing passenger and/or cargo air transportation as identified in this PWS. Contractor shall be required to base the aircraft at Bicycle Lake Army Air Field and an estimated 350 hours per year of airlift services will be required. Services are to be performed within a 200 mile radius of Bicycle Lake Army Air Field as directed by the Contracting Officer Representative (COR).

1.3 Specific Requirements/Tasks

1.3.1 Aircraft: As a minimum the aircraft must be capable of seating 5 passengers plus pilot, capable of carrying internal/external loads of at least 500 pounds in accordance with paragraph 1.3.2.5 and 1.3.2.6 below (excluding pilot and fuel weight), and/or combination thereof at 30 degrees Celsius at 6,500 feet out-of-ground effect (OGE); be fueled by Jet A government furnished fuel IAW paragraph 3.1 below.

1.3.2 Equipment required:

1.3.2.1 One flight meter to record flight time.

1.3.2.2 Extended (Height) Landing Gear.

1.3.2.3 A remote hook-operating switch shall be mounted on the collective control to avoid confusion with the aircraft cargo hook release.

1.3.2.4 "Barrel Slings" or lifters to transport two 55 gallon drums by external load.

1.3.2.5 Cargo net 10' x 10' capable of carrying of 500 pounds.

1.3.2.6 Cargo sling (tag) line at least 10" long with swivel attachment, rated at of 500 pounds.

1.3.2.7 Automatic portable or automatic fixed Emergency Locator Transmitter (ELT/AP or ELT/AF) as required by the FAA.

1.3.2.8 A uni-directional ELT shall be installed with the "arrow" aimed 45 degrees downward from the normal forward "direction-of-flight". An omni-directional ELT may be mounted in any orientation. An external fixed type antenna will be used in all applications. The antenna will be mounted on the top or bottom in helicopter applications.

1.3.2.9 One 1360 channel VHF-AM (VHF-1) Aeronautical Transceiver shall be installed, operating in the 116.000 MHz to 149.975 MHz band on 25 kHz increments, and a minimum 10 watts carrier power output (AN/ARC-115, AN/ARC-186, or equal).

1.3.2.10 One 920-channel VHF-FM (FM-1) Aeronautical Transceiver shall be installed, operating in the 30.00MHz to 75.95 MHz band on 25kHz channel increments, transmitter deviation of +/- 8.0 kHz, with a minimum of 10 watts carrier power output (AN/ARC-114 or equal).

1.3.2.11 One VHF aeronautical navigation VOR/LOC receiver with indicator, minimum 100 navigation receiver channels.

1.3.2.12 Audio Control Systems Equipment:

1.3.2.12.1 One audio control system shall be installed for the pilot and the observer, which provide control, selection and operation of multiple radio transceivers. Audio system controls shall be provided for the pilot and the observer to select specific receiver audio outputs and transmitter microphone/PTT inputs of multiple radios. An intercom system shall also be provided for the pilot, observer, and passenger positions at each aft cabin exit. Audio level controls shall be provided for the pilot and observer to adjust the intercom and receiver audio outputs to their respective earphones. The controls of the audio control system shall be located conveniently for both pilot and observer. Labeling and marking of controls must be clear, understandable, and permanent.

1.3.2.12.2 The system shall be designed for operation with 600 ohm earphones and carbon equivalent, noise canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) with U-75/U type connector plug. The only exception to this is the pilot's position, which may be a low impedance (dynamic) configuration.

1.3.2.12.3 All earphone/microphone jacks in the aircraft, except the pilot's, shall be military type U-61 which will accept the U-75/U plugs specified above. Adapter cables and connectors may be used as necessary to provide U-61/U jacks.

1.3.2.12.4 As a minimum, the audio control systems shall provide for selecting the following radios and systems: VHF-AM Aeronautical Radio (VHF-1) and VHF-FM Aeronautical Radio (FM-1).

1.3.2.12.5 Separate Push to Talk (PTT) switches shall be provided for radio transmitter operation and intercom operation at the pilot and observer positions. The pilot's switches shall be located on the cyclic stick. The observer's shall be located on the cord to the earphone/microphone connector. The passenger positions will have a PTT switch for intercom operation located on the cord to the earphone/microphone connector.

1.3.2.12.6 Transmitter Selection and Operation. A transmitter selection switch shall be provided for the microphone/PTT of the pilot and observer. The pilot or observer will be able to select a desired transmitter to communicate using the respective microphone/PTT. When a transmitter is selected, the companion receiver audio shall automatically be selected for the associated earphone in use.

1.3.2.12.7 Receiver Audio Selection and Operation. Selector switches shall be provided for the pilot and observer earphones to permit selecting receiver audio from one or combination of all receivers. The passenger positions shall monitor the receiver(s) as selected by the observer. Performance specifications for receiver audio to all earphone connectors are as follows:

1.3.2.12.7.1 Audio Output: With an input of 10 mW (600 ohms) from any selected receiver, the audio output shall be capable of 100 mW (600 ohms) with less than 10% distortion.

1.3.2.12.7.2 Hum and Noise 40 dB below specified audio output (100 mW).

1.3.2.12.7.3 Crosstalk: 40 dB below specified audio output (100 mW). NOTE: The audio input is an adjustable output from any of the selected receivers. This is typically an adjustment of the radio volume control, which can range from 0 to 100 mW (600 ohms).

1.3.2.12.8 An intercom system shall be provided to serve the pilot, observer, and passenger positions at each aft cabin exit. Intercom audio shall mix with, but not mute, selected receiver audio (override type). Adjustment of any station's intercom audio level shall not affect the level at any other station. An intercom audio level control shall be provided on the pilot and observer audio control panel(s) and at each passenger position for adjusting the individual earphone audio to a comfortable listening level. Microphone operation on the intercom system shall be via PTT switches. A "hot-mike" capability shall be provided via an activation switch accessible by the pilot and observer or may be voice actuated (VOX). Side tone audio shall be provided to the earphone connector associated with the microphone in operation. Performance specifications for the intercom system are as follows:

1.3.2.12.8.1 Audio Output. With an audio input test tone level of 250mV at 1 kHz, the audio output shall be capable of 100 mW (600 ohms) with less than 10% distortion.

1.3.2.12.8.2 Hum and Noise. 40dB below specified audio output (100 mW).

1.3.2.12.8.3 Input Audio: As provided by station microphone or test tone input at microphone terminals.

1.3.2.13 The aircraft must be equipped with heating and ventilation/air conditioning, cabin storage for passenger hand carrier baggage, and clean air sickness bags.

1.3.3 Hazmat: The Government may require transportation of some hazardous materials. The carrier must be an approved HAZMAT carrier IAW 49 CFR and AR 95-27. Such transportation shall be IAW FAA regulations and National Training Center (NTC) Regulation 200-2, 200-6 and the Hazardous Material Handbook.

1.3.4 Contractor requirements:

1.3.4.1 Contractor personnel shall comply with all pertinent military regulations and/or directives when in base flight patterns and on military installations.

1.3.4.2 Contractor shall be certified under Federal Aviation Regulation (FAR) Parts 133 and 135.

1.3.4.3 Contractor shall comply with FAR Part 135.117 for required passenger briefings prior to each take-off.

1.3.4.4 Contractor shall have personnel/pilots with Ft Irwin, CA experience, due to the nature of remote antenna site landing locations/conditions.

1.4 Scheduling

1.4.1 Corporate Liaison: Prior to the start of the contract, the contractor shall furnish the COR with the name, address, e-mail address, and phone number of an agent who will serve as a liaison between the contractor and the COR. The agent must have authority to dispatch aircraft, adjust schedules, engage substitute airlift, and make decisions pertinent to the airlift service for the contractor. The agent will be available by telephone 24 hours per day, 7 days per week.

1.4.2 Availability: The contractor shall be available to provide service 7 days a week, including weekends and holidays. Mission scheduling will be limited daylight hours under Visual Flight Rules (VFR) conditions. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset. The contractor shall be positioned at the designated Ridge Runner pad on Bicycle Lake Airfield as directed by the COR. The contractor shall receive 24 hours advance notice and on occasion will have immediate notice for emergency repairs. A normal duty day shall not exceed 12 hours.

1.4.3 The contractor shall coordinate COR approved mission/flights with the Life Cycle Contractor Support (LCCS) Operations Command Central (OCC). Prior to flight departure with LCCS personnel, the contractor shall notify the LCCS OCC with, but not limited to, departure time, destination, number of personnel, anticipated return time, and arrival time upon mission completion.

1.4.4 Department of Defense (DoD) personnel shall not be scheduled to fly on helicopter during external load operations.

1.4.5 The contractor shall meet the scheduled time of pickup as ordered by the COR. One-thirtieth (1/30th) of the aircraft monthly rate offered will be deducted for each day the contractor fails to provide an aircraft to meet mission requirements.

1.5 Deliverables

1.5.1 Contractor shall provide written verification of insurance coverage to the Contracting Officer at USTRANSCOM TCAQ-R, 508 Scott Dr, Scott AFB IL 62225 prior to the contract award.

1.5.2 At each departure airfield, contractor shall ensure that an accurate passenger manifest is left with appropriate airfield authorities, e.g. military air operations or civilian Fixed Base Operators (FBO) personnel. The contractor shall post a copy of manifests outside their government provide office for random COR inspections.

2.0 SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
On-time performance	1.4	95% of monthly flights
Equipment is in working Condition	1.3.2	95% of monthly flights
Contractor shall leave an accurate passenger manifest at departure airfields.	1.5.2	100% of monthly flights

3.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND SERVICES

3.1 The government will provide, at no cost to the contractor, Jet A fuel for direct contract flying. Fuel for positioning/repositioning, training, and maintenance flights is the responsibility of the contractor and will not be

charged to the contract. The Aircraft shall not be refueled while engines are running, or rotor blades are turning, unless the aircraft refueling facility is equipped with an approved closed-circuit refueling system. Grounding and bonding cables shall be utilized. The contractor shall verify and certify Government fuel usage on the fuel worksheet provided.

3.2 Air traffic control and airfield safety protection: Ground handling of aircraft, ground support equipment units (if available), aircraft parking space, and military flight planning charts and publications will be provided.

3.3 OCCS hand-held radios for dispatching and safety concerns while operating at the NTC shall be provided.

3.4 The government will provide a one-pilot office space at the Bicycle Lake Army Air Field.

Note: The contractor is responsible for providing support equipment unique to its aircraft.

4.0 GENERAL INFORMATION

4.1 DoD Approved Air Carrier by the closing date of the solicitation. The contractor must satisfy DoD quality and safety requirements as described in 32 Code of Federal Regulation (CFR) Part 861. All aircraft utilized must be licensed, operated, and maintained IAW all applicable rules and regulations of the Federal Aviation Administration (FAA) and Department of Transportation (DOT), giving particular attention to the responsibility of the air carrier to perform air transportation with the highest degree of safety.

4.2 Aircraft performing missions under this contract shall not be considered public aircraft.

4.3 Contractor shall have a current FAA Authorization certificate to operate over routes and into airfields specified under both Instrument Flight Rules (IFR) and VFR conditions and rules. IFR capability authorization is not required for operations into airfields, which do not have published IFR approach procedures.

4.4 Insurance Requirements: Prior to performance of any services hereunder, the contractor shall, at its own expense, procure, from a financially and legally responsible insurance company, and maintain, for the life of this contract, at least the minimum coverage required by 14 C.F.R. §205.4.

4.4.1 The contractor will provide written verification of insurance coverage to the Contracting Officer at USTRANSCOM, TCAQ-R, 508 Scott Dr, Scott AFB, IL 62225-5357 prior to the contract award. The contractor shall provide annual proof of insurance from the insurance provider to the Contracting Officer. In the event of a planned cancellation or material change in policy coverage, thirty (30) days prior written notice shall be given to the Contracting Officer. In the event of an unplanned cancellation or material change in policy coverage, notice shall be given to the Contracting Officer as soon as possible.

4.5 Security Clearance: The contractor shall ensure all employees requiring security clearances have at least an interim clearance prior to start of work. Contractor shall be screened and vetted through the Ft Irwin, CA security clearance process before authorized access to the installation.

4.6 Information Assurance

4.6.1 Requirement for Contractor Information Assurance (IA) Report

The Contractor shall provide an Information Assurance Report to describe their environment that safeguards DOD non-public information resident on or transiting the contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied should consider the risks (i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The report shall address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>) and be provided in accordance with the

attached template at Attachment 1 to the PWS. The contractor is encouraged to provide additional information above and beyond what is outlined in the SANS guidelines to enhance the government's understanding of their information security posture. The report will be updated 30 days prior to exercise of an option period, if applicable.

4.6.2 Cyber Security Incidents

4.6.2.1 Reporting Requirements

The contractor shall report to the following two Government organizations as soon as possible upon discovery of any suspected cyber intrusion events that affect DOD information resident on or transiting the contractor's unclassified information systems.

1. USTRANSCOM Cyber Operations Center (CyOC)
E-mail: transcom.scott.tcj3.mbx.cyoc@mail.mil
Commercial Phone: 618-220-4222
2. USTRANSCOM Deployment and Distribution Operation Center (DDOC)
E-mail: transcom.scott.tcj3.mbx.ddoc-chief@mail.mil
Commercial Phone: 618-220-7700

Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 72 hours. Reportable cyber intrusion events include the following:

1. A cyber intrusion event appearing to be an advanced persistent threat
2. A cyber intrusion event involving data exfiltration or manipulation or other loss of any DOD information resident on or transiting the contractor's, or its subcontractors', unclassified information systems
3. Intrusion activities that allow unauthorized access to an unclassified information system on which DOD information is resident or transiting

Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

4.6.2.2 Incident Report Content

The incident report shall include, at a minimum, the following information:

1. Applicable dates (date of suspected compromise and date of discovery)
2. Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies malware, etc.)
3. An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed
4. A description of the roles and functions of the threat-accessed system
5. An initial list of potentially impacted government programs and each program's classification
6. What information may have been exfiltrated that may impact government programs
7. A list of all employees and subcontracted employees who work or have worked with the victim system/network
8. A point of contact to coordinate damage assessment activities

4.6.2.3 Incident Report Submission

The contractor will submit unclassified network cyber incident reports to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM designated government personnel via encrypted email or another mutually agreed upon secure communications method. Copies of malware require special handling and pre-coordination must be accomplished prior to submission.

5.0 NOTICE OF ACCIDENT AND REPORTS.

5.1 Notice of Accidents - DoD Missions. When the contractor's aircraft, in support of a DoD mission, is involved in an accident or incident, as defined in 49 CFR §830.2, in support of a DoD mission, the contractor shall transmit the information below by the most expeditious means available, to the HQ AMC Command Center at Scott AFB, IL (618) 229-0360 and HQ AMC/A3B (618) 256-4801. On the next business day, notification must also be made to the Contracting Officer (CO), USTRANSCOM, TCAQ-R, Scott AFB, IL (618) 220-7036, or FAX (618) 220-7918.

5.1.1 Carrier and trip number.

5.1.2 Aircraft type and number.

5.1.3 Date and time of accident.

5.1.4 Last point of departure and point of intended landing of aircraft.

5.1.5 Location of accident.

5.1.6 Nature of the accident and the extent of damage to the aircraft so far as is known.

5.1.7 Total number of crewmembers and passengers on board.

5.1.8 Number of injured and fatalities aboard the aircraft.

5.1.9 Condition of baggage or government-owned material, if any, on board.

5.2 Notice of Accidents – Non-DoD Missions. When the contractor's aircraft is involved in an aircraft accident as defined in 49 CFR §830.2, not associated with a DoD mission, the contractor shall transmit the information in paragraph 5.1 by the most expeditious means available and on the next business day notify HQ AMC/A3B, Scott IL (618) 229-4801 or (618) 229-4343.

5.3 Aircraft Medical Incidents. Report all aircraft medical incidents in flight, or while passengers are under control of the aircraft captain, to the first available COR or CA, at the next en-route station for in flight incidents, or the station where the incident occurs.

5.4 DoD Casualties. In cases where a death occurs on a contractor's aircraft, the following information shall be furnished via telephone to the phone numbers listed below: Name, Social Security Number (SSN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, and Coast Guard-USCG.

US Army: (800) 626-3317

US Navy: (800) 368-3202

US Marines: (800) 847-1597

US Air Force: (800) 433-0048

US Coast Guard (USCG): Pacific Area Op's Center: (510) 437-3701 (Accidents west of Mississippi)

5.4.1 An information copy shall be faxed to USTRANSCOM TCAQ-R (Fax (618) 220-7918 and HQ AMC/Command Center Fax (618) 229-0153.

5.5 Safety and Financial Information. As required by the Air Safety Clause at TRANSFAR 5552.247-9000, the contractor must satisfy the requirements of 32 CFR, Part 861, Section 861.4. The DoD will conduct periodic evaluations to assess the contractor's ability to perform safely. To complete the evaluation, the government may contact the contractor in order to obtain information bearing upon the contractor's practices, resources, and

capabilities. Upon request, the contractor shall provide data pertinent to such evaluations, including current audited financial statements, to HQ AMC A3B, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225-5302.

ATTACHMENT 1 TO PWS

Vendor Assessment Guidelines for Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)

General. Organizations should compare all 20 control areas against their current status.

The 20 Critical Controls are:

1. [Critical Control 1: Inventory of Authorized and Unauthorized Devices](#)
2. [Critical Control 2: Inventory of Authorized and Unauthorized Software](#)
3. [Critical Control 3: Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations, and Servers](#)
4. [Critical Control 4: Continuous Vulnerability Assessment and Remediation](#)
5. [Critical Control 5: Malware Defenses](#)
6. [Critical Control 6: Application Software Security](#)
7. [Critical Control 7: Wireless Device Control](#)
8. [Critical Control 8: Data Recovery Capability](#)
9. [Critical Control 9: Security Skills Assessment and Appropriate Training to Fill Gaps](#)
10. [Critical Control 10: Secure Configurations for Network Devices such as Firewalls, Routers, and Switches](#)
11. [Critical Control 11: Limitation and Control of Network Ports, Protocols, and Services](#)
12. [Critical Control 12: Controlled Use of Administrative Privileges](#)
13. [Critical Control 13: Boundary Defense](#)
14. [Critical Control 14: Maintenance, Monitoring, and Analysis of Audit Logs](#)
15. [Critical Control 15: Controlled Access Based on the Need to Know](#)
16. [Critical Control 16: Account Monitoring and Control](#)
17. [Critical Control 17: Data Loss Prevention](#)
18. [Critical Control 18: Incident Response and Management](#)
19. [Critical Control 19: Secure Network Engineering](#)
20. [Critical Control 20: Penetration Tests and Red Team Exercises](#)

The entire text of the 20 Critical Security Controls is available for reference at:

<http://www.sans.org/critical-security-controls/>

Procedures:

1. Review each control.
2. Determine what procedures and tools exist within your organization to meet this control.

3. Document the result of 1-2 using the suggested template provided.
4. Provide any additional information about your company's cyber security posture.

Company (Name): Information Assurance Report

Executive Summary: (descriptive self-assessment of the company's overall information security posture)

A. Assessment of Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)

1. Control 1. Inventory of Authorized and Unauthorized Devices
 - a. Procedures and Tools supporting this control:
(List the procedures and tools used in your organization for this control)
 - b. Method to achieve control metric:

2. (Continue for remaining 19 controls).

If a particular control does not exist or is not used within your organization, please state this.

B. Assessment of Additional Security Measures for Effective Cyber Defense

1. Measure. (Title of additional measure/control)
 - a. Procedures and Tools supporting this measure/control:
(List the procedures and tools used in your organization)
 - b. Method to achieve measure/control metric:

2. (Continue for remaining measures/controls)

ATCH 2, ADDITIONAL STANDARDS

ATTACHMENT 2

ADDITIONAL STANDARDS FOR DEPARTMENT OF DEFENSE (DOD) CONTRACT AIRCRAFT
OPERATIONS UNDER FAR PART 135

(NONCOMMUTER)(PASSENGER)

All aircraft must be listed on air carrier's certificate, and flight crews must be trained, qualified, and scheduled in accordance with Federal Aviation Regulation (FAR Part 135) rules. This applies even when the contracted operations fall under FAR Part 91 or other FAR. In addition, air carriers shall comply with the following:

a. Operations:

(1) Pilots are responsible for ensuring correct computing and documenting of the weight and balance for all DOD flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Actual or interrogated weights must be used. Completed weight and balance forms from DOD flights will be maintained for a minimum of 30 days.

(2) Companies are required to maintain the last 30 days documentation for all DOD flights to demonstrate compliance with the flight locating requirements of FAR 135.79.

(3) Single-engine aircraft shall be limited to flight during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset; or in Alaska during extended twilight hours when terrain features can be readily distinguishable for a distance of at least one mile.

(4) All DOD passenger charters will be flown under Instrument Flight Rules (IFR) to the maximum extent possible.

(5) Helicopter Operations Only:

(a) Multi-engine helicopters may be used for night and instrument flight rules (IFR) operations providing the operator's certificate specifies such operations.

(b) US Navy Contracted Shipboard Landings: The pilot shall have completed training that is approved by the Navy and meet subsequent proficiency and currency requirements to ensure standardization with shipboard guidelines.

b. Aircrew Requirements:

(1) A pilot- in-command (PIC) and second- in-command (SIC) will be used:

(a) For all fixed-wing, whole-plane charters, except for flights supporting US Army Corps of Engineers operations-only missions.

(b) If the aircraft certificate requires a two-pilot crew, or has seating configuration for ten or more passengers.

(c) When the aircraft is operated under IFR.

(2) PIC and SIC (when required), must have at least 250 hours combined experience in their respective positions in the type of aircraft being operated. Type (as defined in FAR 135.293b) means any one of a group of airplanes as determined by the Federal Aviation Administration, (FAA) to have a similar means of propulsion, the same manufacturer, and no significantly different handling or flight characteristics. For helicopters, type (as defined in FAR 135.293b) means a basic make and model.

(a) The PIC's prior SIC time does not count towards the 250- hour requirement.

(b) The PIC must have 1,500 hours total pilot time and have logged 100 hours PIC time in the past 12 months.

(c) The PIC must have at least 10 takeoffs and 10 landings, and 50 hours in the type and model aircraft being operated.

(d) Float plane PICs must have at least 250 total hours in floatplane operations.

(3) The PIC and SIC (when required), shall be IFR qualified; i.e., both shall hold a commercial instrument rating for all DOD flights regardless of the weather or type of flight plan filed. (Not required for operations restricted to VFR only).

(a) Both pilots shall meet the currency requirements of FAR 135.247

(b) The PIC shall have a current FAR 135.297 instrument proficiency check and a current FAR Part 135.293 competency check.

(c) The SIC shall have a current FAR 135.293 competency check to include as a minimum one precision approach, one nonprecision approach, and one missed approach. The SIC must meet the instrument currency requirements of FAR 61.57(c).

(1) If the SIC is assigned to pilot only one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in that type of aircraft.

(2) If the SIC is assigned to pilot more than one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in each type of aircraft and the check shall alternate between the different types of aircraft that the pilot operates for the DOD.

c. Aircraft:

(1) Will have two or more engines (except for helicopters, float planes, and aircraft supporting U.S. Army Corps of Engineers operations-only missions).

(a) Meet the IFR performance requirements of FAR 135.181.

(b) Be turbine powered if more than nine passengers are carried.

(2) Aircraft will also meet the following standards:

(a) Will be maintained in a good state of repair and appearance. Aircraft showing deterioration or neglect such as unrepaired cracks, punctures, loose rivets, missing fasteners, deterioration of interior, paint, or windows are unacceptable for DOD use. These concerns are in addition to airworthiness requirements.

(b) Have on board, a complete set of aeronautical charts, and approach plates (for each required pilot), covering the area of operation.

(c) Have a first-aid kit and emergency equipment, accessible to the passengers and appropriate to the environment of operation.

(d) Have approved life preservers for overwater flights in accordance with FAR Part 91.205b (12), and helicopters will have emergency flotation gear (pop-out) or standard flotation gear (fixed floats).

(3) Aircraft operated single pilot for the DOD will possess the following navigation and communication equipment:

(a) Directional gyro

(b) Artificial horizon

(c) Rate of turn indicator

(d) Vertical speed indicator

(e) One type of FAA-approved navigation equipment such as an automatic direction finder (ADF) receiver system, with ADF indicator; VOR; global positioning system (GPS)/Loran, etc. A GPS shall be available for operations in remote areas where other navigational aids are not available.

(f) One ATC transponder for all Navy shipboard operations.

(g) An emergency locator transmitter (ELT).

(h) At least one Very High Frequency (VHF) receiver and transmitter.

(4) In addition to

(3) Above, aircraft operated with two pilots for the DOD shall be equipped for IFR operations and possess the following navigation and communication equipment.

(a) Two independent navigation systems suitable for the location served, at least one navigation system will include VOR/DME capability.

(b) Dual VHF receivers and transmitters.

(c) Capability to perform a precision approach other than a ground controlled approach (GCA).

(d) A transponder.

(5) The SIC position (when required to be filled) must include the following operable equipment:

(a) The ability to manipulate all primary and auxiliary flight controls, lift/drag devices, and landing gear.

(b) Airspeed indicator.

(c) Altimeter.

(d) Artificial horizon.

(e) Gyroscopic direction indicator or equivalent.

(f) An independent navigation system.

FAR Part 135 OPR: HQ AMC A3B

1 November 2001

<http://www.amc.af.mil/library/businesscustomers.asp>

ATCH 3 - WAGE DETERMINATION

WD 95-0222 (Rev.-36) was first posted on www.wdol.gov on 08/05/2014

Aerial Photographers/Seeding/Spraying

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON, D.C. 20210

|
|
|

Diane C. Koplewski | Division of Wage | Wage Determination No: 1995-0222

Director | Determinations | Revision No: 36

| Date Of Revision: 07/25/2014

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot	27.78	
(not set) - First Officer (Co-Pilot)	25.29	
(not set) - Aerial Photographer	13.88	

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.66 per hour, or \$66.40 per week, or \$297.73 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.02 per hour.

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary

materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed

wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

Aerial Photographer

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

First Officer (Co-Pilot)

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

ATCH 4 - WAWF INSTRUCTIONS

ATTACHMENT 4

**WIDE AREA WORKFLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

IN ACCORDANCE WITH DFARS 232-7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

Request for payment must be submitted electronically via the Internet through the Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA) system at <https://wawf.eb.mil>.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Indianapolis Centralized Customer Contact Center at 1-888-332-7366, option 2, and then option 2. Please have your contract number and invoice number ready when contacting DFAS about payment status. You can also access payment information using the myInvoice web site. To register, access myInvoice at <https://myinvoice.csd.disa.mil/>

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

CONTRACT NUMBER:

DELIVERY ORDER NUMBER:

TYPE OF DOCUMENT: Invoice and Receiving Report (Combo)

CAGE CODE:

ISSUE BY DODAAC: HTC711

ADMIN DODAAC: HTC711

INSPECT BY DODAAC: Destination

SERVICE ACCEPTOR / SHIP TO: HTC711; Extension: Blank

PAY OFFICE DODAAC: HQ0490

SEND E-MAIL NOTIFICATIONS:

CONTRACT ADMINISTRATOR: As specified by the USTRANSCOM Acquisition Office

CONTRACTING OFFICER: As specified by the USTRANSCOM Acquisition Office

ATCH 5 - HOGE CHART

ATTACHMENT 5 – HOGE Chart**Applicable for Helicopters:**

- Hovering out of ground effect (HOGE)

At 6,500 feet pressure altitude and 30 °C with a non-jettisonable Payload of 500 pounds, as determined by Standard Interagency Load Calculation form using a standard crew weight of 250 lbs per person and the total fuel weight required to travel 200nm at the aircraft's cruise speed plus 30 minutes of fuel reserve and if established for aircraft type proposed, the Weight Reduction Chart.

Destinations are as follows:

	Destination
Origin	200 nm

HELICOPTER SERVICES FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART

<i>COMPANY</i>	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 Koala	55	230
	AW 139	129	Not Established
	EH 101	211	Not Established
AEROSPATIALE	SA 315B	58	180
	SA 316B	58	170
	SA 318C	45	80
	SA 319B	45	150
	AS 330J	179	N/A
	SA 332L1	160	N/A
	SA 341G	45	170
	AS 350B/350BA	45	130
	AS 350B1	46	160
	AS 350B2	48	160
	AS 350B3	50	175
	AS 350D	38	130
	AS-355F-1/355F-2	58	140
	AS 365N1	87	275
	EC 120	31	Not Established
	EC 130B4	53	Not Established
	EC 135	64	220
	EC 145	80	Not Established
	EC 155B1	95	Not Established
	EC 225	183	Not Established
BELL:	47/SOLOY	23	120
	204B (UH-1 Series)	86	200
	204 Super B	90	200
	205A-1	88	260

	205A-1++	90	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3	38	180
	206L-4	38	180
	210	90	260
	212	100	390
	214B	160	380
	214B1	145	380
	214ST	133	420
	222A	70	Not Established
	222B	83	Not Established
	222UT	83	Not Established
	407	45	155
	412	110	390
	412HP	110	390
	UH-1B	86	N/A
	UH-1B Super	88	NA
	UH-1F	88	N/A
	UH-1H (13 engine)	88	N/A
	UH-1H (17 engine)	90	N/A
	TH-1L	88	N/A
BOEING:	BV-107	180	N/A
	BV-234	405	N/A
HILLER:	*SL-3/4	21	90
	H-1100B	22	130
	UH-12/Soly	23	100
KAMEN:	H43-F	85	N/A
	K-1200	85	N/A
MBB:	BO105CBS	55	180
	BK-117	77	160
McDONNELL-	500C	23	110
DOUGLAS:	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
SIKORSKY	CH 53D	425	N/A
	CH 54/S 64	525	N/A
:	S-55T	47	170
	S-58D/E	83	N/A
	S-58T/PT6T-3	115	400
	S-58T/PT6T-6	115	460
	S-61N	170	N/A
	S-62A	70	300
	S-70	160	N/A
	S-76C+	90	Not Established
	S-92	178	Not Established

INTERAGENCY HELICOPTER LOAD CALCULATION

Instructions for completing the solicitation's interagency Helicopter load chart:

1. **HELICOPTER EQUIPPED WEIGHT** – Equipped Weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by contract (i.e. survival kit, rappel bracket, defensive armor).
2. **FLIGHT CREW WEIGHT** – Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Co-pilot, flight engineer, navigator). Number of crew multiplied by 250 pounds.
3. **FUEL WEIGHT** – Total number of gallons onboard multiplied by the weight per gallon (Jet Fuel = 7.0 lbs/gal; AvGas = 6.0 lbs/gal). The number of gallons required is calculated in the following manner:

Number of gallons of fuel is the amount the aircraft requires to travel 200nm at the aircraft's cruise speed. The number of gallons is then increased by the fuel weight of the 30 minute reserve to obtain the total gallons of fuel onboard.

For example, if the proposed aircraft's cruise speed is 100 nautical miles per hour and the fuel consumption rate as determined from the HELICOPTER SERVICES FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART provided above is 58 gallons per hour then the number of gallons would calculate to be 116 gallons $((200 \text{ nautical mph}/100 \text{ nautical mph}) * 58)$. The number of gallons of fuel for the fuel reserve would calculate to be 29 gallons $(.5 * 58)$. Therefore, the total number of gallons onboard is 145 gallons $(116+29)$. The fuel weight would be 1,015 pounds $(145 \text{ Gallons} * 7 \text{ pounds})$.

4. **OPERATING WEIGHT** – Add items 1, 2 and 3.
- 5a. **PERFORMANCE REFERENCES** – List the specific Flight Manual supplement and hover performance charts used to derive Computed Gross Weight for Line 5b. In addition, provide a copy of the Flight Manual supplement and hover performance charts with the appropriate markings showing how it was derived.
- 5b. **COMPUTED GROSS WEIGHT** - Compute gross weights for HOGE for a Non-Jettisonable payload from the appropriate Flight Manual hover performance charts using the Pressure Altitude (PA) of 6,500 feet and temperature (OAT) 30 °Celsius.
6. **WEIGHT REDUCTION** – The Government Weight Reduction is required. The appropriate Weight Reduction value, for make & model, can be found in the Helicopter Services Fuel Consumption, and Weight Reduction Chart provided above.
7. **ADJUSTED WEIGHT** – Line 5b minus Line 6.
8. **GROSS WEIGHT LIMITATION** – Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit.
9. **SELECTED WEIGHT** – The lowest weight, either line 7 or 8, will be entered. Applicable limitations in the Flight Manual must not be exceeded.
10. **OPERATING WEIGHT** – Use the value entered in Line 4.
11. **ALLOWABLE PAYLOAD** – Line 9 minus Line 10 is the maximum allowable weight (passengers and/or cargo) that can be carried for the scenario. Weight must be greater than 500 pounds.

SOLICITATION'S INTERAGENCY HELICOPTER LOAD CHART		Proposed Aircraft Make/Model:
Hovering Out of Ground Effect – Non-Jettisonable Payload		N#:
Origin and Destination:	PA: 6,500 feet	OAT: 30 °C
1. HELICOPTER EQUIPPED WEIGHT:		
2. FLIGHT CREW WEIGHT:		
3. FUEL WEIGHT (_____gallons X 7 lbs per gal):		
4. OPERATING WEIGHT (1 + 2 + 3):		
5a. PERFORMANCE REFERENCES: (List page/chart from FM) Attach a copy from the FM. The provided charts shall be marked by the Offeror to show how the numbers were obtained.		
5b. COMPUTED GROSS WEIGHT:		
6. WEIGHT REDUCTION:		
7. ADJUSTED WEIGHT (line 5b – 6):		
8. GROSS WEIGHT LIMITATION: (FM Limitations Section)		
9. SELECTED WEIGHT (The lowest weight. Either line 7 or 8 will be entered):		
10. OPERATING WEIGHT (from line 4):		
11. ALLOWABLE PAYLOAD (9 minus 10) (Weight must exceed 500 lbs):		

PROVISIONS INCORP BY REFERENCE

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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 address: <http://farsite.hill.af.mil/>.

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items

APR 2014

52.212-1 ADDENDUM

Addendum to 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

Paragraph (a) is changed to read as follows:

(a) North American Industry Classification System (NAICS) code and small business size standard. Change 500 employees to read 1,500 employees.

Paragraph (b) is changed to read as follows:

(b) Submission of offers. In addition to those requirements as stated in paragraph (b), the following are added and shall apply to the submission requirement in response to this solicitation.

Paragraph (b) (9) Acknowledgements of Solicitation Amendments is added to read as follows:

(b)(9) All amendments to the solicitation shall be acknowledged by the offeror by signing and submitting a copy of the amendment(s) with the proposal.

Paragraph (b)(12) is added to read as follows:

1. Formal communications and requests for clarification and/or information concerning this solicitation shall be submitted in writing to either of the addresses below:

U.S. Mail

USTRANSCOM/TCAQ-R
HTC711-15-R-R007
ATTN: Mary Chapie
508 Scott Drive
Scott AFB, IL 62225-5357

E-mail :

Subject: Solicitation HTC711-15-R-R007

To: mary.p.chapie.civ@mail.mil and david.w.stevens26.civ@mail.mil

(i) Request for clarification and/or information concerning the solicitation should be submitted in the following format:

Reference: Section_____, Page_____, Paragraph_____, (or Figure_____)

Question: _____

(ii) All requests must be made in writing or via e-mail and submitted to the above address. No clarifications will be provided in response to offeror-initiated telephone calls. Written inquiries will be answered in writing and provided to all offerors via FedBizOpps. Responses that may reveal proprietor information or an offeror's confidential business strategy will not be posted on FedBizOpps. Due to the time required to research a question and provide an answer, questions received less than 5 calendar days prior to the due date of offers specified in this solicitation may not be answered.

(iii) There will be no communications with offerors after the date and time specified in the Contracting Officer's request for final proposal revisions.

2. Notice for restrictions on contacts

Applicable to the release of this Request for Proposal (RFP), appropriate headquarters and directorate offices have been advised that a source selection action is in progress beginning 24 November 2014 through award of contract.

3. Proposal Preparation Instructions Information to Offerors

3.1 General Instructions

(i) The government reserves the right not to award a contract based on the quality and quantity of proposals received. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical and a price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(ii) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the government's requirements but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

(iii) Information Assurance & Cyber Security. The offeror shall submit an Information Assurance Report that describes their environment for adequately safeguarding Department of Defense (DoD) non-public information

resident on or transiting on the contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied should consider the risks (i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The report shall also address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>) and be provided in accordance with the template at Attachment 1 to the PWS. Offerors may provide additional information to support their security posture.

(iv) Past Performance Information.

a. Offerors shall include with their proposal a list of relevant present/past performance efforts or contracts completed during the past three (3) years. The list shall be limited to three (3) efforts or contracts. Submitted past performance references shall be limited to 1 page per reference. (NOTE: A single side is considered one page). Offerors are prohibited from submitting additional information outside of the three efforts or contracts. Prohibited information includes, but not limited to: overviews, highlights, company-wide capability statements, and future capability statements that are submitted outside of the three submitted efforts or contracts. Reference submissions shall include the following information for each effort or contract. NOTE: Also include a reference to the solicitation number.

1. Name and address of the contracting activity (buying and administrative)
2. Contracting Officer – Include a verified email, phone and fax number
3. Contract Manager – Include a verified email, phone and fax number
4. Contract Number
5. Contract Type (Firm-Fixed Price, Cost Reimbursement, IDIQ, etc.)
6. Total contract value including option years
7. Description of work performed
8. Performance Period – Base Year and number of Option Years
9. Problems and Corrective Actions – The offeror shall include information on problems encountered and corrective actions taken on all contracts. Include a brief description of any dispute/claim. Be specific in identifying the problem and resolution.

3.2 Organization/Distribution/Number of copies

(i) Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in the Solicitation by the date and time specified in the Solicitation. Offerors may use any of the following transmission methods: United States Post Office regular mail or express mail or via electronic (e-mail) means. Any proposal sent by regular or express mail must be received at the designated Government office not later than the date and time specified in Block 8 of the SF 1449 or as amended in order to be considered. Any proposal sent by e-mail must be received at the initial point of entry to the Government infrastructure not later than the date and time specified in block 8 of the SF 1449 or as amended in order to be considered. E-mail address for proposal submission is mary.p.chapie.civ@mail.mil and david.w.stevens26.civ@mail.mil.

3.3 Financial Responsibility

Financial responsibility is not a separate evaluation criterion; however financial responsibility will be evaluated as part of the responsibility determination as required in accordance with FAR 9.1.

4. Contract Documentation

4.1 Solicitation/Contract Form

(i) Offerors shall complete blocks 12, 17a (Contract Name, Address, POC, E-mail address, Phone Contact and CAGE Code), and 30a, b, and c of the SF1449. Signature by the offeror on the SF 1449 constitutes an offer, which

the Government may accept. The “original” copy should be clearly marked under separate cover sheet and should be provided without any punched holes.

(ii) Block 17b: If remittance address is different, put such address in the System for Award Management (SAM) database.

(iii) Block 18b: 1) Payment to the contractor by the Government for services performed and accepted pursuant to the terms and conditions of this contract shall be in accordance with the applicable prices set forth in this contract. 2) Invoices will be submitted semi-monthly (1st and 15th of month) using Wide Area Work Flow-Receipt and Acceptance (see DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports).

(iv) The offeror is required to fill out blocks 19-24. SCHEDULE OF SUPPLIES/SERVICES (See SF 1449 Continuation, Pages 3 through 10).

(v) The offeror is required to complete the List of Aircraft in the SCHEDULE OF SUPPLIES/SERVICES (See SF 1449 Continuation, Page 12).

(vi) The offeror is required to complete the HOGE Chart at Attachment 5.

(vii) The offeror is required to provide a narrative that addresses the capability of the offerors aircraft to move 5 passengers.

(viii) The offeror is required to provide a copy of the Flight Manual Supplement and hover performance charts with the appropriate markings showing how it was derived, that are required with your Solicitation’s Interagency Helicopter Load Chart.

4.2 Exception to Terms and Conditions

(i) Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors.

(ii) Failure to meet a requirement may result in an offer being ineligible for award.

4.3 Other Information Required

4.3.1 Company/Division Address, Identifying codes and Applicable Designations. Provide company/divisions street address, country and facility code, CAGE Code, DUNS Code and size of business (large or small).

4.3.2 Paragraph (c) is tailored to read as follows:

(c) Validity Statement: The offeror’s proposal shall be valid 180 calendar days after the proposal due date.

The offeror shall make a clear statement in the proposal documentation that the proposal is valid until the applicable date as referenced above.

In accordance with FAR Subpart 4.8 (Government Contract Files), the government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the government will destroy extra copies of such unsuccessful proposals.

Paragraph (m) is added as follows:

Discrepancies: If an offeror believes the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale.

The Offeror is reminded the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

52.212-2

Evaluation - Commercial Items

OCT 2014

52.212-2 ADDENDUM

Addendum to 52.212-2 EVALUATION--COMMERCIAL ITEMS

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. This acquisition will be conducted as Low Price Technically Acceptable (LPTA) source selection in accordance with FAR 15.101-2 and USTRANSCOM source selection procedures. The objective of the source selection will be to select an offeror that represents the best value to the Government, price and other factors considered. For a proposal to be considered for award it must comply with all required terms and conditions of the solicitation, demonstrate the technical capability to meet or exceed the PWS requirements, and reflect a fair and reasonable price. Each offeror's past performance will be considered in the Government's responsibility determination for that offeror. Each offeror's responsibility will be determined IAW the criteria specified in FAR 9.104-1. The Government intends to evaluate proposals and award a contract without conducting discussions. The Government reserves the right, however, to conduct discussions, written and/or oral, with offerors if it is determined to be in the Government's best interest.

2. The Government intends to award a single contract as a result of the solicitation. The Government reserves the right to award no contract at all, depending on the quality of the proposals submitted and availability of funds. In addition to meeting all terms and conditions of the solicitation, each offeror's proposal will be evaluated against the following evaluation criteria:

Technical

Subfactor 1: Technical Approach – Due to the numerous technical requirements in the PWS, the two following technical requirements were selected for the technical evaluation: NOTE: Aircraft lift capabilities will be evaluated using the offeror's completed HOGE Chart, Attachment 5. Evaluation will only be conducted on the offeror's primary* aircraft; however, any additional aircraft offered must also meet all requirements of this solicitation.

a) Capable of carrying an external non-jettison cargo weight of 500 pounds (excluding crews weight) while operating at 30 degrees Celsius at 6,500 feet pressure altitude while Hovering Out of Ground Effect (HOGE).

b) Seating for 5 passengers along with cargo for a total internal weight of 500 pounds (excluding crews weight) while operating at 30 degrees Celsius at 6,500 feet pressure altitude while Hovering Out of Ground Effect (HOGE). A narrative that addresses the capability of the offerors aircraft to move 5 passengers must be provided.

Subfactor 2: Information Assurance & Cyber Security

Cost (Price)

3. As this is a LPTA procedure, tradeoffs will not be permitted for the initial contract award and proposals will be evaluated for acceptability. All offerors Total Evaluated Price will be ranked from lowest to highest. Each offeror's technical approach will be rated as acceptable or unacceptable. Past performance will only be evaluated on the lowest-priced technically acceptable offeror. If that offeror's past performance is determined to be responsible, award will be made to that offeror without consideration of any other offerors. In the event that the Government does not determine that offeror's past performance to be responsible, the next lowest-priced technically acceptable offeror will be evaluated and the process will continue (in order by price) until an offeror receives a responsible past performance determination.

An award will be made to the lowest-priced technically acceptable offeror whose proposed prices are determined to be fair and reasonable.

4. Technical Approach: Adjectival ratings will be used for rating the offeror's technical proposal. Each contractor's proposal will be evaluated and given an adjectival rating as follows:

4.1 Acceptable – For Subfactor 1, Technical Approach – To be rated Acceptable, the approach must meet specified minimum performance or capability requirements delineated in the Request for Proposal. For Subfactor 2, Information Assurance & Cyber Security, to be rated Acceptable, the offeror must submit an Information Assurance Report that describes their environment for adequately safeguarding DOD non-public information resident on or transiting on the contractor's unclassified information systems from unauthorized access and disclosure AND address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>). To receive a Technical Factor rating of Acceptable, an offeror must receive Acceptable ratings for both technical subfactors.

4.2 Unacceptable - Fails to meet specified minimum performance or capability requirements; proposal has one or more deficiencies. Proposals with an unacceptable rating will not be considered further.

5. Offerors are cautioned to submit sufficient information in the format specified in the solicitation. Offerors may be asked to clarify certain aspects of their proposal but the Contracting Officer reserves the right to award a contract without the opportunity for revisions.

6. Price: The Government will conduct a price analysis to determine whether the proposed prices are fair and reasonable. This determination may be accomplished by one or more of the techniques set forth in FAR 15.404-1(b)(2). The Contracting Officer will fully document the price evaluation.

(i) The total evaluated cost (price) for each offeror will be established based on the total overall price for all CLINS and will include the evaluated price for 6 months of extended service which may be ordered under FAR 52.217-8, OPTION TO EXTEND SERVICES. Because the Government will provide Jet A fuel for direct contract flying (in accordance with paragraph 3.1 of the PWS) under the resultant contract, this estimate is included in the total evaluated cost (price) for the purpose of evaluating the fuel efficiency of each offeror's primary* aircraft as designated in the List of Aircraft located in the Schedule. The estimated cost of fuel will be calculated by the Government as follows:

*The primary aircraft is the aircraft that will be predominately based at Ft. Irwin in support of this contract.

Fuel Burn Rate (gallons/hour) x 1895 (total estimated hours) = gallons used x 3.62 (Jet A) =
Total Estimated Cost of Fuel.

Fuel Burn Rate in Attachment 5, HOGE Chart, will be used and shall be applied for this

calculation.

(ii) Adequate price competition is expected utilizing FAR Part 12 procedures; therefore, certified cost or pricing data will not be requested. However, should the Contracting Officer make a determination during the evaluation process that adequate price competition does not exist, other than cost or pricing information may be requested for evaluation purposes along with comparing proposed prices to other commercial prices paid or historical data to assist in negotiations and/or the price reasonableness determination.

(iii) Submission of unrealistically low prices submitted initially or subsequently, may be grounds for eliminating a proposal from the competition on the basis that the offeror does not understand the requirements or has made an improvident proposal. Further, the Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

7. The following conditions shall be met in order to be eligible for award:

7.1.1 The offeror must be determined responsible according to the standards in FAR subpart 9.1.

7.1.2 Pursuant to 32 C.F.R. §861.4, the offeror must be a DOD Approved Air Carrier for the aircraft offered by the closing date of the solicitation.

7.1.3 The offeror's proposal must comply with requirements of law, regulation, and all conditions set forth in the solicitation. The offeror's proposal must demonstrate a clear understanding of the nature and scope of work required. Failure to provide a reasonable and complete proposal may reflect lack of understanding of the work requirements of the contract and may result in a determination that the proposal is unacceptable. The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with an offeror's proposal.

7.1.4 Other information submitted by the offeror must comply with the conditions set forth in the solicitation. The Government reserves the right to make the final determination as to whether the other information complies with the conditions set forth in the solicitation.

8. Non-Government Personnel. No non-Government personnel will be involved in the source selection.
(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2014)
ALTERNATE I (OCT 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(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.

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

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

"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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

(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 the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

(2) Veteran-owned small business concern. (Complete only if the offeror 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 that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246—

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It (___) has, (___) has not, filed all required compliance reports.

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

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--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 and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___

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---	---

(List as necessary)

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

(g)(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
 The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
---	---
---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
---	---

—	—
---	---

[List as necessary]

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

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:
—	—

—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) (___) Are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; 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, violating Federal criminal tax laws, 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 enumerated in paragraph (h)(2) of this clause; and

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

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
—	—

—	—
—	—

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

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

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

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

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

- (___) Corporate entity (not tax-exempt);
- (___) Corporate entity (tax-exempt);
- (___) Government entity (Federal, State, or local);
- (___) Foreign government;
- (___) International organization per 26 CFR 1.6049-4;
- (___) Other -----.

(5) Common parent.

- (___) Offeror is not owned or controlled by a common parent;
- (___) Name and TIN of common parent:

Name ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers

Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country JAN 2009