



OFFEROR'S COPY

(Ref. 48 CFR 1)

Issuing Office: NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE CONTRACTING OWYHEE BUILDING - MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354	This solicitation can be downloaded from the following Internet site: https://www.fbo.gov
Offers Are Solicited For: Airtanker Modernization	
Solicitation No: AG-024B-S-16-0002	Issued Date: 18 November, 2016

IMPORTANT – NOTICE TO OFFEROR

- **Offers are due on 27 January, 2017 @ 3:00 PM Mountain Time.**

- The offeror shall submit the following items in response to this solicitation:

1. SF-1449, **block 17a and blocks 30a-30c:** Complete, date, and sign.
2. Fill in the appropriate information requested under Section B – Schedule of Items.
3. Provide three **(3)** copies of offeror's Business/Technical proposal in response to Section E-3 of the solicitation.
4. Provide offeror's responses to Sections D-3, E-5, E-6 and E-8 of the solicitation.

THE SOLICITATION PACKAGE SHALL BE RETURNED TO THE FOLLOWING ADDRESS:

U.S. Forest Service, Contracting
National Interagency Fire Center
Attn: Solicitation No. AG-024B-S-16-0002
Owyhee Building – MS 1100
3833 S. Development Ave.
Boise, ID 83705

No facsimile (FAX) or e-mail offers will be accepted.

Offerors may contact Larry Robillard for information about this solicitation at 208-387-5682.

“The policy of the United States Department of Agriculture Forest Service prohibits discrimination on the basis of race, color, national origin, age, religion, sex, disability, family status, and/or political affiliation.” Persons believing they have been discriminated against in any Forest Service related activity should write to: Chief, Forest Service, USDA, P. O. Box 96090, Washington, DC 20090-6090.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 88
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-024B-S-16-0002	6. SOLICITATION ISSUE DATE 18 November, 2016	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME LARRY ROBILLARD		b. TELEPHONE NUMBER (No collect calls) (208) 387-5682	8. OFFER DUE DATE/ LOCAL TIME 27 January, 2017 3:00 PM MT	
9. ISSUED BY U.S. FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING – MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED (EDWOSB) NAICS: 336411 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 1,500 employees		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO USDA FOREST SERVICE 2900 SPRUCE STREET HANGAR 1071 MCCLELLAN, CA 95652		CODE	16. ADMINISTERED BY See Block 9		
17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform http://www.ipp.gov/			CODE
TELEPHONE NO. _____ NINE-DIGIT DUNS NO. _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED) Airtanker Modernization – commercial acquisition for a minimum of 1 and a maximum of 7 multi-mission, FAA certified aircraft will be ordered.				
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNED (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
		Larry J. Robillard			

**SECTION B
SUPPLIES OR SERVICES AND PRICES**

B-1 ITEM DESCRIPTION

The USFS has a requirement to acquire a minimum of one (1) and a maximum of seven (7) new production FAA Certificated Transport Category aircraft to operate primarily as airtankers but also to serve in a multi-mission capacity.

B-2 SCHEDULE OF ITEMS

The Contractor will be required to complete the Airtanker Modernization Equipment Price spreadsheet and Life Cycle Cost Analysis Input Form spreadsheet attached – See Section D-3 – Attachments 1 & 3.

B-3 SCOPE OF CONTRACT

The USFS has a requirement to acquire one (1) to seven (7) new production commercial aircraft to operate primarily as airtankers, but also to serve in a multi-mission capacity. These Multi-Mission Aircraft will be USFS owned and contractor operated and maintained. The Multi-Mission Aircraft represent the continuing modernization of the USFS large airtanker capability. After delivery of the completed commercial aircraft, the Multi-Mission Aircraft will undergo a major airframe modification for the installation of a gravity Retardant Delivery System (RDS) for primary use in the Airtanker Mission for the aerial delivery of retardant in support of national wildland fire suppression (if the optional RDS system is not supplied by the contractor). The Multi-Mission Aircraft will also be capable of critical cargo and personnel transport in support of Forest Service and interagency fire suppression efforts.

This solicitation is intended to procure a multi-mission airplane that has been analyzed for the Airtanker Mission using guidance from the FAA Operational Loads report DOT/FAA/AR-11/7 and that meet the other basic requirements of the solicitation. There are mission equipment options that can be proposed but are not mandatory to propose. These options are:

- (1) Retardant Delivery System (RDS) modification (D-2 Exhibit 1)
- (2) Passenger Seating System STC (D-2 Exhibit 2)

This contract includes the manufacture, assembly, integration, test, certification, and delivery of up to seven (7) new production Transport Category airplane certificated under 14 CFR Part 21, at time of first aircraft delivery. These aircraft shall be new airframes and components; not a retrofit. "New" is defined as less than 50 hours total airframe time. However, with proper justification supplied, the government may consider, at its discretion, an aircraft to be "new" with up to 100 hours total airframe time. This SOW requires the delivery of new production Transport Category airplane(s) and includes: warranties, project management, systems/production engineering, subsystem procurement and/or manufacturing, system integration, configuration management, Quality Assurance, Integrated Logistics Support, testing, and aircraft delivery/Government acceptance.

B-4 CONCEPT OF OPERATIONS: MULTI-MISSION AIRCRAFT PROFILES

(a) Airtanker Mission Profile: The Forest Service Airtanker Mission is primarily focused on wildland fire suppression and dropping retardant in support of ground firefighters to contain

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and/or control new, emerging and large fires. Large volumes of retardant from aircraft are required to help suppress fires.

The Forest Service, using historical data, estimates the average annual retardant delivered by each aircraft serving in the large airtanker role to be approximately 500,000 gallons.

The mission profiles for airtankers may vary somewhat based on the specific aircraft range and performance capabilities; however, the general features of the mission remain the same. A mission sortie is assumed to be less than 1 hour on average; this includes transit to and from the airtanker base and delivery of retardant. The Forest Service expects to fly 250 flight hours per aircraft during the May to September wildland fire season.

Detailed data for the airtanker mission profiles can be found in DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011 (<http://www.tc.faa.gov/its/worldpac/techrpt/ar11-7.pdf>).

(b) Multi-Mission Profile: Although the primary mission of the Forest Service Multi-Mission Aircraft will be the airtanker firefighting mission, it will also be capable of supporting firefighting crews and delivering critical material to the wildland fire area of operations. The normal firefighting crew consists of 20 members and their firefighting gear. Chapter 13 of the Interagency Standards for Fire and Fire Aviation Operations states the Maximum Weight of a firefighting crew is 5,300 lbs including personnel and gear. The firefighting transport mission will utilize the 300 knots at 20,000 MSL capability to quickly move a minimum of two firefighting crews and their equipment to where they are needed most.

Similarly, the Forest Service will use the Multi-Mission Aircraft to internally transport the Forest Service owned Modular Airborne Fire Fighting System (MAFFS II) or other MAFFS support equipment (palletized compressors and / or MAFFS trailers) to an area of operations. This cargo transport mission will require a cargo area space capacity capable of accommodating either the MAFFS II, a MAFFS II support trailer, or the MAFFS II equipment during a potential transport mission of up to 2,000 miles. In order to fulfill this mission requirement, the Multi-Mission Aircraft payload area will require internal dimensions of at least 480 inches long, 103 inches tall, and 108 inches wide in order to accommodate a single MAFFS II unit weighing 15,000 pounds, the support trailer or other palletized cargo in support of MAFFS.

Additionally, the Multi-Mission Aircraft will be used by the Government to support interagency and cooperative agreements with other Federal and State Agencies to the extent permitted by the certificated aircraft.

B-5 CERTIFICATIONS AND APPROVALS

The Multi-Mission Aircraft must be a new manufacture, turbine multi-engine powered, Transport Category airplane, have a FAA Standard Airworthiness Certificate issued under 14 CFR Part 21 at time of first aircraft delivery, and have an OEM Structural Integrity Program meeting the requirements of the Airtanker Mission defined in Section B-7.

The Multi-Mission Aircraft shall, at time of first aircraft delivery:

(a) Be Certified for Instrument Flight Rules (IFR) in accordance with 14 CFR.

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- (b) Be FAA Type Certificated Transport Category airplane in accordance with 14 CFR Part 21 at first aircraft delivery.
- (c) Hold a FAA Standard Airworthiness Certificate issued under 14 CFR Part 21.183.
- (d) Hold a Type Certification based on FAA 14 CFR 25.571 Damage Tolerance and Fatigue Evaluation at Amendment 54 or higher certified for the Airtanker mission and all other missions under the certification.
- (e) Certification Basis must include 14 CFR Part 26 at Amendment 6 or higher for the airtanker mission and all other missions under the certification.

B-6 GENERAL AIRCRAFT REQUIREMENTS AND SPECIFICATIONS

The Multi-Mission Aircraft must be a new manufacture, turbine multi-engine powered, Transport Category airplane, have a FAA Standard Airworthiness Certificate issued under 14 CFR Part 21 at time of first aircraft delivery, and have an OEM Structural Integrity Program meeting the requirements of the Airtanker Mission defined in Section B-7. Forest Service Multi-Mission Aircraft shall meet the following requirements:

(a) Performance Requirements:

- (1) All weather operation, including day and night operations, and icing conditions IAW FAR 14 CFR 25.1419.
- (2) Service Ceiling - 28,000 ft. minimum based on optimum aircraft performance.
- (3) Maximum Gross Take-Off Weight - Not to exceed 170,000 lbs.
- (4) Capable of operating from 5,000 foot unimproved landing strips carrying airtanker mission payload plus 2 hours and 30 minutes (2.5 hours) of useable fuel, not including reserves, per manufacturer's direction while considering fuel management.
- (5) Airtanker Mission: Payload of at least 34,000 pounds plus 3 hours and 30 minutes (3.5 hours) of useable fuel, not including reserves, per manufacturer's direction while considering fuel management.
- (6) Multi-Mission Payload of at least 15,000lbs, with a non-stop range of 2,100 nm at 28,000 feet ISA.
- (7) Capable of Cruise airspeed of 300 knots true airspeed at 20,000 MSL.
- (8) Capable of being modified to accommodate an internal 3,000 U.S. gallons or greater gravity retardant tank system with retardant weighing 9.0 lbs. per gallon. (The aircraft shall have this dimensional and performance capability).
- (9) Have a minimum dimensional capacity to fit a minimum of 40 passenger seats. (The aircraft shall have this dimensional capability).

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(b) General Equipment Requirements. Aircraft shall meet the following requirements at the time of delivery:

- (1) New manufactured airplane.
- (2) Equipped with multiple turbine engines.
- (3) Meeting 14 CFR Part 36 Stage IV noise standards.
- (4) Have a Class B cargo compartment as defined by 14 CFR Part 25.857
- (5) Minimum Crew - Two (2) (pilot and copilot flight crew members).
- (6) Maximum Crew – Five (5), (including pilot/copilot).
- (7) Have a minimum, unobstructed cargo payload area of 480 inches long, 103 inches tall and 108 inches wide.
- (8) Be capable of on-load and off-load of cargo payload at ground level through a hydraulically actuated cargo ramp and door with a cargo handling system that accommodates a standard HCU-6/E pallet.
- (9) Equipped with a door incorporating stairs allowing loading and unloading of passengers without GSE external stairs.
- (10) Equipped for single point refueling capability.
- (11) Equipped such that external GPU assistance is not required to start the engines, electrically power the aircraft. The ability to heat and cool the cabin from an external source is preferred but not required.
- (12) A toilet is required, an externally serviceable chemical toilet is preferred.
- (13) Equipped with all weights, measures, markings, and instruments in Imperial units and in the English language.
- (14) Equipped with Environmental Control System (ECS) for all areas that could be occupied by aircrew and passengers and all avionics areas.

(c) Avionics Requirements - All avionics used to meet these requirements shall comply with the specifications of paragraph B-6(d) (Avionics Specifications). The following are the minimum avionics which shall be installed:

- (1) General Avionics:
 - (i) The aircraft shall be certified as tolerant to Transmitting Portable Electronic Devices (T-PEDs) for all phases of flight in accordance with RTCA/DO-307 with documentation in the aircraft flight manual to show compliance
 - (ii) One (1) qty. RADAR Altimeter

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- (iii) One (1) qty. Cockpit Voice Recorder (CVR)
 - (iv) One (1) qty. Flight Data Recorder (FDR)
 - (v) One (1) qty. Multi-Function Display (MFD) with moving map
 - (vi) One (1) qty. Autopilot system
 - (vii) One (1) qty. Hobbs meter or similar recording device, to record flight time, controlled by the weight-on-wheels switch
- (2) Communications Systems:
- (i) Two (2) qty. VHF-AM Radios (COM 1 & COM 2)
 - (ii) One (1) qty. Technisonic TDFM-9000 VHF-FM Radio
- (3) Audio Systems:
- (i) One (1) qty. Audio control and intercom Systems (ICS) for the pilot, copilot, two (2) qty. aft flight deck positions and two (2) qty. cabin positions
 - (ii) One (1) qty. Drop Cord for each aft flight deck position
 - (iii) One (1) qty. Cabin PA System
 - (iv) One (1) qty. Flight deck Speaker
- (4) Navigation Systems:
- (i) Two (2) qty. VOR/Localizer/Glideslope systems
 - (ii) One (1) qty. Three Light Marker Beacon system
 - (iii) One (1) qty. TACAN or DME system
 - (iv) One (1) each qty. Pilot and Copilot Primary Flight Displays (PFD)
 - (v) Two (2) qty. Attitude Heading and Reference Systems capable of operating in Alaska
 - (vi) Two (2) qty. Civil GPS/FMS certified for LPV approaches
 - (vii) Navigation systems capable of operation in Europe
 - (viii) Each Magnetic compass shall be calibrated and placarded in no more than 30 degree increments
 - (ix) One (1) qty. TAWS A (with inhibit capability)
 - (x) One (1) qty. Color Weather Radar

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(5) Surveillance Systems:

- (i) One (1) qty. Emergency Locator Transmitter (ELT)
- (ii) One (1) qty. Automated Flight Following system (AFF)
- (iii) One (1) qty. Mode S Diversity Transponder
- (iv) One (1) qty. 1090ES ADS-B Out
- (v) Two (2) qty. Altimeter/Air Data systems with Automatic Pressure Altitude Reporting
- (vi) One (1) qty. Traffic Collision Avoidance System (TCAS II v7.1)

(d) Avionics Specifications - All avionics used to meet this agreement shall comply with the following requirements. Any equipment outside of initial aircraft certification will be subject to final design review by USFS. The Government shall be provided drawings and samples of instrument panels for approval of the configuration, finish, and labeling prior to initiation of aircraft manufacturing.

(1) General Systems:

- (i) RADAR altimeter shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable radar altitude setting which enables an altitude low (decision height) annunciation. The altitude low annunciation shall be clearly identified, and in the PIC's primary field of view.
- (ii) Cockpit Voice Recorder (CVR) installed shall meet the requirements of 14 CFR 121.359 (a) through (h) and 14 CFR 25.1457 with the Pilot Inspector position recorded on channel four (if unused).
- (iii) Flight Data Recorder (FDR) shall meet all applicable regulations for transport category aircraft. FDR installed shall meet the requirements of 14 CFR 121.343.
- (iv) Multi-Function Displays (MFD) shall be installed within view of the PIC and SIC and display GPS navigation information on a color moving map. TCAS, TAWS and Weather Radar information shall be displayed on the MFD.
- (v) Autopilot shall be a three axis autopilot with PIC and SIC Flight Directors. The autopilot shall include at least heading, navigation, approach, altitude hold, vertical speed hold and altitude select/capture modes. The system shall be approved for precision approaches while coupled to the navigation systems.

(2) Communications systems:

- (i) Communication transmitters shall have a minimum of 5 Watts carrier output power and shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft monitoring different frequencies.

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(ii) Transmit interlock functions shall not be used with communication transceivers.

(iii) VHF-AM Radios: VHF-AM radios shall be FAA approved aeronautical transceivers meeting minimum performance standards equivalent to TSO requirements, permanently installed, and operates in the frequency band of 118.000 to 136.975 MHz in no greater than 8.33 KHz increments.

(iv) VHF-FM Radio: The FM Radio shall be a Technisonic TDFM-9000 configured to Technisonic Project Number P 90149 with four VHF-FM modules capable of simultaneous operation. Each module (FM 1 through FM 4) must have dedicated transmitter and receiver switching on the audio controllers.

(3) Audio Systems:

(i) Intercom systems (ICS): ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a "hot mic" capability shall be provided for each required position. Hot mic may be voice activated (VOX) or controlled via an activation switch. Secondary ICS channel for cabin is not a requirement, but desired.

(ii) Audio Control systems: Controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system.

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

(B) Audio controls shall be labeled as COM-1, FM-1, FM-2, etc. (as appropriate). Audio shall be free of distortion, noise, or crosstalk. Flight deck speakers shall be sufficiently amplified for use in flight.

(C) Crew positions shall have radio and ICS Push-To-Talk (PTT) switches on their respective flight controls.

(D) Drop cords must use MS3112E10-6S type 6-pin connectors installed adjacent to the required passenger headset jacks and wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent).

(iii) Aft Flight deck Drop Cord Requirements:

(A) Coil cord with sufficient length to provide unrestricted movement according to mission requirements (Minimum 3 feet retracted).

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- (B) 6-Pin MS3476L10-6P type connector on the coil cord.
- (C) Headset jacks at the housing matching the aircraft headset jacks.
- (D) Large clip.
- (E) Volume control.
- (F) ICS switch with momentary and lock positions.

(iv) Aft Flight deck Audio Control systems:

- (A) The audio controller shall be installed in a location that provides the operator unobstructed access to the controls while seated.

(4) Navigation systems:

- (i) All navigation systems and flight instruments must be FAA approved and meet the requirements for IFR operation in North America, Europe and Australia.

(ii) Civil Global Positioning Systems (GPS):

- (A) Each GPS shall be WAAS certified, permanently installed, interfaced to an approved external aircraft antenna and be powered by the aircraft electrical system.

- (B) The GPS must utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight.

- (C) The GPS must meet the performance requirements of TSO C145a/C146a

- (D) GPS information must be displayed in clear view of the PIC, the SIC and any flight deck observer.

(5) Surveillance Systems Specifications:

(i) Emergency Locator Transmitters (ELT):

- (A) The Emergency Locator Transmitter shall be automatic-fixed, installed in a conspicuous or marked location, and meet the requirements detailed in 14 CFR 91.207 (excluding section f).

- (B) A TSO C126 or newer ELT is required.

(ii) Automated Flight Following systems (AFF):

- (A) Automated flight following systems shall be compatible with the Government's tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker.

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(B) AFF shall be functional in all phases of flight and throughout North America.

(C) The system must be compatible with the Latitude IONode ATU system such as the Latitude Skynode S100.

(D) The reporting interval shall be every two minutes while in flight.

(E) This clause incorporates the Specific Section Supplement available at <https://www.aff.gov/contractspecs.asp> as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Help Desk under "Help" at <https://www.aff.gov>

(iii) Transponders:

(A) Transponders shall be certified to TSO C-112 and must be Mode S Diversity systems with antennas on top and bottom of the aircraft.

(B) Transponder systems shall be tested and inspected as specified by 14 CFR 91.413.

(iv) Altimeter and Automatic Pressure Altitude Reporting systems:

(A) Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed in accordance with the IFR requirements of 14 CFR Part 91.

(B) These systems shall be tested and inspected as specified by 14 CFR 91.411.

(v) Traffic Collision and Avoidance Systems (TCAS):

(A) TCAS systems shall be TSO approved to TCAS II Version 7.1 or newer.

(B) The display shall allow range selection of 2 miles or less.

(C) The system must be selectable for display on the MFD.

(e) Aircraft Paint - Contractor shall apply "Forest Service," the Forest Service Shield, the assigned FAA registration number (N number) and the assigned Tanker number per the approved paint scheme. The approved paint scheme will be incorporated into the awarded contract as an Exhibit which shall be specific to the aircraft Serial Number (SN) identified in schedule of items of the awarded contract.

(1) Primer and Paint Specifications:

(i) Primer:

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(A) Aircraft shall be primed with appropriate primer to accommodate polyurethane paint as recommended by the paint manufacturer and shall be painted in accordance with the applicable portions of the aircraft's Structural Repair Manual or other technical documentation addressing refinishing.

(ii) Paint:

(A) Paint shall be high quality polyurethane such as those listed below. Paint is identified by Name Brand and color. However, contractor's are authorized to propose alternate equivalent paint with the following salient characteristics: 1. durability; 2. color retention; 3. smooth spray application; 3. UV resistance; 4. hydraulic jet fluid resistance; 5. Salt, chemical and corrosion resistance. Provided the color and quality is very similar to the colors and brands below:

(1) Sherwin-Williams, Jet-Glo Polyurethane.

(2) Base: White 7067 - Jet-Glo CM0570726

(3) Light Gray: Gray 707 - Jet-Glo 01529

(4) Orange: Bright Poppy - Jet-Glo 00304

(5) Black: Black: Semi- Gloss Black - Jet-Glo 07491

(iii) Specifications:

(A) The airtanker identification number shall be painted on a vertical surface. The number shall be a minimum of two feet high, seventeen inches wide and with a 5 inch brush stroke. The number shall not interfere with the aircraft's registration "N" number.

(B) The aircraft shall be painted with high visibility paint, which contrasts with the primary paint color scheme. High visibility paint shall be applied to the minimum areas as outlined below:

1. Nine square feet from the outboard tips inboard on the upper and lower surface of the wings.

2. Six square feet from the outboard tips inboard on the upper and lower horizontal stabilizer surface.

3. Six square feet from upper portion downward on both sides of the vertical surface of the rudder assembly or aircraft structure immediately adjacent to the tail assembly.

4. Contrasting paint(s) shall be applied to the camber side of the propeller blade tips. At a minimum, the area from the tip to approximately six inches inboard on each blade shall be contrasting.

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(C) All liquid filler openings shall be marked near each opening with the identity of the fluid, the octane rating or grade, if applicable, and the amount in U.S. quarts or gallons.

(D) The following list of weights shall be painted on the outside of the aircraft in a location readily visible to the loading crews:

(A) Maximum Gross Weight

(B) Contracted Retardant Weight

(C) Maximum Landing Weight Empty Weight

(D) Normal Operating Weight

(E) Each loading level of the retardant tank shall be marked with the number of gallons capacity and the weight of retardant at that level based on 9.0 pounds per gallon.

(F) Level marks shall be painted on the retardant tank or aircraft indicating the level of the aircraft at the time of Weights and Measures Certification for quantity levels.

(iv) Workmanship:

(A) All painting shall be accomplished in accordance with the paint manufacturer's recommendations or instructions and the approved paint scheme.

(B) Where colors intersect or join, each color shall be cut carefully to form a neat straight line without ridges or tape lines.

(f) Optional Items:

(1) One (1) qty. Heads Up Display (pilot and copilot)

B-7 CONTINUED AIRWORTHINESS AND SUSTAINMENT

(a) Type Design:

(1) The airplane will be delivered meeting all requirements of the FAA approved Type Design.

(b) Equipment Installation:

(1) The installation of additional equipment and/or modification of the aircraft to meet the specifications of this contract shall be completed in accordance with 14 CFR requirements and manufacturer's recommendations or engineering data and be FAA approved by the TCDS or STC.

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(c) Maintenance and Service Instructions:

(1) Each airplane will be delivered with a complete set of all required operations, maintenance and service instructions, along with a complete set of service bulletins.

(d) Airworthiness Directives and Service Bulletins:

(1) The delivered aircraft shall comply with all current Airworthiness Directives.

(2) At the start of Government acceptance inspections and at delivery of each aircraft procured under this effort, the Government shall be provided a list or lists identifying the airplane's compliance with applicable Airworthiness Directives and the airplane's compliance with all Service Bulletins (SB).

(3) Draft SBs shall be provided to the Government for approval 60 days prior to scheduled acceptance to address those SBs that are applicable to the aircraft but will not be accomplished at the time of delivery.

(e) Master Minimum Equipment List (MMEL):

(1) The aircraft shall have a FAA approved Master Minimum Equipment List (MMEL).

(f) Weight and Balance:

(1) The aircraft shall be weighed in accordance with OEM standard practices.

(2) Records that reflect the modified configuration shall be delivered with the aircraft.

(g) Airtanker Validation and Structural Integrity Program:

(1) This section defines the Airtanker Validation and Structural Integrity Program (AVSIP) requirements for aircraft evaluated and awarded under this contract. An established AVSIP shall predict and prevent catastrophic failure of primary structure due to fatigue and shall be delivered with the aircraft. The AVSIP shall meet the following requirements:

(i) A comprehensive OEM developed AVSIP will be delivered with the aircraft. As a minimum, the basic aircraft shall meet FAA 14 CFR 25.571 Damage Tolerance and Fatigue Evaluation at Amendment level 25-54 or later.

(ii) The aircraft shall have incorporated and complied with all requirements of the currently approved MSG-3 formulated maintenance and inspection program as a baseline for the aircraft at first aircraft delivery.

(iii) The aircraft's program must include or have incorporated all recommended and/or required manufacturer programs such as Structural Inspection Documents (SID), Supplemental Structural Inspection Documents (SSID), Corrosion Prevention and Control Programs (CPCP), Electrical Wiring Interconnection Systems (EWIS) and Fuel Tank System Inspection Program, as applicable.

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(iv) The CPCP will incorporate specific inspections and maintenance required by the use of long term fire retardant based on <http://www.fs.fed.us/rm/fire/wfcs/lt-ret.htm>.

(v) A Low Utilization Maintenance Program (LUMP) shall be delivered with the aircraft if the basic AVSIP program requirements are different than the program developed for the airtanker mission. The planned peak aircraft utilization will be 250 flight hours/cycles to be flown in the airtanker mission profile during the fire season from May through September.

(vi) The aircraft shall have an FAA approved OEM maintenance and inspection program developed for use as an Airtanker using a 34,000 lbs. payload over 20 year service life flying 250 hours/cycles of airtanker operations annually, using the guidance of FAA report DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011 as the operational loads spectra.

(vii) Documentation of a FAA approved complete Airtanker usage evaluation of the aircraft for Damage Tolerance and Fatigue to 14 CFR Part 26 at Amendment 26-6, or higher and 25.571 at Amendment 25-54 or later. The evaluation shall identify the loads, internal and external, to which the fatigue critical structure or principal structural elements (PSE's) will be subjected to in the firefighting role and determine the impact of those loads.

(viii) The aircraft shall have FAA approved Instructions for Continued Airworthiness (ICAs) that meet 14 CFR 25.1529 at Amendment 25-54 or later for the airtanker mission formulated from the 14 CFR Part 26 and 25.571 evaluations and the aircraft shall be in full compliance with all inspections, inspection compliance intervals and structural component life limits derived from those evaluations.

(ix) Airworthiness Limitations based on the evaluations resulting from the above will be formally incorporated into the aircraft's Airworthiness Limitations Section (ALS) of the ICA.

(x) The aircraft shall be in compliance with the Airtanker Validation Structural Integrity Program when delivered. Each mandatory component retirement, replacement or overhaul time shall be incorporated into the airtanker usage evaluation and the OEM Airworthiness Limitations Section at first aircraft delivery. A preliminary listing of Airtanker Mission inspection intervals and mandatory component retirement times shall be provided with the proposal.

(xi) The evaluations above must include substantiation to 14 CFR Part 26.43 at Amendment 26-4, via 25.571 at Amendment 25-54 or later for all structural repairs made to the aircraft since manufacture if any have been dispositioned prior to delivery.

(xii) The aircraft shall have documented support by the manufacturer for maintenance and engineering of the aircraft while performing the airtanker mission.

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(h) Operational Load Monitoring (OLM) System and Program:

(1) Aircraft shall be instrumented with a government reviewed and approved, functioning OLM system capable of characterizing the airtanker missions performed by these aircraft. The OLM system must provide required and specified parameters and sample rates for Initial Usage Evaluation (Table 1) or Continuous Monitoring (Table 2). The first aircraft shall have a system that meets Table 1, Initial Airtanker Evaluation; the remaining aircraft shall have a system that meets Table 2, Continuous Use requirements. Nz accelerations shall be recorded as close to the aircraft Center of Gravity as practicable or correction algorithms shall be validated and applied. Systems shall have functional and calibration flights recorded prior to delivery.

(2) Initial Usage Evaluation OLM System (Table 1): These are minimum system requirements for the first aircraft. The instrumentation and equipment utilized must include all mechanical components required to measure the flight parameters as well as strain gauges at selected locations on the airframe. The system shall have detailed installation instructions, drawings and ICAs. The ICAs will also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 32 Hz.

(3) The Table 1 requirement of strain gauge/accelerometer channels may be waived if aircraft OEM can provide health usage monitoring meeting Government requirements listed below.

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Table 1 Initial Aircraft Evaluation OLM Minimum Channel List					
Channel Description	Number of Channels	Units	Sample Rate (Hz)	Record Rate (Hz)	
1 Date and Time in GMT (GPS)	1 Analog	yyyymmdd_GMT	4 Hz	32 Hz	
2 Latitude (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz	
3 Longitude (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz	
4 Altitude (GPS)	1 Analog	Feet	4 Hz	32 Hz	
5 Ground Speed (GPS)	1 Analog	Knots	4 Hz	32 Hz	
6 Vertical Speed (GPS)	1 Analog	Feet per Minute	4 Hz	32 Hz	
7 Heading (GPS)	1 Analog	Degrees	4 Hz	32 Hz	
8 Vertical Accuracy (VDOP)	1 Analog		4 Hz	32 Hz	
9 Horizontal Accuracy (HDOP)	1 Analog		4 Hz	32 Hz	
10 Normal Acceleration (NZ)	1 Analog	G Force	32 Hz	32 Hz	
11 Longitudinal Acceleration (NX)	1 Analog	G Force	32 Hz	32 Hz	
12 Lateral Acceleration (NY)	1 Analog	G Force	32 Hz	32 Hz	
13 Pitch	1 Analog	Degrees	32 Hz	32 Hz	
14 Pitch Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz	
15 Roll	1 Analog	Degrees	32 Hz	32 Hz	
16 Roll Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz	
17 Yaw Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz	
18 Pitot Pressure	1 Analog	Inches Hg	32 Hz	32 Hz	
19 Static Pressure	1 Analog	Inches Hg	32 Hz	32 Hz	
20 Outside Air Temperature	1 Analog	Degrees C	32 Hz	32 Hz	
21 Altitude (Static Pressure)	1 Analog	Feet	32 Hz	32 Hz	
22 Cabin Pressure Differential	1 Analog	PSI	32 Hz	32 Hz	
23 Indicated Airspeed (must be derived from Pitot / Static differential)	1 Analog	Knots	32 Hz	32 Hz	
24 Equivalent Airspeed	1 Analog	Knots	32 Hz	32 Hz	
25 True Airspeed	1 Analog	Knots	32 Hz	32 Hz	
26 Avionics On/Off	1 Discrete	Discrete	32 Hz	32 Hz	
27 Engine Start (one engine oil pressure)	1 Discrete	Discrete	32 Hz	32 Hz	
28 Weight On Wheels	1 Discrete	Discrete	32 Hz	32 Hz	
29 Flap Position	1 Analog	Degrees	32 Hz	32 Hz	
30 Fuel Quantity	1 Analog	Lbs.	32 Hz	32 Hz	
31 Aircraft Gross Weight	1 Analog	Lbs.	32 Hz	32 Hz	
32 Retardant Quantity	1 Analog	Lbs.	32 Hz	32 Hz	
33 Speed Brake / Spoiler Position	1 Analog	Degrees	32 Hz	32 Hz	
34 Tank Door Actuation(All Doors)	As Needed	Discrete	32 Hz	32 Hz	
35 Strain Gauge and or Accelerometer Inputs	26 Analog	Microstrain and Correlating Stress, G Force	32 Hz	32 Hz	

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Note: Additional channels for Retardant Quantity (32) and Tank Door Actuation (34) must be provided even if Tanking Option is not offered or exercised. These parameters can be provided in an additional system that records data that will integrate into the Table 1 system.

(4) Continuous Monitoring OLM (Table 2) Requirements for Additional Aircraft: The OLM system and instrumentation requirements for the remaining aircraft shall be less comprehensive. These are minimum system requirements for all other aircraft for continuous monitoring while in airtanker service. The instrumentation and equipment utilized must include all mechanical components required to measure the flight parameters listed. The system shall have detailed installation instructions, drawings and ICAs. The ICAs will also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 8 Hz. (Note - Nz, Ny, and Nx are at 32 Hz record rate in the following chart.)

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Table 2 Continuous Monitoring OLM Minimum Channel List

Channel Description	Number of Channels	Units	Sample Rate (Hz)	Record Rate (Hz)
1 Date and Time in GMT (GPS)	1 Analog	yyyymmdd_GMT	4 Hz	8 Hz
2 Latitude (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
3 Longitude (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
4 Altitude (GPS)	1 Analog	Feet	4 Hz	8 Hz
5 Ground Speed (GPS)	1 Analog	Knots	4 Hz	8 Hz
6 Vertical Speed (GPS)	1 Analog	Feet per Minute	4 Hz	8 Hz
7 Heading (GPS)	1 Analog	Degrees	4 Hz	8 Hz
8 Vertical Accuracy (VDOP)	1 Analog		4 Hz	8 Hz
9 Horizontal Accuracy (HDOP)	1 Analog		4 Hz	8 Hz
10 Normal Acceleration (NZ)	1 Analog	G Force	32 Hz	32 Hz
11 Longitudinal Acceleration (NX)	1 Analog	G Force	32 Hz	32 Hz
12 Lateral Acceleration (NY)	1 Analog	G Force	32 Hz	32 Hz
13 Pitch	1 Analog	Degrees	8 Hz	8 Hz
14 Pitch Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
15 Roll	1 Analog	Degrees	8 Hz	8 Hz
16 Roll Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
17 Yaw Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
18 Pitot Pressure	1 Analog	Inches Hg	8 Hz	8 Hz
19 Static Pressure	1 Analog	Inches Hg	8 Hz	8 Hz
20 Outside Air Temperature	1 Analog	Degrees C	8 Hz	8 Hz
21 Altitude (Static Pressure)	1 Analog	Feet	8 Hz	8 Hz
22 Cabin Pressure Differential	1 Analog	PSI	8 Hz	8 Hz
23 Indicated Airspeed (must be derived from Pitot / Static differential)	1 Analog	Knots	8 Hz	8 Hz
24 Equivalent Airspeed	1 Analog	Knots	8 Hz	8 Hz
25 True Airspeed	1 Analog	Knots	8 Hz	8 Hz
26 Avionics On/Off	1 Discrete	Discrete	8 Hz	8 Hz
27 Engine Start (one engine oil pressure)	1 Discrete	Discrete	8 Hz	8 Hz
28 Weight On Wheels	1 Discrete	Discrete	8 Hz	8 Hz
29 Flap Position	1 Analog	Degrees	8 Hz	8 Hz
30 Fuel Quantity	1 Analog	Lbs.	8 Hz	8 Hz
31 Aircraft Gross Weight	1 Analog	Lbs.	8 Hz	8 Hz
32 Retardant Quantity	1 Analog	Lbs.	8 Hz	8 Hz
33 Speed Brake / Spoiler Position	1 Analog	Degrees	8 Hz	8 Hz
34 Tank Door Actuation(All Doors)	As Needed	Discrete	8 Hz	8 Hz

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Note: Additional channels for Retardant Quantity (32) and Tank Door Actuation (34) must be provided even if Tanking Option is not offered or exercised. These parameters can be provided in an additional system that records data that will integrate into the Table 2 system.

(5) The following are the minimum requirements for both OLM systems:

(i) Data Acquisition Requirements: The OLM system utilized for the data acquisition must be capable of recording all of the flight parameters as well as the strain gauges, when applicable. Recorders shall be capable of recording flight data for a minimum of 25 flight hours on the removable data capture media without being overwritten. Recorded data shall be compatible with Forest Service Operational Loads Data Library software solution as defined below.

(ii) The aircraft's OLM system shall:

(A) Identify the OLM system installation. Note: Aircraft that have a structural health monitoring system integrated into the aircraft by the OEM and is capable of determining loading severity of firefight operations for principle structural elements will be considered compliant with the intent of Paragraph B-7(h)(5)(ii)(C through F) requirements.

(B) Identify the calibration process, and frequency of recalibration.

(C) Be properly installed using OEM recommended installation procedures.

(D) Identify the location of the recording device of the OLM system. The system does not need to be crash survivable; but consideration should be made for the most crash survivable location within the aircraft with regard to fire and damage from a crash for the recording unit.

(E) Contain procedures to assure the OLM system is fully functional for each flight, including all measured parameters.

(F) Identify the input sensor locations of the parameters listed. Parameters identified as being required for developing revised ICA's shall be so identified and be given greater description as to their use.

(G) Provide an explanation of the analysis of the data obtained from the aircraft OLM system.

(H) Contain procedures for the integration of the analyzed aircraft operational load data into the AVSIP.

(I) Define and provide a detailed explanation of the exceedance for each of the recorded parameters.

(J) Thoroughly explain the definition of a structural exceedance. Structural exceedances may be single or multiple parameter exceedances.

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(K) Contain procedures to follow (i.e. inspect, repair, or other maintenance action) when a structural exceedance occurs.

(L) Contain procedures for retrieval of the aircraft OLM data, analysis of the data, process for defining/deciding on a maintenance action, and implementation of the maintenance action.

(M) The recorded OLM data shall be in a “.cdf” file format. All values in data files shall be in engineering units. The data files shall include column header descriptions (including engineering units for the values in each column). Acceleration data shall be described as either incremental or total. There shall be only one flight per recorded file. The file shall be formatted as the example provided in D-3 EXHIBIT 3 - OLM DATA “.CDF” FILE FORMAT (EXAMPLE).

B-8 SUPPORT TO GOVERNMENT LOGISTICS AND SUSTAINMENT

(a) Original Equipment Manufacturer Support Services: All support required for the aircraft in its original configuration and as modified from its original configuration to the airtanker configuration or other mission configurations as identified by the USFS. The Contractor shall provide the following services as ordered by the Government:

(1) Engineering Support Services (ESS):

(i) Miscellaneous engineering activities in support of the Government’s Multi-Mission Aircraft (as modified) including the airtanker, passenger transport, and cargo transport missions.

(ii) Responses and reviews to Government inquiries for technical information.

(iii) ESS efforts for Engineering support across technical activities shall include, at a minimum:

(A) Modification/Nonconforming Items: The Contractor shall provide engineering support to address USFS required repairs, modifications or nonconforming items associated with all aircraft operations. The USFS requires the OEM’s support from original design data to support structural and/or system modifications to the aircraft, to ensure continued airworthiness requirements relative to the USFS missions that are established and periodically reviewed.

(B) Aircraft Structural Integrity Program support: The Contractor shall provide analysis to Government provided operational loads monitoring data to update the aircraft’s continued airworthiness programs.

(C) Engineering and Manufacturing Data: The Contractor shall provide access to OEM engineering and manufacturing data to address modifications or nonconforming items associated with the as modified aircraft. The USFS requires the Manufacturer’s support from original design data to support structural and/or system modifications to the

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aircraft, to ensure continued airworthiness requirements relative to the operations performed by the aircraft.

(D) Engineering Studies: The Contractor shall provide safety inquiries support when requested for safety investigation board findings and recommendations; support to accident/incident investigations, mishap assessments input; accident avoidance recommendations; aircraft work around options/recommendations.

(E) General Support: The Contractor shall provide support for operators' conferences and systems engineering process improvements, and warranty action investigations prior to acceptance of responsibility under warranty.

(2) Maintenance Support.

(i) Maintenance Program Support: The Contractor shall provide OEM maintenance programs. Maintenance programs shall include updates and technical support for the maintenance program when ordered. The Government may order tailored maintenance programs to address low utilization and mission specific operations.

(ii) Technical Representative Support: The Contractor shall provide field support to support maintenance, modifications, or other instances as ordered by the Government. This support may be on site or via electronic means.

(3) Technical Publications and Software:

(i) Technical Publications. Five-year subscription to all technical publications required to inspect, repair, maintain and operate the aircraft shall be provided with the delivery of each airplane. A second subscription shall be provided with the first, fourth and seventh aircraft delivery. This includes, but not limited to, Maintenance Manuals, Illustrated Parts Breakdowns, Structural Repair Manuals Service Bulletins, Service Information Letters, Aircraft Specific Wiring Manual (to include updated wiring diagrams for modification and optional equipment), ICAs and Pilot Operating Handbooks.

(A) Maintenance manuals: Shall include updates and technical support for the maintenance manuals.

(B) Illustrated Parts Breakdown: Manuals shall include updates and technical support for the parts manuals.

(C) Service Information and Updates: The Contractor shall provide support and updates of aircraft service information. Examples:

i. Maintenance Documents

ii. Parts support

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- iii. Tracking and prioritizing resolution of in-service issues
- iv. Online and e-mail notices of new service bulletins
- v. Airplane Tooling Services (Maintenance Tooling)
- vi. Data and Services Catalog
- vii. Fleet Reliability Statistics (Fleet In-service Reports)

(ii) Software.

- (A) Aircraft Systems Software. Five-year subscription to all aircraft system software required to maintain its Type Design and operate the aircraft shall be provided for each airplane delivered.
- (B) Computer Based Aircraft Maintenance Management Software. Five-year subscription to the aircraft maintenance management software, if available, shall be provided for each aircraft delivered

(b) Quality Assurance: To assure the success of the procurement, an established third party certified AS 9100 quality management system shall be maintained. The Government shall have access to the records and data collected to demonstrate the suitability and effectiveness of the quality management system. The Government reserves the right to request corrective action if the quality system fails to meet objectives. The Government or its designated representative shall be allowed to periodically review the quality program.

(c) Logistics Management: At the request of the CO, Logistics Support Services (LSS) shall be provided for investigation(s), minor aircraft repairs and response in writing provided to Government inquiries that include but are not limited to the following: (1) Shortages, (2) Cumulative Demands, (3) Cannot Duplicate Actions, (4) Repair Actions, (5) Part Number Changes, (6) Chief Financial Officer Reports, (7) Disposals, (8) Inventory Adjustment Records, (9) Technical Publication changes, and (10) Other Logistical Actions as requested.

(d) Procurement of Initial Peculiar and Mission Specific Spare Parts/Items and Support Equipment for Aircraft used in the Aerial firefighting Role: A quantity of initial peculiar and mission specific aircraft spares (reparable, consumable and bench stock items) for one (1) year to support each new delivered aircraft's operational needs shall be provided.

(e) Mission Support Kits: Assist the Government by providing and updating initial peculiar and mission specific spare parts/items and support equipment to be used in Spares Packages (SP). Determine the initial and replenishment range and depth requirements for the aircraft peculiar and mission specific spares that are outside the one year's operation identified above. Provide recommended peculiar and mission specific spare parts/items and support equipment list for support of the aircraft.

(f) Associate Contract Agreements: The Government will require the successful manufacturer to establish Associate Contractor Agreements (ACA) to work with third party suppliers to the Government to ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Initially, this will be important to the Government in the event the

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optional RDS and seating arrangement systems are not included in aircraft award. Over the life of the contract, ACAs will require the OEM to support USFS aircraft systems and the selected manufacturers, as they evolve. ACAs are agreements between contractors working on government contract projects that specify requirements for them to share information, data, technical knowledge, expertise, or resources. Please see IG5317.9000 found in the AFFARS for additional information on the definition, implementation, use and requirements of ACAs.

B-9 TRAINING – NOT SEPARATELY PRICED AND INLCUDED IN AIRCRAFT PRICE

(a) The Contractor shall provide initial aircrew training in Part 142 certified training center for multiengine qualified aircrew resulting in a type rating. Maintenance personnel shall receive OEM factory training. The Contractor shall perform training as ordered IAW the schedule of items. Training schedules shall be mutually agreed to by the Government and Contractor. Each class offering shall be for up to five (5) students unless otherwise requested. The Contractor shall provide a Trainee and Training Completion Report upon the completion of each training course taught by the Contractor.

(b) The Contractor shall provide each student with one copy of the applicable training materials. All materials shall be tailored to the Government aircraft configuration. Materials shall include training syllabi, curriculum outlines, training manual/student study guide, and media packages.

(1) Aircrew Training

(i) Pilot training will be based on the FAA approved syllabus. Initial Loadmaster Training shall consist of a ground school class at the Contractor's facility. Contractor shall propose recommended scope of training for Forest Service missions

(2) Maintenance Technician Training

(i) The Contractor shall develop, as necessary, and conduct, as required, initial cadre organizational-level maintenance courses for mechanics and technicians. Each of the courses shall include integrated classroom and Hands-On Training at the contractor's facility. The following courses are a general outline of what shall be available: (B1) Airframes and Propulsion, (B2) Avionics and Electrical; or equivalent.

(3) Electronic Maintenance Documentation and Tracking System Training

(i) The Contractor shall develop as necessary and conduct, as required, EMDTS training for Government maintenance personnel if such a system is offered. Training will include the procedures for all aspects of the day-to-day utilization of the System.

B-10 REFERENCE PUBLICATIONS

(a) The following references / publications may be used to guide the Contractor in establishing a Structural Integrity Program (SIP):

(1) NTSB Safety Recommendations A-04-29, 30 and 31, 23 April 2004

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- (2) Blue Ribbon Panel: Federal Aerial Firefighting: Assessing Safety and Effectiveness, December 2002
- (3) 14 CFR, Code of Federal Regulations Aeronautics and Space
- (4) DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011
- (5) AC 91- 56B Continuing Structural Integrity Program for Large Transport Category Airplanes, 2008
- (6) AC 91- 82A - Fatigue Management Programs for In-Service Issues, 2011
- (7) AC 25.571-1D, Damage Tolerance and Fatigue Evaluation of Structure, 2011
- (8) AC 26-1, Part 26, Continued Airworthiness and Safety Improvements, 12/3/07
- (9) For information on CDF file format view documentation at:
<http://cdf.gsfc.nasa.gov/html/FAQ.html>.

**SECTION C
CONTRACT CLAUSES**

C-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

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

The following Clauses are incorporated by Reference:

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.211-6 – BRAND NAME OR EQUAL (AUG 1999)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

C-2 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (MAY 2015)

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

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

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

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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CONTRACT CLAUSES**

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT, banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management,

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or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

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(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

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

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred

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the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements),

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execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C-3 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-5) (SEP 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (SEP 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 (JUN 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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 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 (JUN 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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (OCT 2015) 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 (NOV 2011) (15 U.S.C. 637(a)(14)).

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- (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. 657f).
- (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 (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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.)

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- (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 Television (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13696).
- (45) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (46) (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.
- (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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(49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(52) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(53) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (JUL 2013) (31 U.S.C. 3332).

(55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

[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 (MAY 2014) (41 U.S.C. chapter 67.).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

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- (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) (E.O. 13658).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792).
- (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).
- (xi) (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 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.)
- (xiii) 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)
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 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.

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(xviii) 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.

C-4 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988)

The effective period of this contract is from date of Award through 7 years from date of Award.

Definitions: 1. Effective Period of the Contract – the timeframe in which an order can be placed (aka ordering period) – seven years; 2. Period of Performance – the timeframe the contractor is authorized to perform under this contract – ten years.

C-5 ORDERING (FAR 52.216-18) (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 7 years from date of 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 if authorized in the Schedule.

C-6 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 aircraft and all associated support, 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 in excess of 7 aircraft, including relevant options and all associated support;

(2) Reserved; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C-7 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of 1 aircraft and all associated support but not in excess of 7 aircraft, relevant options and all associated support with the minimum up to the maximum aircraft ordered.

C-8 INDEFINITE QUANTITY (FAR 52.216-22) (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 10 years from award.

C-9 ORDERING. THE FOLLOWING IS ADDED:

(a) Individuals Authorized to Order under the Contract

(1) Contracting Officers from the US Forest Service, Incident Support Branch with adequate Certificate of Appointment to cover the value of the order via task orders.

(b) Orders for Service

(1) Task Orders under this contract shall consist of orders issued via SF1449.

(c) Options

(1) Options may be exercised from date of award through 31 December 2026.

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C-10 DELIVERY SCHEDULE

(a) Due to the nature of the variable delivery schedule involved with a contractor's aircraft production line and the variable ordering involved in this IDIQ type contract, the contractor will provide a mutually agreed upon aircraft delivery schedule at the time of each delivery order. In any case, the final aircraft delivery date cannot exceed 10 years from the original award of the contract.

(b) DELIVERY LOCATION (AGAR 452.247-70) (FEB 1988)

Shipment of deliverable items, other than reports, shall be to: USDA FOREST SERVICE, 2900 SPRUCE STREET, HANGAR 1071, MCCLELLAN CA 95652.

C-11 ADDENDUM TO 52.212-4(a) INSPECTION/ACCEPTANCE – THE FOLLOWING IS ADDED

(a) Multiple in-process inspections may be performed by the government during the manufacture of each aircraft and any optional modification ordered through this contract.

(b) Each aircraft will be inspected by Forest Service Aviation Maintenance/pilot Inspectors via ground test and flight test flown by Forest Service Pilots prior to acceptance by the government. The Contractor will be responsible for all flight costs associated with the inspections.

(c) All Reports and Records required by Section B must be provided prior to acceptance by the government.

(d) INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract ADD LOCATION FOR ACCEPTANCE – TBD.

C-12 ADDENDUM TO FAR 52.212-4 (G) INVOICES

Invoices in support of the US Forest Service shall be submitted to the following:

The Contractor must follow the instructions on how to register and submit invoices via the Department of Treasury's Internet Payment Platform (IPP) as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic invoice processing platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure the offeror's company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish an account.

C-13 ADDEMDUM TO 52.212-4(O) WARRANTY – THE FOLLOWING IS ADDED

If an offeror does not provide the RDS system, the Government desires to have an extended warranty on the aircraft to cover the duration of time from the delivery of the aircraft to the certification of the aircraft complete with an operational RDS system, capable to perform the Airtanker mission.

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C-14 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

C-15 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at the Contractor's facility or other locations acceptable to both parties.

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C-16 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JUL 2010)

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

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

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

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

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 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." Your response is due within 60 calendar days after receipt of the CPAR.

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

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

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

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

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

C-17 DUTY-FREE ENTRY (FAR 52.225-8) (OCT 2010)

(a) Definition. “Customs territory of the United States” means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$15,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the—

- (i) Foreign supplies;
- (ii) Estimated amount of duty; and
- (iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor’s notification.

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- (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if—
- (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
 - (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—
- (1) Delivery address of the Contractor (or contracting agency, if appropriate);
 - (2) Government prime contract number;
 - (3) Identification of carrier;
 - (4) Notation “UNITED STATES GOVERNMENT, US Forest Service Duty-free entry to be claimed pursuant to Item No(s) **TBD with ORDER** [from *Tariff Schedules*] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.”;
 - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
 - (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to—
- (1) Consign the shipment as specified in paragraph (g) of this clause;
 - (2) Mark all packages with the words “UNITED STATES GOVERNMENT” and the title of the contracting agency; and

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(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the—

- (1) Foreign supplies;
- (2) Country of origin;
- (3) Contract number; and
- (4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if—

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.

C-18 DUTY FREE ENTRY ADDENDUM

Supplies (excluding equipment) for Government-operated vessels or aircraft may be withdrawn from any customs-bonded warehouse, from continuous customs custody elsewhere than in a bonded warehouse, or from a foreign-trade zone, free of duty and internal revenue tax as provided in 19 U.S.C. 1309 and 1317.

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DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS

D-1 - DOCUMENTS

1. Appendix 1: Acronyms (3 pages)

D-2 - EXHIBITS

1. Retardant Delivery System (RDS) modification (7 pages)
2. Passenger Seating System STC (1 page)
3. OLM Data “.cdf” File Format (example) (1 page)

D-3 - ATTACHMENTS

1. Airtanker Modernization Equipment Price Spreadsheet (2 pages)
2. Specification Compliance Checklist (24 pages)
3. Life Cycle Cost Analysis Input Form Spreadsheet (6 pages)

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D-1 DOCUMENTS

APPENDIX 1 - ACRONYMS

ACA	Associate Contractor Agreement
AD	Airworthiness Directives
ADS-B	Automatic Dependent Surveillance - Broadcast
AFF	Automated Flight Following
AGL	Above Ground Level
ALS	Airworthiness Limitation System
AMVSIP	Airtanker Mission Validation and Structural Integrity Program
ATU	Additional Telemetry Unit
AUX	Auxiliary
CFR	Code of Federal Regulations
CO	Contracting Officer
CO2	Carbon Dioxide
COCO	Contractor Owned Contractor Operated
CPCP	Corrosion Prevention Control Program
CTCSS	Continuous Tone-Coded Squelch System
CVR	Cockpit Voice Recorder
DME	Distance Measuring Equipment
ECS	Environmental Control System
ESS	Engineering Support Services
ELT	Emergency Locator Transmitter
EWIS	Electrical Wiring Interconnection System
FAA	Federal Aviation Administration
FDR	Flight Data Recorder
FMS	Flight Management System
GIDEP	Government Industry Data Exchange Program
GMT	Greenwich Mean Time
GPC	Gallons Per 100 Square Feet
GPM	Gallons per Minute
GPS	Global Positioning System
GPWS	Ground Proximity Warning System
Hg	Mercury
Hz	Hertz
IAB	Interagency Airtanker Board
IAW	In Accordance With

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ICA	Instructions for Continued Airworthiness
ICS	Intercom System
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
ISA	International Standard Atmosphere
KHz	Kilohertz
KIAS	Knots Indicated Air Speed
LPV	Localizer Performance with Vertical Guidance
LSS	Logistics Support Services
LUMP	Low Utilization Maintenance Program
MAFFS	Modular Airborne Firefighting System
MFD	Multi-Functional Display
MHz	Megahertz
MMEL	Master Minimum Equipment List
MSG	Maintenance Steering Group
MSL	Mean Sea Level
MTSD	Multifunctional Touch Screen Display
NAV	Navigation
NFDRS	National Fire Danger Rating System
NFFL	National Forest Fire Laboratory
NFPA	National Fire Protection Association
NFS	National Forest System
NIICD	National Interagency Incident Communications Division
NM	Nautical Mile
NRE	Non-Recurring Engineering (NRE)
NSP	National Strategic Plan
NTSB	National Transportation Safety Board
NVIS	Night Vision Imaging System
OEM	Original Equipment Manufacturer
OLM	Operational Loads Monitoring
PA	Public Address
PED	Personal Electronic Device
PFD	Primary Flight Display
PDM	Programmed Depot-Level Maintenance
PIC	Pilot In Command

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PMR	Program Management Review
PSE	Principle Structural Elements
PTT	Push to Talk
RDS	Retardant Delivery System
SAE	Society of Automotive Engineers
SIC	Second in Command
SID	Structural Inspection Document
SIP	Structural Integrity Program
SD	Secure Digital
SOW	Statement of Work
SSID	Supplemental Structural Inspection Document
STC	Supplemental Type Certificate
TACAN	Tactical Air Navigation
TAS	Traffic Advisory System
TAWS	Terrain Awareness and Warning System
TBD	To Be Determined
TCAS	Traffic Collision Avoidance System
TCDS	Type Certificate Data Sheet
TIA	Telecommunications Industry Association
T-PED	Transmitting Portable Electronic Device
TSO	Technical Standard Orders
U.S.	United States
USDA	U.S. Department of Agriculture
USFS	U.S. Forest Service
VHF-AM	Very High Frequency (VHF) - Amplitude Modulation
VHF-FM	VHF - Frequency Modulation
VOR	VHF Omnidirectional Range
VOX	Voice Activated
VSWR	Voltage Standing Wave Ratio
WAAS	Wide Area Augmentation System
WGS-84	World Geodetic System 1984

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D-2 EXHIBITS

EXHIBIT 1 - RETARDANT DELIVERY SYSTEM (RDS) REQUIREMENTS - OPTION

Each aircraft, for which this Option is exercised, shall be delivered with a Retardant Delivery System (RDS) certificated on the aircraft FAA Type Certificate Data Sheet (TCDS) or certificated by Supplemental Type Certificate (STC) and shall meet the following requirements:

(a) General Information:

(1) The purpose of the Retardant Delivery System (RDS) is to safely and effectively hold and dispense liquids with varying compositions and physical properties during flight to assist in wildfire management and suppression. The liquids must be dispensed with precision and control in order to meet the many tactical objectives of aerial wildland firefighting. The liquid dispensed from the RDS during flight undergoes a breakup process during freefall and reaches the target fuels in droplets, which coat the fuels and provide a protective inhibitor to sustained combustion. The breakup process is inherently difficult to accurately simulate, but the major physical mechanisms that govern it are well understood. Careful design of the RDS dispensing system has been proven to enhance the quality of the liquid dispersion and deposition process, which results in greater effectiveness and efficiency for the aerial firefighting mission. The following information is based on lessons learned from past dispensing system tests, as well as predictions of capability enhancements that have not yet been tested.

(2) Effectiveness and efficiency of the RDS dispersion and deposition are affected by many factors. The standard method of measuring effectiveness and efficiency is through drop testing, which is described by the publication "How to Conduct Drop Tests of Aerial Retardant Delivery Systems" (available online at <http://www.fs.fed.us/rm/fire/pubs/pdfpubs/pdf04572813/pdf04572813dpi300.pdf>). While drop testing ensures a controlled environment where tank developers have abundant opportunities to assess and adjust for any adverse impacts to flight handling from RDS operation, the operational environment is different. If, for example, an RDS is designed to have a consistent center of gravity when empty and when full, but lateral movement of fluid within the tank during release causes the center of gravity to shift significantly, pilots may find the aircraft more difficult to handle during downhill drops, which are common during operations but not part of drop testing.

(b) General Requirements:

(1) The RDS shall be designed and integrated into the aircraft in order to receive an FAA Supplemental Type Certificate, be a new manufactured, modular design with a minimum dispensable payload capacity of 3,000 U.S. gallons, and shall not limit aircraft operations or performance (does not include cabin pressurization when tank is loaded). The design shall minimize retardant discharge re-entering the aircraft environment and not require the use of existing aircraft external doors and windows, which shall remain closed during retardant discharge.

(2) Hardware shall conform to an accepted Government or industry standard such as Army/Navy (AN), NAS and "Military Spec (MS) parts to the maximum extent possible. When non-standard parts and/or materials not conforming to the AN, NAS, or MILSPEC

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standards are required, parts and/or materials shall be selected which will not compromise design integrity and that are acceptable for aircraft use. When non-standard parts and/or materials not conforming to the AN, NAS, or MILSPEC standards are required for use, those parts shall be identified on the applicable assembly drawing parts and/or materials lists and shall not be proprietary.

(3) The RDS materials and design shall maximize corrosion resistance to water and chemicals commonly found in aerial firefighting liquids. Information regarding chemicals commonly found in aerial firefighting liquids at <http://www.fs.fed.us/rm/fire/wfcs/lt-ret.htm>.

(4) All RDS wiring shall be designed in accordance with Society of Automotive Engineers (SAE) AS50881 standards. All electrical power requirements will be from existing aircraft busses with all circuit breakers collocated.

(5) All RDS flight deck indicators and controls shall be Night Vision Goggles (NVG) class B type 1 and 2 systems compatible.

(c) RDS Design and Aircraft Integration:

(1) The RDS shall comply with the aircraft Original Equipment Manufacturer (OEM) approved normal weight limitations and center of gravity (CG) configuration. RDS installation shall not interfere with aircraft environmental systems. Any modifications should cause negligible change in flight characteristics, published aircraft limitations, or airspeed envelopes (i.e. stall speed, gear speed, etc.).

(2) The RDS tank shall be designed as a single volume tank baffled to control surge/sloshing sufficient to ensure retardant movement does not change flight characteristics or CG. The tank's center of mass shall be positioned over the release doors in static condition. Internal tank volume shall include ullage over the maximum retardant capacity to ensure at least six inches of air gap between full retardant level and top of tank structure. The RDS must incorporate a tank overflow/overpressurization prevention and monitoring system with a display visible to the pilot and copilot on the flight deck.

(3) No portion of the tank, except for the bottom and top, will have horizontal surfaces. The retardant tank interior shall not include structures such as shelves or lateral segments that impede the free flow of any amount of retardant out of the doors at any time during a release.

(d) The RDS shall be designed into separate groups:

(1) Group A shall consist of permanently installed components.

(2) Group B shall consist of all components that must be removed to return the aircraft to full cargo multi-mission capability. If tank can remain inside the aircraft while meeting all other missions, the Group B components can remain.

(3) The RDS design shall allow removal and reinstallation of Group B components through an existing aircraft cargo ramp to the ground and may use a cargo winch system. Other than a winch, removal and reinstallation of Group B components shall not

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require any mechanized heavy lifting device. (if required to be removed for multi-mission use).

(4) Following the manufacturers procedures, the removal/or installation of Group B components shall not take more than 24 total man-hours and no more than 6 hours of elapsed time from start to fully mission capable.

(5) When all Group B components are removed from the aircraft, the reinstalled floor shall have the original strength, functionality, and cargo area dimensions.

(6) The tank mass shall be minimized to achieve a safety factor in the range of 1.5-1.6 for following cases: 9.0 G's forward, 1.5 G's aft, 1.5 G's lateral, 4.5 G's down, and 2.0 G's up.

(7) The RDS, modified aircraft structure, and unmodified aircraft structure with altered loading due to RDS modification and installation shall have a damage tolerant life of at least 20,000 flight hours and a durability life of 40,000 flight hours.

(8) These requirements do not apply to areas of the aircraft that are unmodified/unaffected by the RDS modification but are affected when the aircraft is utilized to perform the RDS missions. It is understood that existing areas of the aircraft such as the wing cannot meet these life requirements when performing RDS missions. Detailed data for the airtanker mission profiles can be found in DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011.

(e) RDS Door Design and Modulation

(1) Door design, geometry, and modulation have the most significant controllable influences on the effectiveness and efficiency of airtankers. Similar type aircraft have been drop tested with different door designs, controls and modulation routines, and the lessons learned are incorporated into FS tank design guides (for copies, contact the US Forest Service Aerial Delivery Program at 909-599-1267). The RDS door is defined as any opening required to disperse retardant during a firefighting mission.

(2) The RDS door shall incorporate requirements defined in Section VII A.5.d and e of the Interagency Airtanker Board (IAB) Procedures 2013.

(3) The RDS door shall modulate flow rate.

(4) The RDS doors, in the open and closed positions, shall not induce sonic fatigue and/or flutter of any of the RDS structure, modified aircraft structure, or unmodified aircraft structure within the normal operating envelope of the aircraft.

(5) RDS door geometry shall minimize the aspect ratio (opening max width compared to opening length), such that the retardant presents a narrow cross-section to the air stream.

(6) Group A components and closed doors shall not strike the ground during landing with full landing gear strut compression and flat tire(s).

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(f) RDS Drop Controller:

(1) The RDS drop controller shall meet the requirements defined in Section VII A.5 of the IAB Procedures 2013. As an interface device, the RDS is expected to adhere to industry design and performance standards in addition to the specific performance factors listed below.

(2) The drop controller shall provide integration and functionality with RDS and interfaces at a performance and compatibility standard commensurate with commercially available Programmable Logic Controller solutions that have proven success in the retardant delivery mission, such as the Moog M3000 family of industrial motion controllers and provide commonality with existing aircraft retardant delivery systems.

(3) The RDS drop controller actuation shall be by means of momentary drop switches located on both pilot's and copilot's control yokes. The drop switches shall be guarded against inadvertent activation.

(4) The RDS controller shall utilize a color Multifunctional Touch Screen Display (MTSD) positioned within clear view and easy reach of pilot and copilot.

(5) The RDS controller shall perform a programmed release configuration as long as primary drop switch is actuated.

(6) The RDS shall operate as designed with tank either full or empty when in ground test mode.

(7) The RDS drop controller shall incorporate means to store and transmit in real time, process information related to RDS state and performance, including but not limited to liquid volume in the tank, state and activity status of the system's controls and indicators, any fault conditions, and any aircraft-specific information monitored by the RDS drop controller. The transmission may be achieved through wired or wireless communication, provided that the selected communication method is compatible with the aircraft's electromagnetic interference requirements.

(8) The RDS drop controller shall include a diagnostic interface that enables detailed, real-time process monitoring; control routine reprogramming; data download; and any other functions required to maintain or improve system performance. The interface preferably operates on a commercial, off-the shelf laptop or tablet.

(9) Drop controller indicator shall include the additional parameters of any fault conditions; controller GPS input status; emergency dump system status; and spill management leak detection events.

(10) The RDS drop controller shall provide means to reconfigure the control panel's pilot interface, including drop type selections and tank status information displayed, without requiring re-certification of the control panel installation.

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(g) RDS Leakage:

(1) The RDS leakage limits shall meet the requirements defined in Section VII A.1 of IAB Procedures 2013.

(h) RDS Emergency Dump:

(1) The RDS emergency dump operations shall meet the requirements defined in Section VII A.2 of the IAB Procedures 2013. After emergency dump activation, if the aircraft state permits return of normal tank system status, the system shall permit full functionality, including closing of the release doors.

(i) RDS Fill Rate and Distribution:

(1) The RDS fill rate and distribution design shall meet the requirements defined in Section VII A.3 of the IAB Procedures 2013 and the requirements listed below:

(i) The fill port camlock fittings shall be accessible to retardant loading personnel without a ground handling stand or ladder.

(ii) The fill port camlock fittings shall be mounted horizontally, or no greater than 30 degrees from horizontal.

(iii) A placard installed on aircraft near tank fill gauge and visible to loading crew during loading operation shall show maximum allowed load in gallons and pounds.

(j) RDS Offloading:

(1) The RDS fill rate and distribution design shall meet the requirements defined in Section VII A.6 of the IAB Procedures 2013.

(k) RDS Spill Management:

(1) The RDS fill rate and distribution design shall meet the requirements defined in Section VII A.7 of the IAB Procedures 2013 and the requirements.

(l) RDS Ground Pattern Performance:

(1) The RDS shall modulate the door opening and/or release rate to achieve the maximum drop pattern efficiency achievable at any desired coverage level. Drop testing has shown that maintaining a constant flow rate throughout the release provides a more efficient, effective pattern than not regulating flow. It is possible that regulating flow rate in a manner that is not constant (for instance, increasing flow rate if the aircraft's altitude or airspeed increase during the release) could provide additional efficiency, although drop testing has never been attempted to verify or quantify the effect. The RDS performance shall meet the requirements defined in Section VII B of the IAB Procedures 2013 and the requirements listed below:

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- (i) The aircraft's RDS shall be capable of delivering fractions of the total retardant load carried. At a minimum, the RDS shall be capable of delivering loads in portions of halves and either thirds or quarters.
 - (ii) The RDS shall be capable of accurately starting and stopping delivery at any point when commanded by the flight crew.
 - (iii) Fractional volumes measured during qualification testing shall be within 25 percent of the expected volumes.
 - (iv) For all fractional loads required, the average flow rates measured during the release shall match those measured during the corresponding full volume release for the same coverage level (or flow rate) setting.
 - (v) All coverage level or flow rate settings available for full-volume releases shall be available for all fractional loads.
 - (vi) The aircraft's RDS shall be capable of regulating and restricting retardant flow out of the reservoir, while maintaining level flight, so that the incremental flow rate during the middle 80% of the release does not vary by more than 10% from the average flow rate measured for the entire drop volume.
 - (vii) For releases lasting less than three seconds, the average and incremental flow rates shall not include flow rate for the first 20% of the total volume.
- (m) RDS Technical Support:
- (1) The RDS shall include a plan for the installation of the RDS. The plan shall include all aspects of development of the system including drawings, engineering support, manufacturing, and CAD drawing of the tanking system installation with arm, movement, and center of gravity of the aircraft.
 - (2) Technical Manuals: All technical publications required to inspect, repair, maintain and operate the RDS shall be provided with the delivery of each installed RDS system, with a second subscription provided with the first, fourth and seventh aircraft delivery. This includes Maintenance manuals, Illustrated Parts Breakdowns, Repair Manuals Service Bulletins, Wiring Manual (to include wiring diagrams) Instructions for continued airworthiness (ICAs) and the RDS shall include an FAA approved flight manual supplement that describes the operation of the retardant/suppressant system.
 - (3) The RDS shall include a weight and center of gravity report on the all RDS components, including removable equipment of the retardant/suppressant system. The report shall examine the retardant/suppressant system alone in the empty and uncharged condition (ready for storage/transport). All components that are disassembled and intended to be stored separately shall be analyzed separately.
 - (4) The RDS shall include a Corrosion Prevention and Control Program designed to minimize aircraft and RDS component corrosion. The CPCP will incorporate specific inspections and maintenance required by the use of long term fire retardant based on <http://www.fs.fed.us/rm/fire/wfcs/lt-ret.htm>.

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(5) Unlimited Rights Data: The Government shall have Unlimited rights data for the engineering technical data package in order to manufacture RDS parts should the RDS manufacturer be unable to.

(n) Additional Telemetry Unit (ATU):

(1) Additional Telemetry Units shall be powered by the aircraft's electrical system and operational in all phases of flight.

(2) The ATU must report tank door open, gallons dropped, and tank door close events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed and Heading) following the same data format as the AFF requirement. Depending on the tank system, additional data may be requested such as pump on/off and coverage level after ground speed adjustment.

(3) The ATU data must be available to the government in near real time. A subscription service shall be maintained through the AFF equipment provider allowing AFF position reporting and ATU event data via the Government AFF program.

(4) Contact the AFF Program Manager for a list of systems known to meet the ATU requirements.

(o) Quality Assurance:

(1) To assure the success of the RDS option, an established third party certified AS 9100 quality management system shall be maintained for the system manufacture and installation.

(2) The Government shall have access to the records and data collected to demonstrate the suitability and effectiveness of the quality management system.

(3) The Government reserves the right to request corrective action if the quality system fails to meet objectives.

(4) The Government or its designated representative shall be allowed to periodically review the quality program.

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EXHIBIT 2 - PASSENGER SEATING SYSTEM STC REQUIREMENTS - OPTION

The aircraft, for which this Option is exercised, shall be delivered with a minimum of 40 airline style seats incorporated in a system certificated on the aircraft FAA Type Certificate Data Sheet (TCDS) or certificated by Supplemental Type Certificate (STC). The seats must be of a design that can be quickly installed and uninstalled in less than 2 hours.

(a) General Information:

- (1) Seat system shall comply with an FAA certified system, FAR 25.1447 for safety. Emergency egress instructions for the particular aircraft shall be provided for each seat position.
- (2) Seat system assembly is designed to restrain seats occupied by a 250 lb passenger per the load factors of FAR Part 25.561. All materials used in the construction of the seat pallet assembly for the aircraft shall meet the flammability requirements of FAR Part 25.853. The top surface of the seat pallet assembly is to be finished with a gray anti-slip coating.
- (3) All seats are installed on the pallets with fittings that allow for quick removal and installation and are arranged to provide the required minimum aisle width. Emergency procedure cards are provided for each seat, with instructions in English and International Symbols. Additionally, the seats shall be certificated under TSO-C39c. All seats are to be new (not "zero time" remanufactured seats).
- (4) The seating system shall have a water proof cover with storage provisions on the seating system when installed on the aircraft. Technical documentation supporting continued airworthiness of the seat system; repair manuals, illustrated parts breakdown, scheduled maintenance, weight and balance, and operator manual shall be provided.

(b) Seat Pallets Specifications:

- (1) Dimensions: 108 inches wide by 88 inches long by 2.5 inches high
- (2) Approximate Weight: 485 pounds without seats; 1,150 pounds with seats
- (3) G-Load Rating: 9.0G forward, 2.0G up, 4.5G down, 1.5G aft
- (4) Restraint System Compatibility: 108.0-inch-wide 463L-type cargo handling systems

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EXHIBIT 3 - OLM DATA “.CDF” FILE FORMAT (EXAMPLE)

Table 1 Data Output Format																	
Channel Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Channel Description	Date and Time in GMT (GPS)	Latitude (GPS)	Longitude (GPS)	Altitude (GPS)	Ground Speed (GPS)	Vertical Speed (GPS)	Heading (GPS)	Vertical Accuracy (VDOP)	Horizontal Accuracy (HDOP)	Normal Acceleration (NZ)	Longitudinal Acceleration (NX)	Lateral Acceleration (NY)	Pitch	Pitch Rate	Roll	Roll Rate	Yaw Rate
Units	yyyymmdd_GMT	Decimal Degrees	Decimal Degrees	Feet	Knots	Feet per Minute	Degrees			G Force	G Force	G Force	Degrees	Degrees per Sec.	Degrees	Degrees per Sec.	Degrees per Sec.
Table 2 Data Output Format																	
Channel Number	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
Channel Description	Pitot Pressure	Static Pressure	Outside Air Temperature	Altitude (Static Pressure)	Cabin Pressure Differential	Indicated Airspeed	Equivalent Airspeed	True Airspeed	Avionics On/Off	Engine Start (one engine oil pressure)	Weight On Wheels	Flap Position	Fuel Quantity	Aircraft Gross Weight	Retardant Quantity	Speed Brake / Spoiler Position	Tank Door Actuation (All Doors)
Units	Inches Hg	Inches Hg	Degrees C	Feet	PSI	Knots	Knots	Knots	Discrete	Discrete	Discrete	Degrees	Lbs.	Lbs.	Lbs.	Degrees	Discrete
Table 2 Data Output Format																	
Channel Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Channel Description	Date and Time in GMT (GPS)	Latitude (GPS)	Longitude (GPS)	Altitude (GPS)	Ground Speed (GPS)	Vertical Speed (GPS)	Heading (GPS)	Vertical Accuracy (VDOP)	Horizontal Accuracy (HDOP)	Normal Acceleration (NZ)	Longitudinal Acceleration (NX)	Lateral Acceleration (NY)	Pitch	Pitch Rate	Roll	Roll Rate	Yaw Rate
Units	yyyymmdd_GMT	Decimal Degrees	Decimal Degrees	Feet	Knots	Feet per Minute	Degrees			G Force	G Force	G Force	Degrees	Degrees per Sec.	Degrees	Degrees per Sec.	Degrees per Sec.
Channel Number	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
Channel Description	Pitot Pressure	Static Pressure	Outside Air Temperature	Altitude (Static Pressure)	Cabin Pressure Differential	Indicated Airspeed	Equivalent Airspeed	True Airspeed	Avionics On/Off	Engine Start (one engine oil pressure)	Weight On Wheels	Flap Position	Fuel Quantity	Aircraft Gross Weight	Retardant Quantity	Speed Brake / Spoiler Position	Tank Door Actuation (All Doors)
Units	Inches Hg	Inches Hg	Degrees C	Feet	PSI	Knots	Knots	Knots	Discrete	Discrete	Discrete	Degrees	Lbs.	Lbs.	Lbs.	Degrees	Discrete

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D-3 ATTACHMENTS

ATTACHMENT 1 - AIRTANKER MODERNIZATION EQUIPMENT PRICE SPREADSHEET

Insert AT Mod Equipment Price spreadsheet here, found under separate file.

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ATTACHMENT 2 – SPECIFICATION COMPLIANCE CHECKLIST

Insert Specification Compliance Checklist here, found under separate file.

**SECTION D
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ATTACHMENT 3 – LIFE CYCLE COST ANALYSIS INPUT FORM

Insert Life Cycle Cost Analysis Input Form Spreadsheet here, found under separate file.

End of Section D

**SECTION E
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E-1 GENERAL INFORMATION

(a) 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 in conjunction with FAR part 15, Contracting by Negotiation.

(b) If offerors wish to compete for the contract described in Sections A through D of this RFP, offerors must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

E-2 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001)

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

Contract line item(s): ALL ITEMS

--NAICS Code: 336411

--Size Standard: 1,500 Employees

E-3 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1) (OCT 2015) (TAILORED)

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

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers submitted must be on Standard Form 1449 and as a minimum, offers must show –

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed by the offeror;

(2) Part I – Business Proposal to include offerors completed Schedule of Items pricing found in D-3, Attachment 1 - Equipment Price Spreadsheet and the life cycle analysis report provided through the Conklin & de Decker total Life Cycle Cost software and analysis;

(3) Part II – Technical Proposal to include a technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(4) A completed Specification Compliance Checklist (found in D-3, Attachment 2), a summary checklist showing compliance of the requirements and where in the proposal offerors have explained their compliance;

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(5) A list of previous work completed similar to the work contemplated under this contract over the past three years with references and accurate contact information for the references provided. The Contractor may use any format to provide the information requested, provided adequate information is provided to perform an evaluation of organizational past performance;

(6) Terms of any express warranty;

(7) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(8) Acknowledgment of Solicitation Amendments;

(9) Offers that fail to furnish required representations, required information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(10) A completed copy of paragraph E-6 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (FAR 52.222-56) (MAR 2015). If the clause is completed electronically on SAM, the offeror is not required to submit the information.

(c) Instructions for the preparation of business and technical proposals:

(1) General Instructions:

(i) Proposals submitted in response to this solicitation shall be furnished in the following format and with the number of copies as specified below;

(ii) The proposal must include a Part I - Business Proposal and Part II - Technical Proposal. Each of the parts shall be separate and complete so evaluation of one may be accomplished independently from evaluation of the other.

(iii) The Government will evaluate proposals in accordance with the evaluation criteria specified in Section E-4 of this solicitation;

(2) Part I – Business Proposal Instructions:

(i) The Business Proposal shall include but is not limited to:

(A) The Signed Offer (SF-1449);

(B) Completed Attachment D-3, Attachment 1 – Equipment Price spreadsheet;

(C) Completed Attachment D-3, Attachment 3 Life Cycle Cost Analysis Input Form Spreadsheet; and

(D) Organizational financial reports showing fiscal ability to perform on this effort. This information provided will be used to assist in the

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Contracting Officer's responsibility determination as required by FAR 9.104-1.

(E) All representations and certifications by FAR 52.212-3 and 52.222-56.

(ii) Specify the financial capacity, working capital and other resources available to perform these services without assistance from any outside source. References from Financial Institutions are recommended. This information provided will be used to assist in the Contracting Officer's responsibility determination as required by FAR 9.104-1.

(3) Part II – Technical Proposal Instructions:

(i) The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Solicitation. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the equipment, performance, and quality of workmanship for achieving the objectives of the specifications/performance/scope of work.

(ii) The technical proposal must not contain reference to cost.

(iii) The Technical Proposal shall include but is not limited to:

(A) Completed D-3 Attachment 2 – Specification Compliance Checklist;

(B) Proposed delivery schedule for initial order stated in months from contract award. Subsequent aircraft, relevant options and associated support stated in months from receipt of delivery order.

(C) Past Performance. For each relevant contract, during the last (3) years, the Offeror is requested to provide the following:

(1) Agency/Company and customer contact point (name and telephone number);

(2) Period of performance;

(3) Contract number or reference number;

(4) List any non-compliance actions taken against the offeror's company and explain how the actions were resolved and address how the offeror's company plans to mitigate these non-compliant actions in the future, and

(5) Provide past performance information as specified above for any sub-contractors planned for major modifications.

(D) Quality Assurance. Established third party certified AS 9100 quality management system shall be maintained. The Government shall have

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access to the records and data collected to demonstrate the suitability and effectiveness of the quality management system.

(4) 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.

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

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

(i) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(ii)

(A) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

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

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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

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

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

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

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

(d) Contract award. The Government intends to evaluate offers and reserves the right to award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(e) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(f) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

E-4 EVALUATION - COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014)

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

- (1) Offer Acceptability
 - (i) Assent to Solicitation Terms
 - (ii) Mandatory Documentation Package
- (2) Options
 - (i) RDS
 - (ii) Seating System
- (3) Delivery Schedule
- (4) Technical Capability
- (5) Organizational Past Performance
- (6) Evaluated Price

(b) Offer Acceptability. The Government must deem offers to be acceptable to consider them for award. However, offeror's may have the opportunity to make their proposals acceptable through discussions, if conducted. Award may be made on initial proposals or upon conclusion of

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discussions, should discussions be held. The Government will base determinations of offer acceptability on the following two sub factors:

(1) Assent to Solicitation Terms. The offeror's offer must assent to all terms of this request for proposal and must provide all information requested. The offeror's offer will be unacceptable if any exception is taken to any term of this solicitation.

(2) Mandatory Documentation Package. The offeror's offer must support the certification and specifications. Failure to support certifications and specifications shall make the offeror's offer unacceptable.

(c) Options. The Government will base its evaluation on the offeror's offer pursuant to the following sub factors:

(1) The inclusion of the RDS.

(2) The inclusion of the seating system.

The RDS and seating system are both of importance to the USFS as such including these options as part of the offeror's proposal will receive a more favorable evaluation. The evaluated price of Options is discussed below.

(d) Delivery Schedule. Aircraft delivery lead times are of importance to the Government and as such aircraft delivery between 24 and 36 months from award (initial or task order) shall receive a more favorable evaluation. The Government will base its evaluation on the calculated notional quantities evaluation total of days outside of the optimal delivery proposed. Offerors' delivery schedules, for aircraft delivery, less than 24 months or in excess of 36 months from date of award, will receive a less favorable evaluation commensurate with amount of time it is delivered prior to or past the optimal delivery period. The optimal delivery window is 2 to 3 years or 730 days to 1,095 days from award. Aircraft delivery dates outside of the 730 days to 1,095 days, from date of award will not be considered optimal and a day will be added to the evaluation for each day (early or late) the aircraft is proposed to be delivered. The total days outside of optimal delivery for all aircraft, from each notional ordering quantity, will be added together and then averaged to determine the calculated evaluation total days.

(e) Technical Capability. The Government will base its evaluation on the technical capability of the offeror's proposal. The Government may provide an offeror with a more favorable evaluation based on the extent to which the stated capability exceeds the minimum requirement and to the extent the greater capability provides added value to the mission profiles. Offerors that propose capabilities that meet the minimum performance requirements shall specify those requirements in Section D-3, Attachment 2 – Specification Compliance Checklist. Additionally, in this attachment, offerors that propose capabilities that exceed the minimum performance requirements shall define the extent the requirement exceeds the minimum performance and explain the benefit to the mission profiles and the Government.

(f) Organizational Past Performance. The Government will evaluate an offeror's organizational past performance on the basis of information obtained from references and other sources, including any information on the offeror's company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will not consider past performance

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that occurred more than three years from the date of the original posting of this solicitation. Positive past performance will receive more favorable evaluations. Negative past performance will receive less favorable evaluations. Offerors with no previous past performance will receive a neutral evaluation.

(g) Evaluated Price. The Total Evaluated Price (TEP) will be determined by averaging three notional ordering quantities based on combining the appropriate pricing from the two pricing elements supplied in the proposal – Element 1 Equipment Price and Element 2 Lifecycle Cost Analysis.

The following details the pricing elements:

(1) Element 1 – Equipment Price:

(i) The Government will evaluate the offeror’s proposed equipment pricing, including the Technical Data Package, Spares Package, OLM elements and all options proposed, based on the pricing entered on the Airtanker Modernization Equipment Price Spreadsheet and submitted with the offeror’s proposal.

(2) Element 2 - Lifecycle Cost Analysis:

(i) The US Forest Service has determined that the total cost of fuel and all maintenance over the life of the new large air tanker (the Life Cycle Cost) is an important factor in determining which aircraft will serve the Forest Service best. To assist the Forest service in this analysis, Conklin & de Decker Associates will perform an independent analysis using a version of its Life Cycle Cost software. Each offeror for the new large air tanker contract will be required to provide fuel consumption data for its aircraft, as well as the following maintenance cost data and maintenance intervals:

(A) Flight Hour Cost and Labor Hours for maintenance of:

1. Wheels
2. Brakes
3. Tires
4. Minor scheduled inspections
5. Minor unscheduled work
6. Rotables

(B) Minor Check (“A” checks) labor hours and materials cost and interval

1. Scheduled portion
2. Unscheduled portion

(C) Major-Check (“4C”, “D”, “Depot Level”) labor hours and materials cost and interval

1. Scheduled portion
2. Unscheduled portion

(D) Engines, Thrust Reversers, Propellers cost and interval**

1. Remove/replace/re-install
2. Shop visit
3. Overhaul

(E) Landing Gear Overhaul cost and interval**

1. Remove/replace

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2. Overhaul

(F) APU Overhaul cost and interval**

1. Remove/replace
2. Overhaul

** If "On Condition" indicate statistical frequency of events per 1,000 Flight Hours and indicate cost per event.

- (ii) Offerors will provide their cost data by completing the Life Cycle Cost Analysis Input Form Spreadsheet found in Section D – Attachment 3 and including it with their proposal. The data will be entered into a version of the Conklin & de Decker Life Cycle Cost software to determine the total Life Cycle Cost for the aircraft. Conklin & de Decker will support the Government with Subject Matter Experts to review any data concerns. The appropriate lifecycle costs will be added to the offeror's TEP for evaluation purposes.

**(3) EVALUATION QUANTITIES--INDEFINITE-DELIVERY CONTRACT
(AGAR 452.216-72)(FEB 1988):**

- (i) To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs, if applicable.

(h) Proposals will be evaluated based on the non-price factors and the price factors. The non-price factors and their sub factors are listed in descending order of importance and when combined are significantly more important than price.

(i) Basis of Award. An award shall be made to an acceptable offer whose technical/price relationship is the most advantageous to the Government. In order to select the winning offeror, the Government will evaluate the offerors by comparing the differences in non-price evaluation factors and total evaluated price between the offerors. If one offeror has both the better evaluation factor rating and the lower evaluated price, then that offeror will be the better value. If one offeror has the better evaluation factor rating and a higher evaluated price, then the Government will decide whether the difference in evaluation factor rating is worth the difference in evaluated price. If the Government considers the better evaluation factor rating to be worth the higher evaluated price, then that offeror will be the better value. The Government will make comparisons among the offerors until the CO has decided which offeror represents the ultimate best value to the Government. A single award is anticipated to be made.

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

(k) 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.

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E-5 INQUIRIES (AGAR 452.204-70) (FEB 1988)

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

E-6 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (FAR 52.222-56) (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

E-7 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

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

E-8 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FAR 52.212-3) (OCT 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management

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(SAM) Web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

(a) Definitions. As used in this provision—

“Civil judgment” means--

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

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

“Forced or indentured child labor” means all work or service—

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

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

“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;

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- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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(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.

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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.

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of 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 <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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 (s) 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*

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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 is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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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.

(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 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 --

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(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 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]

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

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Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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(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

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Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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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 Product

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(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 is 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.

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

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

(2) Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (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

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(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);

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- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number 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.

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(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)