

SECTION A - REQUIREMENTS AND PRICES

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SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC	Advisory Circular
AD	Airworthiness Directive
AES	Advanced Encryption System
AIRS	Aviation Information Reporting Support
AM	Amplitude Modulation
A&P	airframe and power plant
APCO	Association of Public-Safety Communications Officials
AQD	Acquisition Services Directorate
ASM	Aviation Safety Manager
ASO	Aviation Safety Office
ASTM	American Society for Testing and Material
ATC	air traffic control
AUR	Aircraft Use Report
AV	Daily Availability
BARC	Burned Area Reflectance Classification
C2	Command and Control
CFR	Code of Federal Regulations
CO	Contracting Officer
COA	Certificate of Authorization
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CFR	Code of Federal Regulations
CTCSS	continuous tone coded squelch system
DA	Density Altitude
DM	degrees/minutes/decimal minutes
DOI	Department of Interior
DOT	Department of Transportation
EOA	Emergency Certificate of Authorization
ELT	emergency locator transmitter
EO/IR	Electro Optical/Thermal Infrared
EPA	Environmental Protection Agency
ERG	Emergency Response Guidebook
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FCC	Federal Communications Commission
FIPS	Federal Information Processing Standard
FM	Frequency Modulation
FS	Forest Service
FTR	Federal Travel Regulations
GIS	Geographic Information Systems
GISS	GIS Specialist
GCS	Ground Control Station
GVW	gross vehicle weight
GPM	gallons per minute
GPS	global positioning system
HIGE	hover-in-ground effect
HOGE	hover-out-of-ground effect
IAT	interagency aviation training
IBC	Interior Business Center
ICAO	International Civil Aviation Organization
ICP	Incident Command Post
ICS	intercom system
IFR	instrument flight rules

IMT	Incident Management Team
IMU	Inertial Measurement Unit
IP	Institute of Petroleum
IPP	Invoice Processing Platform
ISM	Industrial, Scientific and Medical
NFPA	National Fire Protection Association
MMSB	Manufacturer's Mandatory Service Bulletins
MOA	Memorandum of Agreement
NTE	Not To Exceed
NTSB	National Transportation Safety Board
NWCG	National Wildfire Coordinating Group
OAS	Office of Aviation Services
PA	public address system
PA	pressure altitude
PFD	personal flotation device
PIC	pilot-in-command
PII	Personally Identifiable Information
POI	Point of Interest
PPE	personal protective equipment
PSD	plastic sphere dispenser
PSI	pounds per square inch
PTT	push to talk
RFP	Request for Proposals
RPM	revolutions per minute
SFI	Safety Foundation Incorporated
STEP	Single-skid, Toe-In and Hover Exit/Entry Procedures
TBO	time between overhaul
TCAS	Traffic Collision Avoidance System
TFR	Temporary Flight Restriction
TSO	technical service order
UAS	Unmanned Aircraft System
UASD	Unmanned Aircraft System Data Specialist
UASM	Unmanned Aircraft System Manger
UL	Underwriter's Laboratory
USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
VOX	voice activation
VSWR	voltage standing wave ratio
VTOL	Vertical Takeoff and Landing
VHF	Very High Frequency

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

The intent of the Government in this solicitation is to award multiple, indefinite delivery – indefinite quantity Call When Needed (CWN) Unmanned Aircraft Systems (UAS) services to support wildland fire operations, search and rescue (SAR), emergency management, and other resource missions. Each aircraft will be fully contractor-operated and maintained. Contractor services include provision of the required UAS, personnel, and all other associated equipment to perform the required services as prescribed in this solicitation (See B1.1.) The Indefinite Delivery, Indefinite Quantity (IDIQ) contract has one Base Year with Four 1-year Option Periods.

A1- Item Requirement

ITEM	DESCRIPTION
------	-------------

- | | | |
|----|------------------------------|---|
| 1. | <u>Base of Operation:</u> | Multiple locations throughout the lower 48 States, Alaska, and Hawaii. All equipment, facilities, and personnel required under this contract shall be delivered to and removed from the Designated Base location(s) identified on each issued task order. |
| | <u>Aircraft Requirement:</u> | One Fixed or Rotor Wing Assisted Launch or VTOL unmanned aircraft system equipped as specified in Section B, Table 1. (See Notes Below) |
| | <u>Sensor Requirement:</u> | One stabilized dual sensor (EO and IR) gimbal equipped as specified in Section B |

Note 1. According to the Federal Aviation Administration (FAA), “an unmanned aircraft system (UAS) ... is an aircraft without a human pilot onboard – instead, the UAS is controlled from an operator on the ground.” 14 CFR 1.1 defines “aircraft” as a device that is used or intended to be used for flight in the air.

Note 2. Must have or be capable of obtaining a DOI Aircraft and Flight Crew Authorization Per. DOI Operational Procedures Memorandum 11.<https://www.doi.gov/sites/doi.gov/files/uploads/opm-11.pdf>

Note 3. Aircraft and pilots must demonstrate compliance with applicable sections of Title 14 CFR Part 107 to operate in the National Airspace System (NAS). The FAA retains the authority to approve UAS operations within the NAS in Class A, B, C, D, E and G airspace. Pilots will be approved by the DOI Office of Aviation Services.

SECTION A - REQUIREMENTS AND PRICES

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

A2 - Item 1. Pricing-- Lower 48 States Daily Availability

(Complete a new pricing page for each aircraft that has different pricing)

OFFEROR NAME			DUNS #
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model/Series/	FAA Registration #	Gimbal Make/Model
AIRCRAFT HOME BASE	CITY:	STATE:	

(Pricing in Whole Dollars Only)

ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE	Estimated Days of AV	Extended Price
DAILY AVAILABILITY PRICE PER DAY (12 Hour Day) – C21							
1A	Base Year 04/01/2019 - 03/31/2020	Daily Availability	AV	DAY	\$	28	\$
1B	Option Year 1 04/01/2020 - 03/31/2021	Daily Availability	AV	DAY	\$	28	\$
1C	Option Year 2 04/01/2021 - 03/31/2022	Daily Availability	AV	DAY	\$	60	\$
1D	Option Year 3 04/01/2022 - 03/31/2023	Daily Availability	AV	DAY	\$	60	\$
POSSIBLE 6 MONTH EXTENSION (FAR 52.217-8 OPTION TO EXTEND SERVICES)							
In accordance with FAR 52.217-8 Option to Extend Services the unit prices for daily availability shall be the same unit price offered for the previous period of performance, Option Year 4.							
1E	Extension 04/01/2023 - 09/30/2023	Daily Availability 52.217-8 Option to Extend Services	AV	DAY	Same as 1E \$	30	\$
1F	Award – 09/30/2023	Additional Pay Items* (see A2–Item 3)	See A2- Item 3	N/A	N/A	Estimated	\$300,000
1G	Estimated Total All Years (Include the estimated Additional Pay Items in the total)						\$

Note 1: The Estimated Days of AV are for evaluation purposes only. The actual number of days is unknown and is expected to vary greatly between contractors and depending on the severity of emergencies encountered in any year. The Daily Availability unit rate will be used for any number of days ordered and accepted, even if significantly lower or higher than the estimates. The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee.

Note 2: The Government estimates the duration for each task order placed will typically be 14 days (Daily Availability - AV) in length. The days of availability (AV) are only estimates and for evaluation purposes only. The Government does not guarantee days of availability.

SECTION A - REQUIREMENTS AND PRICES

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

A2 -Item 2. Pricing– Alaska / Hawaii Daily Availability

(Complete a new pricing page for each aircraft that has different pricing)

OFFEROR NAME			DUNS #
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model/Series/	FAA Registration #	Gimbal Make/Model
AIRCRAFT HOME BASE	CITY:		STATE:

(Pricing in Whole Dollars Only)

ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE	Estimated Days of AV	Extended Price
DAILY AVAILABILITY PRICE PER DAY (12 Hour Day) – C21							
1A	Base Year 04/01/2019 - 03/31/2020	Daily Availability	AV1	DAY	\$	28	\$
1B	Option Year 1 04/01/2020 - 03/31/2021	Daily Availability	AV1	DAY	\$	28	\$
1C	Option Year 2 04/01/2021 - 03/31/2022	Daily Availability	AV1	DAY	\$	60	\$
1D	Option Year 3 04/01/2022 - 03/31/2023	Daily Availability	AV1	DAY	\$	60	\$
POSSIBLE 6 MONTH EXTENSION (FAR 52.217-8 OPTION TO EXTEND SERVICES)							
In accordance with FAR 52.217-8 Option to Extend Services the unit prices for daily availability shall be the same unit price offered for the previous period of performance, Option Year 4.							
1E	Extension 04/01/2023 - 09/30/2023	Daily Availability 52.217-8 Option to Extend Services	AV1	DAY	Same as 1E \$	30	\$
1F	Award – 09/30/2023	Additional Pay Items* (see A2–Item 3)	See A2- Item 3	N/A	N/A	Estimated	\$300,000
1G	Estimated Total All Years (Include the estimated Additional Pay Items in the total)						\$

Note 1: The Estimated Days of AV are for evaluation purposes only. The actual number of days is unknown and is expected to vary greatly between contractors and depending on the severity of emergencies encountered in any year. The Daily Availability unit rate will be used for any number of days ordered and accepted, even if significantly lower or higher than the estimates. The additional pay item estimated amount is calculated by the agency, and is for funding purposes only. The amount implies no guarantee.

Note 2: The Government estimates the duration for each task order placed will typically be 14 days (Daily Availability - AV) in length. The days of availability (AV) are only estimates and for evaluation purposes only. The Government does not guarantee days of availability.

SECTION A - REQUIREMENTS AND PRICES

A2 -Item 3. Pricing–Other Pay Items (Time & Materials IAW FAR 52.212-4 Alt 1)

ITEM	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
3A	Flight Time	FT	Hour	N/A (Non-revenue Item)
3B	Subsistence Allowance	PD	Overnight	Per FTR Schedule
3C	Mobilization Travel (rate paid during travel)	P61	Hour	\$28.36
3D	Demobilization Travel (rate paid during travel)	P62	Hour	\$28.36
3E	Service Vehicle Class 1: 6000 lbs. or less. (auto)	SV1	Mile	Per Federal Travel Regulation (FTR) (http://www.gsa.gov/portal/content/100715)
3F	Service Vehicle Class 2: 6001 to 10,000 lbs. usually 4 wheels	SV2	Mile	\$1.71
3G	Service Vehicle Class 3: 10,001 to 14,000 lbs. usually 6 wheels	SV3	Mile	\$2.42
3H	Service Vehicle Class 4: Greater than 14,000 lbs.	SV4	Mile	\$3.14
3H	Contractor Miscellaneous Costs	SC	Each	Actual Reimbursed

Note 1: The totals for availability, extensions, and additional pay items, for all years, will be added together to arrive at the estimated total evaluated price for each offeror.

Note 2: The Government makes no guarantee of aircraft use and therefore no guarantee of Contractor earnings under an awarded contract.

Note 3: The Minimum Guarantee under the contract, as required by contract clause 52.216-22 (page 24) and defined in 52.216-19 (page 23) is one government provided pilot and aircraft inspection.

Note 4: The Government reserves the right and expects restructuring and or renumbering of the Schedule of Items item numbers. The restructuring will not change pricing but may impact the items and/or sub-items numbering as reflected in this document.

Note 5: The Schedule of Items pricing pages included in this document and that are awarded will be made a part of subsequent individual conformed contracts, to include the UAS make and model, and gimbal make and model specified.

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

For clarity, all references to the Federal Aviation Regulation (FAR (14 CFR)) in this requirement will be by reference to Title 14, CFR and abbreviated with the acronym “14 CFR”. All references to the Federal Acquisition Regulation will be abbreviated with the acronym “FAR”. When the requirements exceed the minimum requirements of 14 CFR, this Statement of Work (SOW) takes precedence. Definitions contained in 14 CFR Part 1 apply to all situations and conditions related to flight operations, aircraft maintenance, and flight crew certifications and qualifications, except as noted or defined otherwise herein.

B1 Scope of Contract

B1.1 The purpose of this contract is to obtain fully contractor-operated and maintained Call When Needed (CWN) Unmanned Aircraft Systems (UAS) to support wildland fire operations, Search and Rescue (SAR), emergency management and other resource missions in the Contiguous 48 States, Alaska, and Hawaii. Contractor services include provisions of a minimum of one complete UAS, necessary spare parts, personnel, servicing vehicles, fuel, and all other associated equipment, as prescribed in this solicitation and/or offered by the Contractor and accepted by the government. The Government will direct aircraft to support its missions and objectives.

B1.2 The Department of the Interior (DOI), Bureau of Land Management (BLM) wishes to collaborate with vendors to develop a safe, effective, and efficient concept of operations which will support both incident and resource management objectives within the Bureau and partner agencies. Contractor provided UAS services will potentially augment and support current incident management and remote sensing programs.

B1.2.1 UAS will supplement the manned fleet by providing the capability to operate during dense smoke/inversion situations. Infrared/thermal camera technology will be utilized to penetrate smoke and gather/disseminate information to increase strategic and tactical situational awareness

B1.3 The primary use of this UAS is to support wildland fire operations and planning personnel by providing:

B1.3.1 Strategic Situational Awareness:

B1.3.1.1 Pre-planned reconnaissance missions to determine general incident characteristics. Command/Overhead personnel will have the ability to view a live feed at the Incident Command Post (ICP) or other known location.

B1.3.1.2 Pre-planned data collection missions to provide near real-time data utilized by qualified personnel to develop incident planning products.

B1.3.2 Tactical Situational Awareness:

B1.3.2.1 Aircraft will be over the incident day or night and provide real-time information to firefighting personnel.

B1.3.2.2 Aircraft will be available for unplanned sensor tasking to a specific location on the incident to support tactical decision making by firefighting personnel.

B1.4 Secondary uses will support Burned Area Emergency Response (BAER) and miscellaneous Bureau resource program objectives. The vendor will be expected to mobilize to remote areas around the country and provide aircraft and data support to Incident Management Teams (IMT).

B1.5 The vendor will provide UAS services and data which will be utilized by qualified incident personnel to complete/provide the following missions/products:

B1.5.1 Aerial reconnaissance in the form of electro-optical (EO, daylight) and infrared (IR) video (day/night/inversion).

B1.5.2 Geo referenced still images of points of interest with coordinates displayed in degrees and decimal minutes (DDD MM.MM)

B1.5.3 Live video display to ground terminals or web based streaming video.

B1.5.4 The ability to task the UAS sensors based on incident priorities.

B1.5.5 Provide telemetry data which can be used to plot points, lines, and polygons.

B1.5.6 Coordination with aviation resources to ensure aircraft separation.

B1.5.7 Coordination with ground personnel to ensure timely delivery of requested products.

B1.6 Telemetry data must be produced in a manner that facilitates efficient utilization by incident Geographic Information Systems Specialists (GISS). The standards are referenced here:
<https://www.nwccg.gov/sites/default/files/publications/pms936.pdf>

B1.7 The Contractor shall be responsible for UAS mission execution to include but not limited to transportation, system set-up for mission execution, storage, and tear down at the operational site.

SECTION B – TECHNICAL SPECIFICATIONS

B1.8 For each mission, the Contactor shall provide the Government a single point of contact (POC) that shall be responsible for coordinating operations with the Government Flight Representative (GFR)/UAS Manager (UASM) and this POC shall be technically and administratively authorized to determine the safe integration of operations with the UAS.

B1.9 The Contractor shall be available for flight operations 12 hours a day for all calendar days as required per task orders. It may be necessary that missions occasionally include weekends and holidays.

B1.10 Upon mutual agreement between the Government and the Contractor by modification to the task order, the period of performance may be extended beyond the originally scheduled end date to accommodate weather delays, additional requirements, and other unforeseen circumstances. All event duration extensions shall be considered "in scope" and will be billed in accordance with the contract. Any changes to the period of performance must be approved by the CO.

B1.11 The Government reserves the right to order demobilization of UAS and require Contractor personnel to return to designated task ordered departure location when extended periods of non-flight operations occur.

B2 Equipment Requirements

The Contractor-furnished aircraft, support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be in working order.

B2.1 Flight Performance

B2.1.1 The Contractor shall provide a Fixed or Rotor wing hand launch/assisted launch or VTOL UAS, necessary spare parts, certified UAS pilots and maintainers, and the equipment and materials to support mission requirements. All aircraft and personnel will be authorized as per DOI OPM-11 and UAS pilots must be approved and provide documentation for operation of the same offered aircraft by the Federal Aviation Administration (FAA) in the National Airspace (NAS). At a minimum, the pilots must possess an FAA remote pilot certificate and OAS Interagency Fire Remote Pilot Card.

B2.1.1.1 The UAS shall be capable of take-off and landing within a maximum area of 300'x300'.

B2.1.1.2 The UAS shall be capable of flying 12,000' Density Altitude (DA).

B2.1.1.3 The UAS shall be capable of 2 hours of continuous flight and have sufficient fuel/batteries to last a 12-hour shift.

B2.1.1.4 The UAS shall be capable of takeoff and landings with winds at 20 knots. The UAS shall be capable of operating in sustained winds of 25 knots.

B2.1.1.5 The UAS shall be capable of day and night operations.

B2.1.1.6 The Contractor shall operate the UAS within boundaries of the designated airspace.

B2.2 Command and Control

B2.2.1 The Ground Control Station (GCS) will display aircraft location in latitude and longitude, degrees, decimal minutes (DDD MM.MM)

B2.2.2 The GCS will display aircraft altitude in feet above mean sea level (MSL).

B2.2.3 The GCS will have an altimeter that can be calibrated via barometric pressure (altimeter setting) in inches of mercury (inHG).

B2.2.4 The UAS shall be capable of flying a minimum of 5 nautical miles to mission location as required by the UAS Manager and defined by each task order.

B2.2.5 The UAS shall be capable of communicating with a Secure digital data uplink frequency, hopping link at 2.4, 5.8, or 900 MHz ISM band or proprietary spectrum with WPA2 or 128, 192, or 256 bit AES encryption (FIPS compliant).

B2.2.6 The UAS shall be capable of communicating with a Secure digital data downlink frequency hopping link at 2.4, 5.8, or 900 MHz ISM band or proprietary spectrum with WPA2 or 128, 192, or 256 bit AES encryption (FIPS compliant).

B2.2.7 The UAS shall possess autonomous Loss of Link (LOL) capability to return to a designated location and terminate the flight.

B2.2.8 The UAS shall possess the ability to program restricted areas of operations (geo-fence).

B2.2.9 The UAS shall possess the ability to loiter at an assigned altitude with <200' deviation.

B2.2.10 The UAS shall be equipped with programmable mode C transponder.

B2.2.11 The UAS ground station shall be equipped with programmable VHF AM and VHF FM radios (FCC compliant) capable of communicating to incident ground and aviation resources.

SECTION B – TECHNICAL SPECIFICATIONS

B2.2.12 The UAS operations shall be compliant with DOI, and FAA policy (COA, ECOA, MOA, etc.).

B2.2.13 The Contractor's payload operator shall have sufficient experience to monitor payload on targets as requested and manipulate zoom/focus/EO/IR to a Government approved best picture available.

B2.2.14 The UAS pilot shall be capable of immediately responding to system malfunctions and emergencies to ensure safe operations.

B2.2.15 The GCS shall connect to a 50" monitor displaying live payload video feed and contextual map (fire operations/aviation planning) at ground station location.

B2.3 Payload

B2.3.1 The UAS shall have EO-IR capabilities; Gimbal – EO Video: Real-time HD (720p) Video and IR video.

B2.3.2 The UAS shall have the ability to lock gimbal on stationary point of interest (POI).

B2.3.3 The Contractor shall direct in-flight re-tasking and control payload sensors as directed by mission profiles provided by the Government via AM/FM radio to ground station.

B2.3.4 The Contractor shall be capable of responding to unplanned payload tasking within 30 minutes of request.

B2.4 Data Standards

B2.4.1 The contractor shall provide Motion Imagery Standards Board (MISB) compliant video for both EO and IR.

B2.4.2 The sensors shall be capable of capturing still EO and IR images with geo tagging (lat/lon, DDD MM.MM).

B2.4.3 The sensors shall be capable of mapping a fire perimeter using the target cursor in either EO or IR. Cursor coordinates (lat/lon with a desired horizontal accuracy of approximately 100') will be placed along the fire perimeter, saved, and exported as a KML, SHP or other compatible file format.

B2.4.4 All payload data acquired is property of the Government and must be stored in accordance with government policy.

B3 Security of Aircraft and Equipment

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

B3.1 **Physical Security.** Any aircraft used under this contract must be physically secured and disabled whenever the aircraft is unattended. Any anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B3.2 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B4 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

B5 Maintenance

B5.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance by the manufacturer.

B5.2 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR.

B5.3 The vendor shall produce and maintain a list of aircraft components which can be replaced in the field. Replacement of components NOT on the list will require consultation with a designated OAS inspector.

B6 Maintenance Test Flights

B6.1 The Contractor must, at their own expense, perform a functional maintenance check flight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO or COR. This must be accomplished before the aircraft resumes service under the contract.

B6.2 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

SECTION B – TECHNICAL SPECIFICATIONS

B7 Reserved

B8 Management

The Contractor's management policy and procedures shall ensure that contract execution and quality control is effective and in continuous compliance with all contractual requirements.

B9 Policy and Procedures

The Contractor's policies and procedures shall require periodic management review of the quality system to ensure effective development, implementation and execution of processes, systems and requirements for support of and compliance with all contractual requirements.

B10 Personnel Requirements

B10.1 The Contractor shall provide an UAS and UAS pilots to perform all efforts necessary to execute missions per task order. All Contractor personnel shall comply with local laws, policies, and regulations while supporting any missions ordered under this contract.

B10.2 The Government will assist the Contractor with acquiring personnel passes, identification cards, and vehicle permits if and when required for the performance of this contract.

B10.3 The Contractor personnel operating the UAS shall attend mission briefings as required by the Government and complete any training required by the Government to operate within designated airspace or operate contractor vehicles within restricted areas.

B11 Flight Crewmembers Duty and Flight Limitations

Assigned duty of any kind must not exceed 12 hours in any 24-hour period. "Duty" includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 12 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the government if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.2 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B12 Contracts and Task Orders

B12.1 The Contractor must maintain a complete, current copy of the contract, modifications, and task orders (if applicable) with each contract aircraft throughout the performance period.

B12.2 The pilot must be familiar with the contract and all applicable task orders assigned to this contract and make this information available to government representatives on request.

B12.3 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract.

B12.4 Electronic copies of contracts and task orders may be used. However, the contractor is responsible for ensuring that the documents are uploaded on an appropriate viewing device (e.g., laptop or tablet), which must be charged and made available at the aircraft for reference by government representatives upon request. Further, the contractor must agree to hold the government harmless for any inadvertent or accidental damage to the device

SECTION B – TECHNICAL SPECIFICATIONS

EXHIBIT 1

Table 1: All minimum specifications identified in Table 1 are the mandatory requirements for the UAS. Meeting Target Specifications in Table 1 are of benefit to the Government and are desired but not required for award.

Flight Performance		
Item	Minimum Specification	Target Specification
Aircraft Type	Fixed wing, hand launch/assisted launch or VTOL, runway independent, 300 pounds or less.	Fixed wing, hand launch/assisted launch or VTOL, runway independent, 55 pounds or less.
Launch and Recovery Area	Maximum area of 300'x300'.	Maximum area of 200'x200'.
Service Ceiling	12,000' Density Altitude (DA).	15,000' DA.
Flight Duration	Up to 2 hours (with fuel/batteries on site to fly for 12 hours).	Up to 14 hours.
Wind Limit	Takeoff/landing: 20 knots.	Takeoff/landing: 30 knots.
Wind Limit	Operate in sustained winds of 25 knots.	Operate in sustained winds of 35 knots.
Operational window	Day and night capable	
Temperature	Operational temperature of 32-100 degrees Fahrenheit.	Operational temperature of 0-115 degrees Fahrenheit.

SECTION B – TECHNICAL SPECIFICATIONS

Command and Control		
Item	Minimum Specification	Target Specification
Range	C2 range of >5nm.	C2 range of >15nm.
Uplink Frequency	Secure digital data link with FIPS compliant encryption.	
Downlink Frequency	Secure digital data link with FIPS compliant encryption.	
Lost Link	Loss of Link (LOL) capability: return to launch or land now.	Selectable LOL: Return to launch, land now, route retrace, programmable point.
Flight Planning	Ability to program restricted areas of operations (geo-fence).	Ability to program a flight plan based on a GIS produced polygon (shape file).
Flight profile	Ability to loiter at an assigned altitude with <200' deviation.	
Transponder	Mode C programmable.	Mode C/S programmable.
TCAS		TCAS unit at ground station.
Altimeter	Programmable based on altimeter setting (inHG).	
UAS Location Display	Location displayed on GCS in latitude and longitude in degrees, decimal minutes (DDD MM.MM) format.	
UAS Altitude Display	Altitude displayed on GCS in feet above mean sea level (MSL).	
Radios	Programmable VHF AM and FM at ground station (FCC compliant).	Programmable VHF AM and FM mounted in the UAS.
Operations	Compliant with DOI, DOA, FAA policy (COA, ECOA, MOA, etc.).	

Ground Terminal		
Item	Minimum Specification	Target Specification
Live Video Feed	50" monitor displaying live EO/IR gimbal feed at ground station. Display will be split screen with contextual map (fire perimeter) and camera view.	Transmit video feed to a remote terminal at the incident command post (ICP) or designated location using wave/mesh/ad-hoc/MIMO networking or other technology.

SECTION B – TECHNICAL SPECIFICATIONS

Payload		
Item	Minimum Specification	Target Specification
Gimbal - General	Gyro stabilized dual sensor (EO/IR).	Customizable multi-sensor gimbal (radiometric, gas, smoke, etc.).
Gimbal – EO video	Real-time HD (720p) video	Real-time HD (1080p) video.
Gimbal – IR video	Real-time IR video.	Real-time mid-wave IR video (TASE 400 LRS or similar).
Gimbal EO and IR Images	Capture still images in EO and IR.	High resolution EO/IR zoom (30-50x).
Gimbal - Mapping	Map a fire perimeter with the target cursor or other means.	Transmit data to Federal Data Specialist laptop to process with ERSI Full Motion Video (FMV).
Object Tracking	Ability to lock gimbal on stationary POI.	Ability to lock gimbal on moving POI.
Mapping - Other		Precision mapping payload (RTK or similar).

Data Standards		
Item	Minimum Specification	Target Specification
Telemetry	Provide flight telemetry data upon request.	
Video	Provide extractable GIS metadata (MSBI compliant) for both EO and IR.	Capture/transmit ESRI compliant video to be viewed/edited with the ERSI Full Motion Video (FMV) extension.
Fire Perimeter Data	Capture incremental GPS points around a fire perimeter and export them as a KML or SHP file. Desired horizontal accuracy is approximately 100'.	Map and share fire perimeter in real-time.
Points of Interest	Capture geotagged still images/videos as directed. Geotagging format is DDD MM.MM. Desired horizontal accuracy is approximately 100'.	Share geotagged images in real-time.
Data storage	Vendor will deliver/destroy data in compliance with federal standards.	

SECTION B – TECHNICAL SPECIFICATIONS

Time Requirements		
Item	Minimum Specification	Target Specification
Mobilization	Vendor will be on site and operational within 72 hours of dispatch.	Vendor will be on site and operational within 24 hours of dispatch.
Data Delivery	Telemetry data will be provided within 4 hours of request.	GIS (point, line, polygon) data will be delivered to incident personal within 1 hour of request Compliant GIS and video data will be delivered to incident personal within 1 hour of request
Launch (once on site and available)	One hour after request.	15 minutes after request.
Gimbal Tasking	Gimbal will be tasked within 30 minutes of request.	Gimbal will be tasked within 5 minutes of request.

Miscellaneous		
Item	Minimum Specification	Target Specification
Invoicing	Vendor will utilize existing federal invoicing systems.	
Procedural Training	Vendor crews will attend one week of BLM fire procedures training prior to the first activation (assignment). This training will include flight exercises with vendor UAS and sensors. There is no currency or refresher requirement for this training.	Vendor crews will attend the National Aerial Firefighting Academy (NAFA).
Fireline Training	Vendor crews will attend basic wildland firefighter and fire shelter training (S-130/190).	
Fireline Equipment	Vendor crews will have required fireline personnel protective equipment (PPE) on site. Required PPE is listed in the <i>Interagency Standards for Fire and Fire</i>	
Camping/Logistics Equipment	Crews will be prepared to operate in remote areas and be self-sufficient for three days.	

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CONTRACT CLAUSES

All Offerors must comply with the following FAR, DIAR, and AQD provisions and clauses which apply to this acquisition:

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

<https://www.acquisition.gov/Far/>

Clause	Title	Date
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-7	Anti-Kickback Procedures.	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Oct 2010
52.203-17	Contractor Employee Whistleblower rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or copied Double-sided on recycled paper	May 2011
52.204-13	System for Award Management Maintenance	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.212-4	Contract Terms and Conditions - Commercial Items with Alternate I	Jan 2017
52.222-17	Non-displacement of Qualified Workers	May 2014
52.222-55	Minimum Wages Under Executive Order 13658	Dec 2015
52.225-13	Restrictions on Certain Foreign Purchases.	Jun 2008
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-40	Providing Accelerated Payments to Small Business	Dec 2013

	SubContractors	
52.233-4	Applicable Law For Breach Of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.245-1	Government Property	Jan 2017
52.246-25	Limitation of Liability- Services	Feb 1997
52.253-1	Computer Generated Forms	Jan 1991

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-4 Contract Terms and Conditions – Commercial Items -- Addenda

52.212-4(a) Inspection/Acceptance

The following is added:

Inspection and Scheduling Process. After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government and the contractor. The inspection will be scheduled no later than 30 calendar days after award, and will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

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

The Contractor must notify the CO, the COR, and the COTR when an action has been imposed by the FAA on the pilot or on any pilot or aircraft carded under this contract.

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

The aircraft and pilot data cards shall be kept with the pilots and available for inspection at all times.

If the COTR determines any aircraft, equipment, personnel, records, or documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection (page 21).

Failure to have an aircraft and pilot approved for the contract that is not a result of Government delays, or failure to have an aircraft available throughout the life of the contract as

SECTION C – CONTRACT TERMS AND CONDITIONS

originally awarded may result in exclusion from order consideration, removal from the master on-call UAS listing, and /or non-exercise of the option for an additional year.

Equipment

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

The offeror must provide a copy of FAA Airworthiness Certificates or DOD, or NASA flight release prior to inspection. Offerors without the above certificates or releases will be required to participate in the NASA airworthiness review process at their expense.

Other equipment will be inspected to ensure contract compliance

Personnel

Contractor(s) must attend 40 hours of incident and aviation operations orientation/training at site TBD, with equipment. Training will include classroom and flight operations. All cost associated with attendance at this training is the responsibility of the contractor.

Pilots. Only those UAS pilots who are approved for operation of the same offered aircraft by the Federal Aviation Administration (FAA) in the National Airspace (NAS) will be approved for contract use.

The COTR's representative may conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. Flight evaluations are conducted at the Contractor's expense.

During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

Substitute Personnel, Aircraft, or Equipment

The contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet contract specifications and be subject to inspections and approvals identified herein prior to use. The contractor must submit a written request for substitutes to the CO.

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

Re-inspection Expenses

The Contractor must be liable for all Government incurred re-inspection costs. Inspection expenses will not be deducted from payments due the Contractor. Contractor will be responsible to make payment as directed in writing by the CO.

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

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Aug 2018)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

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

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

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☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

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

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

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

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

☐ (10) [Reserved].

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

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

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

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

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

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

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

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

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Nov 2016) of 52.219-9.

☐ (v) Alternate IV (Aug 2018) of 52.219-9.

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

☐ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

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

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

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns

Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

(ii) Alternate I (JULY 2014) of 52.222-35.

(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

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- ☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- ☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 2003) of 52.247-64.
- ☐ (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ☒ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- ☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- ☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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.

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of multiple indefinite delivery, indefinite quantity type contracts, off of which firm, fixed unit price task orders will be issued.

52.216-18 Ordering (OCT 1995)

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

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

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

52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract a minimum of one Government-provided aircraft and pilot inspection as described in 52.212-4(a) Inspection/Acceptance (page 19) will be provided. 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 \$2,000,000

SECTION C – CONTRACT TERMS AND CONDITIONS

(2) Any order for a combination of items in excess of the estimated amounts cited in the pricing requirements of Section A. or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

52.216-22 Indefinite Quantity (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

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 prior to the expiration of the contract

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

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

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

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

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

1452.201-70 Authorities and Delegations (SEP 2011)

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

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

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

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

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

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

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed

SECTION C – CONTRACT TERMS AND CONDITIONS

with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

A COTR will be delegated at time of award, depending on the location of the Contractor's home base; DOI, Office of Aviation Services, Western or Eastern Region.

The COTRs for this contract are:

DOI – Office of Aviation Services (OAS)
OAS Unmanned Aircraft Fleet Manager
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991

Phone: 208-433-5002
Fax: 208-433-5005

C13.2 COR BLM National UAS Program Manager

The COR is authorized to take any or all actions necessary to assure compliance in accordance with the COR Delegation of Authority.

The COR for this contract is:

BLM National Aviation Office
Unmanned Aircraft Systems Manager

Phone: 208-387-5181
Fax: 208-387-5199

BLM CWN Unmanned Aerial System
Solicitation 140D8018R0005 / 005

Project Inspector (PI). If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO.

The OAS Safety Manager.

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations.

DOI – Office of Aviation Services (OAS)
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991

Phone: 208-433-5071
Fax: 208-433-5007

1452.228-71 Aircraft and General Public Liability Insurance (MAR 1989).

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, aircraft liability and general public liability insurance with limits of liability for:

(1) Bodily injury to or death of aircraft passengers of not less than \$75,000 for any one passenger and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying \$75,000 by 75 percent of the total number of passenger seats installed in the aircraft;

(2) Bodily injury to or death of persons (excluding passengers) of not less than \$75,000 for any one person in any one occurrence and \$300,000 for occurrence; and

(3) Property damage of not less than \$100,000 for each occurrence; or

(4) a single limit of liability for each occurrence equal to or greater than the combined required minimums set forth in paragraphs (a)(1) through (3) of this clause.

(b) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

GENERAL CONTRACT TERMS AND CONDITIONS

C1 Aircraft Use Report

C1.1 Flight Data Reporting (Project: Non-emergency).

C1.1.1 The Contractor, or Contractor's representative, and a Government representative must complete and sign an Aircraft Use Report (AUR), AMD-23/23E form or other form as directed by the CO confirming contract performance in accordance with the task order. An electronic submission will be initiated by the Contractor in the Aviation Information Reporting Support (AIRS) that documents the daily services recorded on the signed AMD-23/23E or other form as directed

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by the CO. Hard copies of the signed AMD-23/23E are to be saved and then uploaded/attached at the time of invoicing in the Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP).

C1.1.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. mobilization/demobilization, rental car etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C1.1.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a requirement, if less than two weeks duration.

C1.1.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

C1.2 Flight Data Reporting (Emergency Fire Operations).

C1.2.1 The Contractor, or Contractor's representative, and a Government representative must complete and sign an Aircraft Use Report (AUR), AMD-23/23E form or other form as directed by the CO confirming contract performance in accordance with the contract.

C1.2.2 An electronic submission will be *initiated* by the Contractor and saved (not submitted) into AIRS that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO. The AUR and supporting documentation shall be submitted by email to a central DOI AQD processing office as directed by the CO.

C1.2.3 Upon review and approval of contract performance a funded task order will be issued to the contractor.

C1.2.4 Once an emergency task order has been initially awarded and/or when subsequent modifications are issued the AMD-23 and supporting documentation shall be attached to the IPP invoice and the AUR *shall be submitted* into AIRS.

C1.2.3 Flight data reporting and invoicing shall be processed and submitted no sooner than every two weeks or upon conclusion contract performance, if less than two weeks duration.

C2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 2013)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4

Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

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

- Documents required are Aircraft Use Reports (AMD Form 23E) or other form as directed by the CO documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting documentation as required by the contract to support actual additional pay items.
- Resource Order

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3–5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

C3 Contractor Personnel Security Requirements

C3.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C3.2 Contractor employees utilized in support of this contract will be treated as visitors (un-credentialed Contractor) and not be required to receive background investigations and credentialing. However, un-credentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C4 Property and Personal Damage

C4.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C4.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault, negligence or

SECTION C – CONTRACT TERMS AND CONDITIONS

equipment failure. The term "third parties" is construed to include employees of the Government.

C4.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C4.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C4.5 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

C5 Contractor Performance Assessment Reporting System (DEC 2015)

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

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

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

(d) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.

(e) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

(i) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

(ii) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

(iii) All information provided should be reviewed for accuracy prior to submission.

(iv) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

(v) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

(vi) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

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

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

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

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

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

C6 Pre-work Meeting

A pre-work meeting between the Government and the Contractor along with their primary crew members shall be conducted by teleconference, WebEx or other means as directed by the CO. The Contractor's primary crew members must be present for the pre-work meeting. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the operating procedures.

C8 Reserved

C9 Adding Aircraft and Onboarding Procedure

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C9.1 After contract award and initial inspection, the Contractor may request in writing to the CO to add aircraft during the month of February each year. The aircraft requested to be added must enhance the federal mission to reduce programmatic/operational risk, collect data or enhance tactical/strategic decision making. Additional aircraft shall not be added solely for the convenience of the Contractor. It is at the Government's discretion as to whether additional aircraft will be added to the contract. Each request will be evaluated by the DOI based on mission needs and the CO will make the final determination to add aircraft to a contract through a bilateral modification.

C9.1.1 Same make, model and series shall be offered at the same price as originally awarded and identified in the contract.

C9.1.2 Different make, model and series that meet the minimum aircraft requirements may be offered with the submission of the Contractors bid price(s). Offered prices shall be evaluated by the CO and must be determined to be fair and reasonable.

C9.1.3 The written request to add an aircraft(s) must include a signed copy of the Add Aircraft Request Form (See Section C Exhibit 4) and the offeror shall describe the proposed UAS and how the UAS will fulfill the Government's minimum threshold requirements. The aircraft must be ready for performance and available for Government inspection at least 30 calendar days after approval.

C9.1.4 The offeror must provide a copy of FAA Airworthiness Certificates or DOD, or NASA flight release. Offerors without the above certificates or releases will be required to participate in the NASA airworthiness review process at their expense.

C9.1.5 The contractor shall be responsible for contacting the COTR for scheduling an inspection. (See page 19)

C9.2 Consistent with FAR 16.504(c)(1)(ii)(A), the Contracting Officer has determined it is in the Government's best interest that at all times during the term of the Contract, there remain an adequate number of Contractors eligible to receive Orders. Over time, the total number of Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions. Recognizing this, DOI intends to periodically review the total number of Contractors participating in the UAS Services Ordering Process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the UAS CWN Program.

C9.2.1 If DOI determines that it would be in the Government's best interest to open a new solicitation to add new contractors to this contract, the Contracting Officer may do so at any time provided:

- a) The solicitation is issued under then-applicable federal procurement law;

b) The solicitation identifies the total approximate number of new awards that the Contracting Officer intends to make. The Contracting Officer may decide to award more or fewer Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received and also reserves the right to limit open season to only small business concerns;

c) Any Contractor that meets the eligibility requirements set forth in the new solicitation may submit a proposal in response to the solicitation; however, existing Contractors may not hold more than one contract at any time;

d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;

e) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the Contract;

f) The term for any such new awards from a solicitation is co-terminus with the existing term for all other Contractors, including the option period (if applicable); and

g) If awarded a contract, any new Contractor is eligible to receive task order awards with the same rights and obligations as any other Contractor.

ADMINISTRATIVE MATTERS

C10 Personnel Conduct

C10.1 Replacement of Contractor Personnel.

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C10.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C10.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C10.2 Suspension of Pilot

C10.2.1 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government carding authority may suspend the pilot from their duties and from any other

SECTION C – CONTRACT TERMS AND CONDITIONS

activity authorized under the Pilot Qualification card(s), pending the outcome of the agency investigation.

C10.2.2 Upon involvement in an Aircraft Accident, a pilot will be suspended from pilot duties and from any other activity authorized under the DOI Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C10.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot may be suspended from pilot duties and from any other activity authorized under the Pilot Qualification card(s), pending the investigation outcome.

C10.2.4 When requested, a suspended pilot must surrender all Pilot Qualification card(s) to the COTR or other authorized agency representative. A pilot's suspension will continue until the OAS ASM and carding authority determines that no further suspension is required. The Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency if the investigation fails to support a pilot's return to service.

C11 Safety and Accident Prevention

C11.1 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C11.1.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM) and OAS Regional Director.

C11.2 Following a mishap, the CO, COR and COTR will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, or whether there was negligence on the part of the company officers or employees that may have contributed to the mishap.

C12 Mishaps

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

C12.1 Mishap Definitions.

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

C12.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident
Pilot
Reportable Incident
Serious Injury
Substantial Damage

C12.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C12.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C12.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C12.1.7 SafeCom (<https://www.safecom.gov/>). An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form OAS-34 or FS 5700-14).

C12.2 Mishap Reporting.

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

C12.2.1 Immediately report the following by calling the Aircraft Accident Reporting Hotline at 1-888-4MISHAP prior to continuing operations for any circumstances related to:

- 1) Any missing aircraft.
- 2) Injury to any person or any loss of consciousness.
- 3) Damage to any property other than the small unmanned aircraft.

C12.2.3 The same reporting requirements for manned aircraft apply to any incident involving a UAS that exceeds the small category.

SECTION C – CONTRACT TERMS AND CONDITIONS

C12.2.4 In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C12.2.4.1 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C12.2.4.2 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C12.2.4.3 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C12.2.5 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C12.3 Forms Submission.

C12.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the OAS ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Pilot Aircraft Accident Report".

C12.3.2 The Contractor is required to submit a "SAFECOM" to the OAS ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <https://www.safecom.gov/is> preferred. Blank SAFECOMs can be obtained from the above internet site. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SAFECOM". Hard copy documents can be mailed or faxed to:

The Department of the Interior, OAS
ATTN: Aviation Safety Manager (ASM)
300 E. Mallard Drive, Suite 200
Boise, ID 83706-3991
Fax: 208-433-5007

C12.4 Pilot Suspension.

See Suspension of Pilot clause C10.2.

C12.5 Preservation Requirements.

C12.5.1 Preservation Requirements. The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized. Following release by the NTSB, the OAS ASM, CO or other authorized agency

representative may retain or release the aircraft. Permitted exceptions to this requirement are when life or property is threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the OAS ASM, NTSB and the CO when taking such actions.

C12.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C12.6 Mishap Investigations

C12.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C12.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C12.7 Costs Related to Investigation.

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

C12.8 Rescue and Salvage Responsibilities.

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

C13 Safety Management System (SMS) Components.

C13.1 The Contractor must provide a written submittal in response to the Safety Management System (SMS) Components identified in the Questionnaire in Exhibit 3. The Contractor's submittal should consist of implemented practices for their company. For purposes of this submittal, the contractor must provide written evidence or describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated as part of the contract.

C13.2 Contractors are required to provide specific responses to the SMS Components Questionnaire (see Exhibit 3). Do not submit your entire Operations Manual as a means of satisfying all of the criteria. Brief, specific answers and examples are all that is required. If request your SMS Manual shall be made available. You may contact the DOI Safety and Program Evaluations Branch at 208-433-5073 if you require additional information.

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C13.3 Contractor employees working under this contract must be familiar with the SMS plan and complete training in accordance with the SMS plan requirements. An OAS designated SMS Evaluator may at any time conduct assurance reviews with contractor employees performing on this contract to ensure they are familiar with the contractor's SMS plan. Reviews will be based on SMS Components Questionnaire responses (Exhibit 3) as required in the contract. The contractor's practical application of their SMS in relation to the standards within Exhibit 3 will be determined during an on-site assurance review and documented in CPARS.

C13.4 The Contractor is required to provide written updates to their SMS components to the CO and agency ASM during the life of the contract.

C13.5 Additional information on SMS can be found within FAA Advisory Circular 120-92B and the FAA initiatives website. They can be located at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1026670
<https://www.faa.gov/about/initiatives/sms/>

CONTRACT PERIOD AND RENEWAL

C14 Contract Period

The contract base period will be from date of award through March 31, 2020 unless otherwise extended as allowed herein.

Option Year 1: April 01, 2020 through March 31, 2021

Option Year 2: April 01, 2021 through March 31, 2022

Option Year 3: April 01, 2022 through March 31, 2023

C14.1 No use shall occur until the Contractor's equipment and personnel have been inspected and approved under this contract as set forth elsewhere in this contract. No adjustment will be made to the start and/or end dates specified above as a result of the actual inspection and approval.

C14.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C14.3 When an order for services has been accepted, the Contractor is obligated to perform in accordance with the contract.

C15 Media and Press Releases

C15.1 Vendor press releases regarding operations conducted under this contract will be reviewed by the designated agency Public Information Officer (PIO) or designee prior to publication.

C16 Reserved

ORDERS FOR SERVICE

C17 Authorized Ordering Activities

C17.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein.

C17.1.1 As per FAR 16.505 awardees will be given a fair opportunity for any project orders placed under this contract using aircraft capability based on individual mission factors, Contractor availability, and estimated cost (to include all anticipated cost factors; mobilization and demobilization costs and subsistence) for the Government's projected period of need.

C17.1.2 The Government's urgency in acquiring services for fire suppression may be the selection factor in emergency situations and override any other criteria identified above.

C17.2 Emergency Fire and Search and Rescue Operations (SAR)

C17.2.1 At the beginning of each contract year performance period, the contracting officer will issue the contractor three unfunded task order numbers. Two task order numbers shall be used solely for Fire Suppression; one for the DOI and one for the USFS. The third task order will be for SAR flight operations. The issuance of these task order numbers does not guarantee flight services will be ordered.

C17.2.2 Dispatch order requests for Fire and SAR services may only be placed by offices authorized to place orders as defined herein. The Government utilizes an ordering protocol for fire, Search and Rescue (SAR), and non-emergency project missions. Fire and SAR orders will normally be placed by an ordering official within a Federal Government Dispatch Office. Dispatch orders may be received from any of the following:

- 1) National Interagency Coordination Center (NICC) located in Boise, Idaho.
- 2) The Contracting Officer

C17.2.3 Contractors are responsible for submitting a copy of the resource order that was used to initially order the aircraft with the first set of AUR's that are submitted for payment.

C17.3 Non-Emergency Operations

C17.3.1 The Government may order UAS services to include but not limited to precision landscape mapping, vegetation monitoring (EO, multi-spectral, hyper spectral), wildlife counts and surveys and prescribed fire monitoring and mapping. Unlike emergency orders, these are planned, pre-funded task orders.

SECTION C – CONTRACT TERMS AND CONDITIONS

C17.3.2 Order requests for non-emergency operations will only be issued by the CO. The CO will issue a funded task order prior to the planned, non-emergency operation or project.

C17.3.3 The Government utilizes an ordering protocol for planned project missions under the simplified acquisition threshold (SAT) of \$150,000. This protocol requires a government representative to submit an AOD-91 Flight Request Form with a government estimate to include three contractors that will meet the mission requirement. The estimate will look at the mobilization / demobilization cost to the project site and return to home base. This estimate will be done for each task order to ensure best value and fair opportunity is given for each requirement.

C17.3.4 Each order exceeding the simplified acquisition threshold shall be placed on a competitive basis among all contract holders. Awardees will be given a fair opportunity to be considered for orders using aircraft capability based on individual mission factors, Contractor availability, and estimated cost (to include all anticipated cost factors; mobilization and demobilization costs and subsistence) for the Government's projected period of need.

C18 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C18.1 Readiness. Personnel must be ready each day as scheduled and must be ready for takeoff/dispatch within 30 minutes (or longer as authorized by the Government; e.g. flight planning purposes.) after the start of the availability period. In the event of conditions not suitable for flying, 1-2 hour call back may be authorized.

C18.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR/PI has approved in advance release of the Contractor's personnel.

C19 Maintenance During Availability Period

C19.1 The COR or PI may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR/PI may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C19.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the

schedule of operations from the COR/PI, (2) returns the aircraft to service before the beginning of the next availability period.

C20 Government Cancellations

C20.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor with a minimum of 48 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include a copy of the original Resource/Order documentation. Cancellations received by the Contractor not later than 48 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C20.2 Cancellations that occur less than 48 hours prior to the date and hour set for reporting for services shall be paid one day of availability (1 AV) at the rate specified for that specific performance period.

MEASUREMENT AND PAYMENT

C21 Daily Availability Requirements

C21.1 During the use period, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 12 hours each day, as scheduled by the Government.

C21.1.1 Measurement of daily availability commences when the aircraft arrives at the assigned work location and ends upon release from the requirement.

C21.1.2 Services commencing after 1200 hours on the first day of service or terminating before 1200 hours on the last day will be measured as one-half day (.5 AV) for purposes of daily availability payments.

C21.1.2 Daily Availability. The daily availability rate should include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, certifications, and permanent shop facilities, etc.) incurred in providing continuous service inclusive of those costs directly attributable to actual flight.

C21.1.4 Availability is measured in full days for the daily period of time (maximum of 12 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in the task order for each assignment.

C21.2 Relief Crew Availability

C21.2.1 A relief crew is not required.

C21.2.2 If requested by the Government, the Contractor may provide an additional pilot for mandatory days off.

SECTION C – CONTRACT TERMS AND CONDITIONS

C21.2.3 Daily availability will not be measured for payment on the pilot's mandatory days off when an additional pilot is not provided. If the Government requests and the Contractor provides an additional pilot, daily availability will be measured and paid as specified in Section C21.

C22 Unavailability

C22.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR or PI, that they are available and the COR is satisfied that all the conditions below have been met.

C22.2.1 The COR or CO will consider the contractor available from the time the contractor notified the COR of their availability.

C22.2.2 During periods of Contractor unavailability, the CO may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C22.2.3 The Government will measure unavailability in full hours and will round up periods of unavailability to the next whole hour. For each instance of unavailability, payment will be reduced by one hour for each hour, or portion thereof, in accordance with the following:

Unavailability (UA) is based on hours (not able to perform) and will be reflected on the Aircraft Use Report (AMD-23E) and invoiced as total hours of UA per day. The calculation will be made based on the use rate per hour;

- UAS ordered on the 12-hour availability rate will have an hourly UA rate 1/12 of the daily use rate.

C23 Reserved

C24 Mobilization/Demobilization

C24.1 The Contractor will be paid the rate per mile as stipulated in Section A2-Item 3 Pricing–Other Pay Items for not more than two servicing vehicles when dispatched.

C24.2 The Government will reimburse the Contractor for each authorized employee's travel time, not to exceed four individuals, at the rate stipulated in Section A2-Item 3 Pricing–Other Pay Items.

C24.2.1 Any crew member in excess of four must be approved by the COR. Prior to deployment the Contractor must complete and submit the Transportation Worksheet (page 39) to the COR for authorization. The Transportation Worksheet must be attached as a supporting document to the AMD-23 (see C1).

C24.3 Mobilization will be paid from the UAS home base identified in Section A2 Pricing Schedule to the Assigned Work

Location. If the contractor is reassigned to a new location the per mile rate will be paid from the current location to the new assigned work location.

C24.4 Demobilization will be paid when the contractor is released from the last work location and returns to the UAS home base.

C24.5 Mobilization/Demobilization to Alaska and Hawaii will be negotiated at time of dispatch.

C25 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C25.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the Contractor's base of operation as defined in Section A subject to the following:

C25.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate. For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/100120>

C25.1.1.2 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable rate.

NOTE: Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C25.1.1.3 No lodging receipts are required to support the subsistence claim as vendors will only be reimbursed the JTR/FTR rate at the applicable location. In accordance with FAR 52.212-4 Alt 1, vendors must make any records associated with travel in support of the services required under this contract available to the Government upon request.

C25.1.1.4 If the Contractor does not use Government provided meals and/or lodging when offered, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

SECTION C – CONTRACT TERMS AND CONDITIONS

C25.1.1.5 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C25.1.1.6 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current standard FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above.

C25.1.1.7 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C25.1.1.8 Service Vehicle Mileage will not be paid for transportation to and from lodging accommodations or meals.

C25.2 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance.

C25.3 Crew Swaps. Prior to the exchange, the Contractor must complete and submit the Transportation Worksheet (page 39) to the COR or On-site Government Representative of the anticipated costs. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment.

C25.3.1 The Contractor must submit the total dollar amount entered as a line entry on the AMD-23E for payment (SC pay item code) and the Transportation Worksheet with all supporting transportation invoices attached. Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C25.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for four crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C25.3.3 Examples of acceptable expenses are:

- airline tickets, car rentals,
- privately owned vehicle; (see <http://www.gsa.gov/portal/content/100715> for current Federal Travel Regulation rates),
 - Automobile at the government FTR rate (currently 54 cents);
 - Contractor aircraft at the government FTR rate (currently \$1.15 per statute mile);
- Charter airplane showing aircraft make/model, flight time, statute miles, hourly rate and departure and destination locations. Unless authorized in advance by the CO or authorized Government representative, the expense for charter resources must not exceed reasonable costs by common carrier.

C25.4 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when reviewed in advance by the COR and authorized by the CO. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C26 Government Miscellaneous Charges

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

C27 Exhibits and Attachments

The following exhibits are made part of this contract:

1. Statement of Equivalent Rates for Federal Hires
2. Safety Management System
3. Transportation Worksheet
4. Adding Aircraft

The following attachment is made part of this contract:

1. Wage Determinations

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 1

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

1. Aircraft Pilot	GS-2181-11, Step 1
• Alaska	\$32.55
• Continental U.S.	\$25.43
• Hawaii	\$30.11
2. Aircraft Mechanic	WG-8852-10 Level 3
• Alaska	\$34..82
• Continental U.S.	See Appropriated Wage Schedule https://www.cpms.osd.mil/Subpage/AFWageSchedules/ Based on contractor's physical address in System for Award Management (SAM).
• Hawaii	\$33.51
3. Fuel Servicing Vehicle Driver	WG-5703-7 Level 3
• Alaska	\$28.79
• Continental U.S.	See Appropriated Wage Schedule https://www.cpms.osd.mil/Subpage/AFWageSchedules/ Based on contractor's physical address in System for Award Management (SAM).
• Hawaii	\$27.38

Fringe benefits such as, life, accident, health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent. Fringe benefits also include 10 paid holidays, paid vacation time as follows:

- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
- Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
- Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

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EXHIBIT 2

SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The aviation program views Safety Management Systems (SMS) as critical to accurately determine your organization's compliance.

Safety Management System Components

The Department of the Interior uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below. If requested your SMS Manual shall be made available.

Note: Under the column heading "Describe and provide evidence and reference," on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A and AC12.92B can provide the explanations and examples of the requested standards below.

Company Name	Reviewer's Name	Date
Total number of accidents last 5 years	Total number of flight hours for both fixed and rotary-wing, all makes and models for the past five years.	

Note: If your company has had an accident in the last 5 calendar years, as determined by the NTSB or incidents that met the "substantial damage" criteria as defined within 49 CFR 830.2, provide an accident prevention action plan or evidence of actions taken to prevent future accidents as an attachment to this exhibit.

Reference Number	FAA Element Number	IS-BAO Element	Standard with Safety Policy and Objectives	Y	N	Describe and provide evidence and reference.
			Key Safety Personnel			
1	1	3.2.1c	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?			
2	15	4.1.1	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?			
3	16	4.1.2	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?			
		10.1	Company Operations Manual			
4	23	--	Does the Operations Manual contain a flight operations and aircraft maintenance policy?			
5	24	10.2	Does the manual contain an operational control system and SOP's?			

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Reference Number	FAA Element Number	IS-BAO Element	Standard with Safety Policy and Objectives	Y	N	Describe and provide evidence and reference.
6	25	--	Is the manual approved by management (CEO)?			
7	26	10.1	Is the manual amended or revised as necessary to ensure that the information contained in it is kept up to date?			
8	27	10.1	Have the employees been trained on the manual?			
9	28	10.1a	Does the manual reflect the type operation that is being contracted for?			
		3.2.1.d	Emergency Response Plan			
10	2	3.2.1d	Do you have an internal emergency response plan?			
11	29	3.2.1.d	Is there a current Accident / Emergency Plan available to all employees?			
12	30	3.2.1.d	Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?			
		3.2.2	Safety Risk Management			
13	3	3.2.2	Does the company have a Risk Management Policy?			
14	4	3.2.2a,b	Has the company developed and maintained a Risk Management Process to: Identify Hazards, Risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective)			
15	5	3.2.2a	Does the company have Operational Risk Management (ORM) Worksheet			
16	6	3.2.1b	Is there a process to elevate the risk decision outcome? I.e. Chief Pilot? CEO?			

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		3.2.3	Safety Assurance			
17	7	3.2.3a,b,c	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?			
		3.3	Compliance Monitoring			
18	11	3.3.1	Have operations (internal or external) audits been conducted in this past field season?			
19	12	3.3.1	Are the audits documented?			
20	13	3.2.3.c	Is there an Action Plan (AP) developed from the audits?			
21	14	3.4.1	Does the company have a Quality Assurance Program?			
		5.1	Training Programs			
22	19	5.1.1	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?			
23	20	5.1.2 5.1.3 5.1.6	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?			
		3.2.4	Safety Promotion:			
24	8	3.2.4a,b	Has the company developed and maintained a formal means of safety communication (like SAFECOM) and safety training programs to ensure personnel can perform their SMS duties?			
25	9	3.2.4b	Were there lessons-learned developed from an incident? Were they shared with the company personnel?			
26	10	--	Is a Safety Award system in place?			

SECTION C – CONTRACT TERMS AND CONDITIONS

		4.3	Crew Member Qualifications			
27	17	4.3.1a,b, c,d	Are there procedures to ensure that all aircraft crewmembers: hold valid licenses and certificates to include medical certificates; meet all currency requirements; and have fulfilled the company's training and proficiency requirements? Have they been effective?			
		4.4	Maintenance Personnel Qualifications			
28	18	4.4.1	Do the maintenance personnel hold the licenses and ratings required by the FAA?			
		9.1	Maintenance Control System			
29	21	9.1.1	Does the operator have a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted?			
30	22	9.2.2	Has the operator included provisions in the company operations manual for flight crew to obtain maintenance services when away from home base?			

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 3 TRANSPORTATION WORKSHEET

The Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the COR or on-site Government representative(s) of the anticipated cost associated with transporting personnel.					
DATE		ASSIGNED BASE LOCATION			
Crew Member(s)					
<input type="checkbox"/> Name (1)		<input type="checkbox"/> Name (2)			
<input type="checkbox"/> Name (3)		<input type="checkbox"/> Name (4)			
Reason for providing personnel:					
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)					
Ground Transportation 1		Make:		Model:	
From		To		Total Miles	Rate
					Total
					\$
					\$
Ground Transportation 2		Make:		Model:	
From		To		Total Miles	Rate
					Total
					\$
					\$
Cost for transportation listed below must be supported by itemized invoices/receipts.					
Airline Transportation	Name				\$
Airline Transportation	Name				\$
Charter Aircraft	Invoice to include date and time, aircraft make/model, flight time, hourly rate, passengers, and departure/destination location.				\$
Rental Car					\$
Rental Car Fuel					\$
POV Aircraft:	Measured in statute miles at the FTR rate (http://www.gsa.gov/portal/content/100715)				
From		To		Total Miles	Rate
					Total
					\$
					\$
Other (explain)					\$
					\$
					\$
Estimated Cost					\$
Signature: COR or On-site Government Representative:				Date	
Signature: Contracting Officer				Date	

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 4 UAS CWN ADD AIRCRAFT REQUEST FORM

Contractor Name	
Contractor Telephone Number	
Name of Contractor's representative making this request	
Date and Signature of Above	
DOI Contract Number	
ADD - Check the appropriate request below: <input type="checkbox"/> Same Aircraft Make, Model and Series <input type="checkbox"/> Different Aircraft Make, Model and Series (Must include same pricing schedule provided in the solicitation)	
FAA Registration Number:	
Any other comments or pertinent information:	

Submit form and applicable attachments to:

Contracting Officer
 DOI, Boise Acquisition Branch
 300 E. Mallard Drive, Suite 200
 Boise, ID 83706-3991

Email: christopher_bothwell@ibc.doi.gov
 FAX: 208-433-5021

FOR GOVERNMENT USE The above request to ADD is: ACCEPTED NOT ACCEPTED	
Name and Title	Date
Signature	

After you have received approval from the CO that the aircraft will be added this information should accompany your written request to the COTR for inspection (C4)

SECTION C – CONTRACT TERMS AND CONDITIONS

Wage Determination No.: 1995-0221

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
| Wage Determination No.: 1995-0221
Daniel W. Simms Division of | Revision No.: 45
Director Wage Determinations | Date Of Last Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,

Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New

Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida,

1.

SECTION C – CONTRACT TERMS AND CONDITIONS

Wage Determination No.: 1995-0222

8/14/2018

<https://www.wdol.gov/wdol/scafiles/non-std/95-0222.sca?v=46>

WD 95-0222 (Rev.-46) was first posted on www.wdol.gov on 07/10/2018

Aerial Photographers/Seeding/Spraying

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No: 1995-0222 Revision No: 46 Date Of Revision: 07/03/2018
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts
 Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

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

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

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must

<https://www.wdol.gov/wdol/scafiles/non-std/95-0222.sca?v=46>

1/5

SECTION D--INSTRUCTIONS TO OFFERORS

SECTION D - INSTRUCTION TO OFFERORS AND EVALUATION OF OFFERS

INTRODUCTION

D1 General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and in conjunction with the policies and procedures of FAR Part 15 Contracting by Negotiation as Full and Open Competition.

D1.2 To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified within this solicitation.

D1.3 Offerors are reminded that the Government intends to make award without discussion. Consequently, each Offeror must ensure that its proposal is sufficiently clear and complete to be evaluated without discussion. However, the Government reserves the right to engage in discussions under the provisions of FAR 15.306 if the Government deems it to be in the Government's best interests to do so.

D1.4 Assent to Solicitation. If the Offeror takes exception to any of the terms and conditions of the RFP, then the Government may consider its offer to be unacceptable. Unacceptable offers will be eliminated without further consideration of the proposal.

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard.

The NAICS code is 541370 Surveying and Mapping and small business size standard for this acquisition is \$15M.

INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (52.212-1 JAN 2017) [TAILORED]

D3 Offers

D3.1 To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer. Submit all offers/proposals, whether mailed, hand carried, or express delivered to the following address:

**Department of Interior
Interior Business Center
Attn: Brian Barcelona
4405 Lear Court
Anchorage, Alaska 99502-1032**

D3.1.1 Mailroom Notification. All proposal documents shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

Mailroom: DO NOT OPEN

Attn: Brian Barcelona, Contracting Officer

Deliver to Acquisition Services (RFP 140D8018R0005)

D3.1.2 Email or Facsimile offer transmissions will not be accepted.

D4 Proposal Instructions

D4.1 It is the offeror's responsibility to read the RFP and all related documents carefully and completely and to monitor the Federal Business Opportunities and FedConnect website for any updates to the RFP on a regular basis. Additionally, it is the offerors' responsibility to ensure/verify the Government receives its submission on or before the date/time specified.

D4.2 The following instructions cover the preparation and submittal of the Offeror's proposal for this solicitation. Each offeror's solicitation response shall contain **2 hard copies (one binder for each) and 1 soft copy**. Soft copy shall be in electronic format; using IBM-compatible, virus-free CD-R, DVDs. CD-RW or USB will not be accepted. Proposals shall be submitted to the Government as set forth below:

Vol Number	Description	Page Limit
Vol I	Legal Offer/Completed Pricing Schedule	15
Vol II	Offeror Capability	10
Vol III	Past Performance SMS Questionnaire (Exhibit 3)	10

D4.2.1 Each copy shall be marked with the solicitation number, the Offeror's name. Each copy shall contain a glossary of all abbreviations and acronyms used, with an explanation for each, title pages, tabs, and one (1) table of contents. Format requirements are applicable to both digital and hard copies:

D4.2.2 If the Government elects to enter into discussions, Contractors' will be requested to respond to question by issuance of an Evaluation Notice (EN). Page limitations shall be placed on responses to EN's if any. The specified page limits for EN responses will be identified in the letters forwarding the EN's to the offerors.

D4.2.3 Each page containing proprietary information shall be marked inside the header and footer of each page with the following statement in 14-point Arial bold font: (Company Name) Proprietary Information

D4.2.4 Each page should contain the following legend at the bottom of each sheet: SOURCE SELECTION INFORMATION--SEE FAR 3.104 FOR OFFICIAL USE ONLY

SECTION D--INSTRUCTIONS TO OFFERORS

D4.2.5 Any portions of the proposal that do not comply with the limitation on text, figures, charts, tables, graphs, page limit, and other limitations listed in the RFP may not be considered in the evaluation.

4.3 Volume I, Offer/Price. Volume I shall consist of the following sections:

4.3.1 Section 1. A visible cover sheet indicating: the solicitation number; offeror name, cage code, the name, address, telephone numbers, email address of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.

4.3.2 Section 2 - SF 1449, Solicitation/Contract/Order for Commercial Items. The "original" copy should be complete and clearly marked under separate cover and should be provided without any punched holes. Proposals shall be signed by the offeror's agent and shall provide evidence of that agent's authority.

4.3.3 Section 3 - A2 Item Pricing Schedule. Pricing page(s) in Section A2 shall be completed by the offeror where indicated with the aircraft make and model and the unit rates offered in U.S. whole dollars for daily availability. Compute the extended yearly amounts for all items by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well as an amount for the total for all years.

D4.3.3.1 A2 Item Pricing Schedule (pricing pages) will be made a part of subsequent individual conformed contract, and will be the rates used on task orders for fire suppression and a ceiling for any project task orders issued by competition.

D4.3.4 Section 4 - Annual Representations and Certifications. Offerors shall complete their annual representations and certifications online at www.sam.gov in the System for Award Management (SAM) and include a copy of the first page of their SAM registration showing current SAM registration status.

D4.3.5 Section 5 – Amendments. Acknowledgment of Solicitation Amendments (if any). The offeror should check for solicitation amendments prior to submitting its offer and acknowledge the amendments accordingly.

D4.3.6 Section 6 - Offeror Miscellaneous Information. Offerors shall submit a completed copy of Offeror's Miscellaneous Information. The required information is included in Section E, Exhibit 1, Offeror's Miscellaneous Information.

D4.4 Volume II, Offeror Capability. Volume II shall consist of the following sections:

D4.4.1 The proposal shall be clear, concise, and include sufficient detail for effective evaluation. An executive

summary to the capability proposal may be included. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide a detailed document to address how the Offeror will meet the government's requirements. There will be no reference to rates or price in this volume.

D4.4.2 Offerors shall assume that the Government has no prior knowledge of their certifications, facilities, personnel, maintenance, aircraft and capabilities, and will base its evaluation on the information presented in the Offeror's proposal. The information provided will be evaluated to assess technical capability in accordance with Section D, Evaluation Factors for Award.

D4.4.3 Section 1 - Aircraft Capability. The offeror shall provide documentation and describe the proposed UAS and how the UAS will fulfill the Government's minimum requirements. The "Minimum Specifications" in Section B, Table 1 are the mandatory minimum requirements for the UAS. Meeting "Target Specifications" in Table 1 are of benefit to the Government and are desired but not required. Your offer shall describe the full potential capability of the UAS as it relates to the Government's objective performances.

D4.4.3.1 The aircraft must be ready for performance and available for Government inspection no later than 30 calendar days after award.

D4.4.4 Section 2 - Organizational Experience. The offeror shall provide detailed information pertaining to organizational experience on the basis of its breadth and its relevance to the work that will be required under the prospective contract. The Government prefers experience supporting operations of similar scope and complexity.

D4.5 Volume III will consist of the supplemental information shown below:

D4.5.1 Section 1 - Past Performance. The offeror shall provide information about its past performance by completing the Reference Questionnaire in Section E, Exhibit 2 for referenced projects or contracts. Provide additional past performance information for work related to or of a similar nature as required by this solicitation. Information older than the last three-year period is not desired unless it is particularly pertinent to your current capability. The Government may reject all proposals that fail to submit information on all relevant contracts and/or subcontracts for the past 3 years.

D4.5.2 Section 2 – Exhibit 3 Safety Management System Questionnaire. The Offeror is required to submit as part of their offer Exhibit 3. It must include total number of flight hours (both fixed-wing and rotary-wing, all makes and models) flown by the organization up to/during the past five calendar years commencing in 2013 along with any accidents as determined by the NTSB or incidents that met the "substantial damage" criteria as defined within 49 CFR 830.2.

SECTION D--INSTRUCTIONS TO OFFERORS

If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

D5 Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D5.A Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior. (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission

of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

EVALUATION OF PROPOSALS

D7 Evaluation—Commercial Items (52.212-2 OCT 2014)

(a) The Government will award a contract or contracts resulting from this solicitation to the responsible offeror(s)

SECTION D--INSTRUCTIONS TO OFFERORS

whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government will evaluate all acceptable offers based on the evaluation factors as follows:

1. Offeror Capability (with sub-factors in descending order of importance)
 - a. Aircraft Capability
 - b. Organizational Experience
2. Past Performance
3. Evaluated Price

Offeror Capability and Past Performance, when combined are equal to price. However, the Government will not select an Offeror for award on the basis of a relatively superior capability without concern for price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s).

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

D8 Offer Acceptability

Initially, the Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following:

D8.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide **all** information requested in Paragraph D4. Your offer will be considered unacceptable if you take exception to any term of this solicitation.

D8.2 Unacceptable offers will be eliminated without further consideration of offeror capability, past performance or price.

D9 Offeror's Capability

The Government will assess acceptable Offeror's Capability on the basis of two sub-factors: Aircraft Capability and Organizational Experience.

D9.1 Aircraft Capability

D9.1.1 The Government will evaluate the capability of each proposed aircraft by considering the Section B minimum specification requirements along with the information included with each offer. The greater an aircraft's capability, the better the evaluation it will receive for this item.

D9.1.2 The technical team will assign an overall Aircraft Performance rating. Aircraft that have been determined to be unacceptable will not be considered for award.

D9.1.3, The government may reject 1 or more aircraft as being unacceptable, without affecting the acceptability of other aircraft offered.

D9.1.4 The aircraft make, model and serial number that the Government confirms with the offeror will be made a part of the contract and will be binding if an offer is accepted for award.

D9.2 Organizational Experience

The Government will base its evaluations of your experience on the extent to which you have performed services similar to the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered.

D10. Reserved

D11. Past Performance

D11.1 Organizational Past Performance. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to safely and efficiently perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The offerors may provide information on problems encountered on identified contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. when evaluating the offeror's past performance.

The Contracting Officer shall seek recent and relevant performance information. Information older than the last three-year period is not desired unless it is particularly pertinent to offeror current capability. If the information provided is determined to be recent by the evaluation team the offeror's past performance will be evaluated for relevance. Relevant contracts include performance of efforts involving aviation support efforts in environments that are similar in scope, magnitude and complexity than the effort described in this solicitation. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others. Offerors with no relevant past or present performance history shall receive a neutral rating.

SECTION D--INSTRUCTIONS TO OFFERORS

D12 Evaluated Price

D12.1 The Government will apply the unit prices in acceptable offers, including option year unit prices, to the daily availability quantities identified in Section A. The totals for availability will be added together for all years to arrive at the total evaluated price for each offeror.

Evaluation of options shall not obligate the Government to exercise the option(s). Once the total evaluated prices of all acceptable offers have been determined, the Government will compare the total evaluated prices and eliminate any offer with an unreasonably high-evaluated price, without considering offeror capability or past performance. The total evaluated price is for evaluation purposes only and does not become a contractually binding amount after contract award.

D13 Analysis and Contractor Selection

The Government will award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

D14 Notice of Award

The Government intends to award no more than six contracts as a result of this solicitation, but reserves the right to award any number of contracts as determined to be in the Government's best interests at the time of award. The Government will provide the successful Contractor(s) with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

D15 Inquiries Regarding the Solicitation

Formal communications, such as requests for clarification, questions and/or written information concerning this solicitation shall be submitted in writing via e-mail to james_a_marvin@ibc.doi.gov. All question must be submitted within 10 days of the solicitation release date.

The requests will be in the following format:

RFP 140D8018R0005, Section: _____, Page: _____,

Paragraph: _____.

Question: _____?

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

SECTION E – OFFEROR’S REPRESENTATION, CERTIFICATIONS AND OTHER STATEMENTS

52.233-2 -- Service of Protest Department of Interior (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

U.S. Department of the Interior
Acquisition Services Directorate
300 E. Mallard Dr. Ste. 200
Boise, ID 83706

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 Contract Provisions Incorporated by Reference (FEB 1998)

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

Provisions Incorporated By Reference		
Provision	Title	Date
52.204-7	System for Award Management	July 2013
52.204-16	Commercial and Government Entity Code Reporting	November 2014
52.216-27	Single or Multiple Awards	October 1995

52.212-3 Offeror Representations and Certifications—Commercial Items (Aug 2018)

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

annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed

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

from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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.

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

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

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

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture

shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic

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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
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

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

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

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[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>

(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.

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

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

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

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

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

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

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

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

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

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☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

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

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

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

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

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

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which

sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

52.209-7 Information Regarding Responsibility Matters (JUL 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

OFFEROR

NAME

SECTION E EXHIBITS

Offeror’s Miscellaneous Information
Reference Questionnaire

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

EXHIBIT 1

OFFEROR’S MISCELLANEOUS INFORMATION

Offeror’s Company Name		
Offeror’s DUNS Number and CAGE code		
Offeror’s Name, Title		
Offeror’s E-mail Address		
Offeror’s Company Web Address		
Offeror’s Office Telephone Number		
Offeror’s Facsimile (FAX) Number		
Government Contract Representative	Name:	Telephone (cell)
	Email Address:	
Invoicing	Name:	Telephone (cell)
	Email Address:	

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

EXHIBIT 2

REFERENCE QUESTIONNAIRE

You may recreate this form but it must include all the information listed. If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1 of the specifications.

OFFEROR NAME:						DATE	
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							
Location of Work Done:						A/C Make/Model Used:	
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed		Use Dates: From To		CHECK ALL THAT APPLY <input type="checkbox"/> 2018 <input type="checkbox"/> 2017 <input type="checkbox"/> 2016	
Est. Annual Value of Work:		Estimated Annual Flight Hours:		Client Name/ Point of Contact:			
Client Telephone #:				Client Facsimile #:			
Primary Type of Work Done:							