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SOLICITATION, OFFER AND AWARD

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

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2. CONTRACT NO.

3. SOLICITATION NO.

75-M-APHIS-02

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4. TYPE OF SOLICITATION

SEALED BID (IFB)

NEGOTIATED (RFP)

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5. DATE ISSUED

6/27/02

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6. REQUISITION/PURCHASE NO.

APWSWRND-0005-2

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7. ISSUED BY CODE: 6395

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

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8. ADDRESS OFFER TO

(If other than Item 7)

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

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SOLICITATION

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9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the Contracting Section, until 2:30 pm local time on July 12, 2002.

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

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10. FOR INFORMATION CALL:

A. NAME:  
José-Luis Gallagher

B. TELEPHONE NO.  
(Include Area Code)  
(NO COLLECT CALLS)  
(612) 370-2226

C. E-MAIL ADDRESS

jose.l.gallagher@usda.gov

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

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

SOLICITATION, OFFER AND AWARD

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OFFER(Must be fully completed by offeror)

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

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

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

|                             |                             |                             |                               |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| 10 CALENDAR DAYS<br>_____ % | 20 CALENDAR DAYS<br>_____ % | 30 CALENDAR DAYS<br>_____ % | ____ CALENDAR DAYS<br>_____ % |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|

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

| AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---------------|------|---------------|------|
|               |      |               |      |
|               |      |               |      |
|               |      |               |      |

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

SOLICITATION, OFFER AND AWARD

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

AWARD(To be completed by Government)

|                                   |            |                                  |
|-----------------------------------|------------|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
|-----------------------------------|------------|----------------------------------|

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

[ ] 10 U.S.C. 2304(c)( )                      [ ] 41 U.S.C. 253(c)( )

|   |         |
|---|---------|
| 23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified) | ITEM 25 |
|---|---------|

|   |   |
|---|---|
| 24. ADMINISTERED BY (If other than Item 7) CODE   _____ | 25. PAYMENT WILL BE MADE BY CODE   _____  <br><br>USDA, MRP-BS Payments Team<br>Butler Square, Fifth Floor<br>100 North Sixth Street<br>Mpls., MN 55403 |
|---|---|

|   |   |                |
|---|---|----------------|
| 26. NAME OF CONTRACTING OFFICER (Type or Print) | 27. UNITED STATE OF AMERICA<br><br>Signature of Contracting Officer | 28. AWARD DATE |
|---|---|----------------|

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

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) has a requirement for aerial distribution of oral rabies vaccine baits in areas of Ohio, Pennsylvania, West Virginia, Virginia, and Tennessee, in cooperation with related State agencies. It is estimated that approximately 21,000 contiguous square miles will be baited with 4.2 million rabies vaccine baits in an effort to halt and possibly contain the westward spread of raccoon-strain rabies.

B.2 SCHEDULE OF ITEMS

DESIGNATED BASES: Youngstown-Elser, Ohio  
 Summersville, West Virginia

Base Period: August 5, 2002 through September 30, 2002

| <u>Item No.</u> | <u>Description</u>                 | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|------------------------------------|------------|-------------|-------------------|--------------------|
| 1               | 3 multi-engine Aircraft            |            |             |                   |                    |
| (a)             | Flight Hour                        | 521        | HR          | \$ _____          | \$ _____           |
| (b)             | Flight Hour in Excess of 521 hours | Est.<br>50 | HR          | \$ _____          | \$ _____           |

Option Period 1: August 5, 2003 through September 30, 2003

| <u>Item No.</u> | <u>Description</u>                 | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|------------------------------------|------------|-------------|-------------------|--------------------|
| 2               | 3 multi-engine Aircraft            |            |             |                   |                    |
| (a)             | Flight Hour                        | 521        | HR          | \$ _____          | \$ _____           |
| (b)             | Flight Hour in Excess of 521 hours | Est.<br>50 | HR          | \$ _____          | \$ _____           |

Option Period 2: August 5, 2004 through September 30, 2004

| <u>Item No.</u> | <u>Description</u>                 | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|------------------------------------|------------|-------------|-------------------|--------------------|
| 3               | 3 multi-engine Aircraft            |            |             |                   |                    |
| (a)             | Flight Hour                        | 521        | HR          | \$ _____          | \$ _____           |
| (b)             | Flight Hour in Excess of 521 hours | Est.<br>50 | HR          | \$ _____          | \$ _____           |

Option Period 3: August 5, 2005 through September 30, 2005

| <u>Item No.</u> | <u>Description</u>                 | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|------------------------------------|------------|-------------|-------------------|--------------------|
| 4               | 3 multi-engine Aircraft            |            |             |                   |                    |
| (a)             | Flight Hour                        | 521        | HR          | \$_____           | \$_____            |
| (b)             | Flight Hour in Excess of 521 hours | Est.<br>50 | HR          | \$_____           | \$_____            |

Option Period 4: August 5, 2006 through September 30, 2006

| <u>Item No.</u> | <u>Description</u>                 | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|------------------------------------|------------|-------------|-------------------|--------------------|
| 5               | 3 multi-engine Aircraft            |            |             |                   |                    |
| (a)             | Flight Hour                        | 521        | HR          | \$_____           | \$_____            |
| (b)             | Flight Hour in Excess of 521 hours | Est.<br>50 | HR          | \$_____           | \$_____            |

**\*\*NOTE TO OFFERORS:** The flight hour unit price shall include all activities such as; ferrying, per diem, lodging, rental cars, etc.

**C.1 BACKGROUND**

Appalachian Ridge Oral Rabies Vaccination (ORV) Barrier

Raccoon-strain rabies continues to be a major public health and agricultural risk along the eastern coast of the United States into the Midwest. The first documented case of raccoon-strain rabies in Ohio occurred in 1996. In 1997, the Ohio Rabies Task Force, lead by the Ohio Department of Health, initiated an Oral Rabies Vaccination (ORV) program with the goal of creating a zone of vaccinated raccoons along the Ohio/Pennsylvania border, thereby halting the spread of the virus into Ohio. This program has proven successful and Ohio has remained "raccoon-strain rabies free" since the fall of 1999, except for one positive raccoon near the Pennsylvania border in November 2001. (This case is believed to be a raccoon dispersing from a non-vaccinated area in Pennsylvania.)

**C.2 SCOPE OF WORK**

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) plans to aerial distribute oral rabies vaccine baits in areas of Ohio, Pennsylvania, West Virginia, Virginia, and Tennessee, in cooperation with related State agencies. It is estimated that approximately 21,000 contiguous square miles will be baited with 4.2 million rabies vaccine baits in an effort to halt and possibly contain the westward spread of raccoon-strain rabies.

The effective period of the contract will be from date of award through September 30, 2002. It is anticipated that the ORV aerial distribution will begin August 5, 2002 and operate continuously until finished. Barring any unforeseen circumstances (weather, terrorist activities, etc.), this aerial distribution will take approximately 19 days to complete. The contract will have four unilateral 1-year renewal options to extend the term of the contract. The total duration of the contract including all options shall not exceed five years.

**C.3 STATEMENT OF WORK**

The contractor shall provide aerial dispersal services which shall include aircraft, pilots, vaccine delivery machinery, and flight engineers. This effort requires three (3) multi-engine aircraft, a minimum of six (6) pilots, necessary engineers, baiting machinery, and baiting support staff as necessary. In this Contract, "ORV baits" includes all vaccine used, its packaging and any bait matrix employed. ORV baits will be distributed by the Contractor on portions of Ohio, Pennsylvania, West Virginia, Virginia, and Tennessee at a baiting rate and flight line spacing to be agreed upon in advance by both parties. It is estimated that the baiting rate shall be 38 baits/linear km (60 baits/linear mile) and the flight line spacing shall be 0.5 km (.31 miles).

The ORV bait distribution project will consist of approximately 4.2 million rabies vaccine baits produced by Merial Ltd. of Athens, GA and supplied as Government Furnished Material. The Contractor and WS will cooperatively compile ORV baiting data during the ORV bait drop and will share that data one with the other.

Flight hours may vary throughout the contract period due to unforeseeable events, such as, reduced availability of ORV baits, program changes, or termination of the project. The estimated flight hours shown for the base period and options years represents the Government's best estimate of service requirements at the time of award. The quantities are based on historical barriers and projected expansion of the barrier. The Government reserves the right to adjust the quantities for each of the renewal option years of the contract at the time the option is exercised. Based on past ORV baiting programs in the States of Ohio, Pennsylvania, and West Virginia, it is estimated that 521 flight hours will be required for the base year of the contract, if the same criteria of aerial distribution is used.

The Contractor shall provide planes, pilots, supervision, labor, supplies (except ORV baits), services, facilitating equipment and associated materials required for the distribution of ORV baits in accordance with the "performance work statement" (PWS). The contract price shall include all costs associated with the performance of, any and all, aerial distribution services ordered under this contract for WS, including but not limited to, furnishing and transporting all, aircraft, contract personnel and equipment to and from worksites (two airport locations), providing aircraft, startup, pilots and engineers, certifications, insurance, licenses, permits, fees, general and administrative expenses, and other such costs normally required to perform the services specified herein.

It shall be the Contractor's responsibility to perform the services of this contract with direction and supervision from the Government's Contracting Officer's Representative (COR) or his/her authorized designee.

The Contractor shall deliver aircraft for use in the performance of this contract with qualified pilots, engineers, and baiting machinery, at the first airport designated by WS on August 5, 2002, or at a time specified by WS and be prepared to continue flight operations for a three (3) to six (6) week period of time. Delivery date of all the required aircraft to the specified airports will be negotiable with WS. Contractor will be prepared to move and operate from up to three (3) airport locations with no more than twenty-four (24) hours delay in operation between airports, including travel and setup time. Flight operations will be conducted seven (7) days a week and begin at sunrise and continue until sunset or until flight is terminated due to bad weather or other unforeseen circumstances. Tentatively scheduled airports are: (1) Youngstown-Elser, Ohio; and (2) Summersville, West Virginia.

If applicant has not supported WS ORV baiting programs previously, a proficiency field trial will be required to demonstrate that the applicant's aircraft, equipment, personnel, etc. are workable, efficient, and can safely meet program needs. The proficiency field trial will be scheduled by WS at a designated time and location. It will be the responsibility of the contractor to supply all required documentation and certifications as stated in this PWS in response to the Request for Proposals (RFP).

#### **C.4 CONTRACT WORK HOURS**

Work days normally consist of seven days a week, sunrise to sunset with no pilots working more than eight (8) hours per day and forty (40) hours per six (6) days. All required Contractor's employees will report at the time designated by WS and will remain on site until released by WS.

#### **C.5 CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate a representative to serve as Aviation Manager. This Contractor's Representative (CR) shall be present at the work site at all times when work under this contract is being performed.

#### **C.6 IMPORTANCE OF STARTING AND ACCOMPLISHING FLIGHTS ON TIME**

There are numerous biological, pharmaceutical, and physical factors that determine the length and time flight operations are conducted. Therefore, the Contractor shall begin all flights within 15 minutes of the designated schedule. The Contracting Officer may deduct from money due the Contractor, equitable compensation for failure to start or accomplish flights on time. Excusable delays may be approved by the CO, COR, or his/her authorized designee, for flight delays due to causes beyond the control of the Contractor (i.e. Federal Aviation Administration and/or air traffic controller delays, weather, or other delays recognized under the Federal Acquisition Regulations). Refer to Section C.16, 1 through 4, Contractor Performance Standards, of this PWS - Quality of Service.

## **C.7 RATES FOR SERVICES RENDERED**

Payment will be made according to hours and tenths of hours as shown on the daily flight records. Daily flight records shall be provided to WS at the end of each work day. No payment will be made for any flying not authorized by WS. The CO may deduct from money due the Contractor, equitable compensation for flights determined by the COR that are not acceptably flown. Refer to Section C.16, 1 through 4, Contractor Performance Standards, of this PWS - Quality of Service.

## **C.8 CONDITION OF EQUIPMENT**

The Contractor shall ensure that all aircraft, equipment, and supplies required for use in the performance of this contract are in good operating condition. If in unsatisfactory condition, or otherwise determined by the COR to be unsuitable for safe and efficient performance of the services required of this contract, they shall not be used. They shall be promptly removed from the work site and replaced with aircraft, equipment, and/or supplies that are in good operational condition. Equipment failure is not an acceptable cause for performance delays. The Contracting Officer may deduct from money due the Contractor, equitable compensation for delays caused by non operational equipment. Refer to Section C.16 5-6, Contractor Performance Standards, of this PWS - Condition of Equipment.

## **C.9 PUBLIC RELATIONS / PROFESSIONALISM**

It is essential for the Contractor and all employees of the Contractor, and their subcontractors, to display a positive image of WS and their Cooperators, by ensuring that their employees, and the employees of their subcontractors, maintain favorable relations with the general public. Personnel are expected to be properly dressed and exhibit a professional attitude. Personnel must be courteous in their dealings and communicate in a professional manner with WS, their cooperators, the general public, Federal Aviation Administration (FAA), military, and Air Traffic Control (ATC) personnel. If restrictions, delays, or other complication result in compromising the ORV baiting program caused by unfavorable relations and/or non professional interactions with WS or their Cooperators, the general public, FAA, military, or ATC, may result in immediate termination of the contract for reason of default. Refer to Section C.16, 1 through 4 and 7, Contractor Performance Standards, of this PWS - Quality of Service and Public Relations / Professionalism.

## **C.10 OPERATING REQUIREMENTS**

All aerial distribution of ORV baits will be conducted between published sunrise and sunset hours under VFR conditions and all ATC instructions and airport procedures will be strictly adhered to. Providing all IFR pilot ratings are current and all aircraft requirements have been complied with in accordance to FAA regulations, at his discretion, the Contractor may allow IFR flights to VFR conditions on top for the aerial operations. The average operating altitude will be 500 feet (no less) above ground level or as assigned by Air Traffic Control. Operating release speed will be approximately 145 knots indicated airspeed, or as assigned by the COR or his/her authorized designee.

## **C.11 AREA COVERED**

The Contractor's designated Aviation Manager shall discuss the areas to be flown (flight/dispersal pattern) with the COR or his/her authorized designee before each day's operation. Flight/dispersal patterns may change throughout the day due to weather or other circumstances.

## C.12 AIRCRAFT REQUIREMENTS

1. Offeror must be capable of supplying three (3) aircraft for ORV bait distribution with two (2) pilots supplied for each aircraft. Offeror will supply a backup aircraft in the event a maintenance/repair problem exceeds 48 hours. Offeror shall provide proof that they have a minimum of four (4) aircraft (licensed by FAA or equivalent) with RFP response. Offeror must also supply a contingency plan for providing back-up aircraft with RFP response.
2. Aircraft Flight Operations must be conducted under Federal Aviation Regulations (FAR) Part 137.
3. Aircrafts furnished must have multi-engine, turbine power and are able to meet single engine performance as per aircraft flight manual. Appropriate documentation must accompany the RFP response.
4. Aircraft must conform to FAR Part 135 requirements subject to approval by the Wildlife Services National Aviation Manager or designee. Appropriate documentation must accompany the RFP response.
5. Aircraft must conform to manufactures certification requirements and any modifications must meet appropriate aviation airworthiness authority. Certification from the appropriate aviation airworthiness authority for any aircraft modifications must accompany the RFP response.
6. Aircraft must have a payload capacity of 1500 lbs of bait, plus bait machine, crew members, emergency equipment, and supplies as required by the FAA or equivalent.
7. Aircraft must be capable of sustained flight speeds of 90-145 kts for long durations (2-3.5 hours) with minimum sustained flight speed of 120 knots.
8. Aircraft must have a minimum fuel reserve as per FAR Part 135 requirements upon returning from a 2-3.5 hour flight.
9. Offeror shall provide fuel consumption rates for each fully-loaded aircraft with their proposal.
10. Aircraft must be capable of takeoff/landing on a 3000' runway at loaded takeoff and landing weight.
11. In addition to the aircraft being equipped for night and IFR flights as described in FAR, 14 CFR 91.205, and equipped for operations conducted within Class B Airspace, it shall have the following:
  - a. Dual VHF NAV-COM's
  - b. Automatic Directional Finder
  - c. Dual encoding transponders
  - d. An intercom system with compatible headsets for communications between the pilot, navigator, and baiting crew.
12. Rapid egress (evacuation) must be provided for pilot/navigator (multiple exits in cockpit).
13. Rapid egress (evacuation) must be provided for crew on both sides of aircraft in cabin area. All escape openings required for type certification must be functional.

14. Each passageway between seating or equipment areas, leading to an emergency exit, must be unobstructed and at least 20 inches wide.
15. There must be enough space next to each emergency exit to allow a crewmember to assist in the evacuation of crewmembers without reducing the unobstructed width of the passageway.
16. There must be access from the main aisle to each exit. The access from the aisle to these exits must not be obstructed by seats, berths, or other protrusions in a manner that would reduce the effectiveness of the exit.
17. Emergency exit operating handles must be operable manually both from the inside and externally available with instructions for use on the outside of the aircraft and must have a means to prevent inadvertent operation of the manual controls.
18. Aircraft maintenance must conform to a FAA approved maintenance inspection program subject to approval by the Wildlife Services National Aviation Manager or designee. Aircraft maintenance records and schedule must accompany the RFP response.
19. Aircraft must have an approved aircraft safety inspection by the Wildlife Services National Aviation Manager or designee. The safety inspection shall be scheduled by WS at a designated time and location.
20. Each aircraft will require no more than one (1) hour of routine maintenance during the flight day. At a minimum, aircraft shall receive an annual inspection and 100 hour inspections. In lieu of this requirement, the aircraft may be maintained via a FAA (or similar) approved/accepted inspection program. Aircraft must comply with all applicable mandatory manufacturers' bulletins and FAA Airworthiness Directives (AD) as required.
21. The Contractor shall provide a qualified mechanic(s) to maintain the aircraft in an airworthy condition throughout the contract. The responsible mechanic shall hold an FAA Mechanic's Certificate with Airframe and Powerplant ratings or similar certificate as approved by the Wildlife Services National Aviation Manager or designee. Mechanic(s) certification must accompany the RFP response.
22. Aircraft will be required to have an automated bait distribution machine installed capable of delivering ORV baits with dimensions of 1.25"L x 1.25"W x .75"H that will allow for a distribution rate capability of up to 18,000 baits per flight hour which shall be equivalent to 38 baits/linear km (60 baits/linear mile). The rate of ORV bait distribution via distribution rate and/or airspeed shall be adjustable to meet program requirements. Bait distribution equipment will have controls at the machine and at the navigator position to allow for instant on-off operation.
23. The automated bait distribution machine shall have instrumentation readouts indicating current vaccine distribution rate and cumulative vaccine dropped during flight.

**C.13 AIRCRAFT GUIDANCE, FLIGHT DATA LOGGING SYSTEM, AND COMMUNICATIONS REQUIREMENTS**

1. Aircraft must have Global Positioning System (GPS) navigation system capable of

accepting predetermined computerized flight line information produced by WS. It is anticipated that flight line spacing will be at 500 meter (0.5 km).

2. Contractor shall provide flight data logging software that will log and display the date and time of the entire flight from takeoff to landing and differentiate between standard flight and ORV bait distribution flight (i.e. when the bait machine is on/off). The flight data must also be capable of recording aircraft altitude and speed, and exact latitude/longitude at any point.
3. Contractor shall provide WS with flight data logging software, user manuals, and personalized instructions for downloading and interpreting data from the aircraft.
4. It will be the contractor's responsibility to provide WS with all flight recorded information at the end of each day or when requested. Information should be provided on a standard 3.5" high density diskette or compact disc.
5. During operations, Contractor must maintain proper flight following that shall include continuous communications between all aircraft and the Command Post Operations Center. The Command Post Operations Center shall be provided by WS. Flight watch procedures and limitations must accompany the RFP response.
6. Contractor shall provide all necessary equipment for maintaining proper flight following including (but not limited to) radios, operators, antennas, and associated equipment. All communication equipment shall be approved by the Federal Communications Commission (FCC) for use in the United States.
7. Contractor shall provide ten (10) hand held radios with a minimum transmission range of three (3) miles for communication with ground personnel.

**C.14 CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE FOLLOWING PERSONNEL**

1. Contractor shall provide two (2) pilots for each aircraft supplied. Pilot certification must conform to FAR Part 135 requirements subject to approval by the Wildlife Services National Aviation Manager or designee. Pilot certification must accompany the RFP response.
2. The Contractor shall provide a qualified mechanic(s) to maintain the aircraft in an airworthy condition throughout the contract. The responsible mechanic shall hold an FAA Mechanic's Certificate with Airframe and Powerplant ratings or similar certificate as approved by the Wildlife Services National Aviation Manager or designee. The dual role of a pilot and mechanic is not permitted. Mechanic(s) certification must accompany the RFP response.
3. The Contractor shall provide qualified ORV baiting support staff that has basic mechanical knowledge/skills to operate, clean, and make minor adjustments to the automated ORV bait dispersal machine.
4. The Contractor shall provide qualified personnel capable of operating and downloading the aircraft flight data logging system and provide essential training and guidance for project personnel to ensure proper transfer of required mapping data.

**C.15 THE CONTRACTOR AGREES**

1. To provide aircraft that are fully licensed by the FAA or similar organization as approved by the Wildlife Services National Aviation Manager or designee.
2. To provide all certifications and documentations as required per this PWS.
3. To pay all operating expenses of the aircraft including maintenance, servicing, inspection, pilot salary, and crew.
4. To pay all costs associated with salaries, transportation, lodging, and per diem expenses for pilots and all associated support personnel provided by the Contractor.
5. To provide ground transportation for their personnel and equipment at and between airports used as base of operations.
6. To distribute ORV baits in accordance with the terms and conditions of this contract.
7. To obtain any waivers and operating permits that may be required by the FAA, FCC, or any other Federal, State, or County agency.
8. To arrange with the airports used as base of operations:
  - a) Parking or tie down space for aircraft.
  - b) Payment or repair of damage to the airport that results from the Contractors aircraft or equipment.
  - c) Maintaining the areas on the airport used by the Contractor in a clean and orderly fashion during and following their use, including satisfactory cleanup immediately after completion of the flights.
9. To abide by all applicable regulations such as, but not limited to, environmental, security, and facility use of the airports used as base of operations.

**C.16 Contractor Performance Standards**

1. Performance Standard  
Quality of Service

Performance Requirements

No more than 1 instance per pilot of deviation from predetermined flight lines and/or other instances of the Contractor not otherwise conforming to the statement of work or other terms of this contract.

Deduction Schedule

No deduction from the amount due for actual flight hours per occurrence.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

2. Performance Standard  
Quality of Service

Performance Requirements

2 to 3 instance per pilot of deviation from predetermined flight lines and/or other instances of the Contractor not otherwise conforming to the statement of work or other terms of this contract.

Deduction Schedule

25% deduction from the amount due for actual flight hours per occurrence.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

3. Performance Standard  
Quality of Service

Performance Requirements

More than 3 instance per pilot of deviation from predetermined flight lines and/or other instances of the Contractor not otherwise conforming to the statement of work or other terms of this contract.

Deduction Schedule

50% deduction from the amount due for actual flight hours per occurrence.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

4. Performance Standard  
Quality of Service

Performance Requirements

Any non-scheduled flight that results in the unauthorized distribution of ORV baits.

Deduction Schedule

100% deduction from the amount due for actual flight hours per occurrence.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

5. Performance Standard  
Condition of Equipment

Performance Requirements

No more than 3 flight delays and/or cancellation of flights caused by unsuitable aircraft and/or equipment.

Deduction Schedule

No deduction from the amount due for actual flight hours lost per occurrence.

Method of Surveillance

On site monitoring by WS.

6. Performance Standard  
Condition of Equipment

Performance Requirements

More than 3 flight delays and/or cancellation of flights caused by unsuitable aircraft and/or equipment.

Deduction Schedule

25% deduction from the amount due for actual flight hours lost per occurrence.

Method of Surveillance

On site monitoring by WS.

7. Performance Standard

Public Relations/Professionalism

Performance Requirements

Zero tolerance.

Deduction Schedule

Suspension of work, pilot, or crew, and/or termination of the contract for default.

Method of Surveillance

Observations of WS personnel and complaints received from cooperators, general public, FAA, military, or ATC.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

| NUMBER   | TITLE                                   | DATE     |
|----------|---|----------|
| 52.246-4 | INSPECTION OF SERVICES<br>- FIXED-PRICE | AUG 1996 |

SECTION F - DELIVERIES OR PERFORMANCE

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

The period of performance of this contract is from August 5, 2002 through September 30, 2002 with 4 option periods, from August 5 through September 30, for each of four successive years after 2002.

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 TECHNICAL POINT OF CONTACT (TPOC)

(a) The TPOC for this contract is:

Andrew J. Montoney  
USDA APHIS WS BATCH 31  
State Directors Office  
200 N High Street RM 622  
Colombus, Ohio  
43215-2408  
Phone: (614) 469-5681

(b) The alternate TPOC for this contract is:

Llyod Burraston  
(801) 975-3315

(c) The TPOC shall be contacted for informational purposes and is responsible for final acceptance only. The TPOC is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the description of work in the contract.

(d) When, in the opinion of the contractor, the TPOC requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract ( or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) Only a Contracting Officer has authority to make changes concerning the requirements of the subject contract.

## G.2 CONTRACT ADMINISTRATOR

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

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

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 PERMITS AND LICENSES

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

### H.2 MAINTENANCE

All aircraft furnished under this agreement will be maintained in accordance with the maintenance standards specified in FAR, Part 135, including 100 hour inspections and compliance with the manufacturer's recommendations for time-between-overhaul and time-in-service components. All aircraft furnished will be maintained so as to present a neat and clean appearance.

### H.3 CUSTODY AND CONTROL

If the offeror furnishes a pilot the offeror will retain custody and assume full responsibility for the operation and well-being of the aircraft during the use period.

### H.4 LIABILITIES OF THE VENDOR AND THE GOVERNMENT

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

The Vendor will hold and save the Government, its officers and employees harmless from all liability for any death or damage to all persons, (other than the liability of the Government to USDA employees as provided for under the Federal Employees Compensation Act) or to real property or to personal property which results from the operation of, or incident to, equipment furnished by the Vendor, or otherwise incident to performance of the agreement. However, the Vendor will not be responsible for any intentional negligent or wrongful acts of omissions of the U.S. Department of Agriculture employees.

WS agrees that during the term of the contract, if the aircraft is damaged or destroyed due to the negligence of a Federal Government employee, WS will reimburse the owner only as follows. In no event will any reimbursement be made for normal wear and tear. To the extent the aircraft has been damaged beyond normal wear and tear, WS agrees to pay the vendor for the reasonable cost of repair. If the aircraft is so severely damaged or destroyed such that repair is impracticable, or the cost of repair will exceed the fair market value of the aircraft less any salvage value, then WS agrees to pay the vendor the fair

market value of the aircraft at the time of the loss, less any salvage value. In no event will the liability of WS under this clause exceed the fair market value of the aircraft, at the time of the loss, less any salvage value. Further, the payment of any amount under this clause is expressly contingent on the availability of appropriations to WS at the time of the loss. Nothing in this agreement will be considered to imply that Congress will in the future appropriate sufficient funds to meet any losses.

#### **H.5 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Unless otherwise stated in the agreement, the Vendor will, at his expense, supply the following personal protective equipment for all air crew members:

- a. Pilot, navigators, and crew members shall be fitted with noise attenuating headsets that has a minimum noise reduction rating of 20db attenuation.
- b. Crew members shall be fitted with protective eye wear if the automated bait distribution machine is not equipped with a splash guard which prevents damaged/jammed ORV bait vaccine from becoming airborne.

#### **H.6 RECORDING SERVICES**

All services received will be recorded on an invoice that shall show date, aircraft identification, flight line number flown and hours of flight to the nearest tenth. This invoice shall be approved by the Government and submitted for payment in accordance with instructions issued by the ordering office.

#### **H.7 MINIMUM PILOT REQUIREMENTS**

Pilot certification must conform to FAR Part 135 requirements subject to approval by the Wildlife Services National Aviation Manager or designee. Pilot certification must accompany the RFP response.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

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

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

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

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

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.202-1  | DEFINITIONS  | DEC 2001 |
| 52.203-3  | GRATUITIES   | APR 1984 |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES   | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL 1995 |
| 52.203-7  | ANTI-KICKBACK PROCEDURES   | JUL 1995 |
| 52.203-8  | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR OR IMPROPER ACTIVITY                                      | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN 1997 |
| 52.204-4  | PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG 2000 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.212-4  | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  | FEB 2002 |
| 52.215-2  | AUDIT AND RECORDS--NEGOTIATION   | JUN 1999 |
| 52.215-8  | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT 1997 |
| 52.217-2  | CANCELLATION UNDER MULTIYEAR CONTRACTS   | OCT 1997 |
| 52.219-6  | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | JUL 1996 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING  | DEC 1996 |
| 52.222-3  | CONVICT LABOR  | AUG 1996 |

## I.1 (Continued)

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES   | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY  | APR 2002 |
| 52.222-35 | AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS  | DEC 2001 |
| 52.222-41 | SERVICE CONTRACT ACT OF 1965, AS AMENDED   | MAY 1989 |
| 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)   | MAY 1989 |
| 52.223-6  | DRUG-FREE WORKPLACE  | MAY 2001 |
| 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING   | OCT 2000 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUL 2000 |
| 52.227-1  | AUTHORIZATION AND CONSENT  | JUL 1995 |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG 1996 |
| 52.229-3  | FEDERAL, STATE, AND LOCAL TAXES  | JAN 1991 |
| 52.229-5  | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO   | APR 1984 |
| 52.232-1  | PAYMENTS   | APR 1984 |
| 52.232-8  | DISCOUNTS FOR PROMPT PAYMENT   | FEB 2002 |
| 52.232-11 | EXTRAS   | APR 1984 |
| 52.232-17 | INTEREST   | JUN 1996 |
| 52.232-23 | ASSIGNMENT OF CLAIMS   | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT   | FEB 2002 |
| 52.233-1  | DISPUTES   | DEC 1998 |
| 52.233-3  | PROTEST AFTER AWARD  | AUG 1996 |
| 52.236-7  | PERMITS AND RESPONSIBILITIES   | NOV 1991 |
| 52.242-13 | BANKRUPTCY   | JUL 1995 |
| 52.243-1  | CHANGES - FIXED-PRICE Alternate I (APR 1984)   | AUG 1987 |
| 52.249-2  | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP 1996 |
| 52.249-8  | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS   | JAN 1991 |
| 52.217-8  | OPTION TO EXTEND SERVICES  | NOV 1999 |
| 52.217-9  | OPTION TO EXTEND THE TERM OF THE CONTRACT  | MAR 2000 |

I.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (May 2002)

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

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

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

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

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

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

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

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

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

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

XX (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

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

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

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

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

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

\_\_\_ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).

\_\_\_ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, 13121, and 13129).

\_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

XX (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

— (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

— (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

— (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
FEDERAL HIRES (MAY 1989)

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

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

| Employee class   | Monetary Wage | Fringe Benefits |
|------------------|---------------|-----------------|
| Helicopter Pilot | \$23.94       | \$2.56          |

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

## I.4 (Continued)

- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

| ATTACHMENT<br>NO. | TITLE  | NO OF<br>PAGES |
|-------------------|--|----------------|
| 1                 | Wage Determination                                     | 8              |
| 2                 | Disclosure of Lobbying Activities<br>Standard Form LLL | 2              |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

## K.1 (Continued)

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE APR 1991  
REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS

## K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

K.2 (Continued)

(d) 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.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_.

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award,

## K.3 (Continued)

the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(APR 2002)

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is 481212.
  - (2) The small business size standard is no more than 1,500 employees.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it  is,  is not a small business concern.
  - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

K.4 (Continued)

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
  - (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
  - (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:  


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Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any

## K.4 (Continued)

publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the

## K.4 (Continued)

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

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

## K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

## K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS DEC 2001

## K.7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used

## K.7 (Continued)

in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (s3B(Check each block that is applicable.)

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.8 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it

## K.8 (Continued)

has [ ], has not[ ], submitted the most recent report required by 38 U.S.C. 4212(d).

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS

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

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

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

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

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.204-6  | DATA UNIVERSAL NUMBERING SYSTEM<br>(DUNS) NUMBER | JUN 1999 |
| 52.212-1  | INSTRUCTIONS TO OFFERORS--<br>COMMERCIAL ITEMS   | OCT 2000 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE<br>ENGLISH LANGUAGE  | APR 1991 |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S.<br>CURRENCY         | APR 1991 |

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

José-Luis Gallagher

USDA, MRP-BS Contracting  
Butler Square, Fifth Floor

## L.3 (Continued)

100 North Sixth Street  
Mpls., MN 55403

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

## L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)

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

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

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

## L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

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

Contract line item(s):

-- NAICS Code                   481219  
-- Size Standard                 5 million dollars.

## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

| NUMBER   | TITLE                 | DATE     |
|----------|-----------------------|----------|
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

## M.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality and cost or price and other price-related factors considered. The following factors, listed below in descending order of importance, shall be used to evaluate offers:

- Aircraft Safety
- Pilots/Mechanic(s) Certification
- Flight Watch Procedures and Limitations
- Acceptable Automated Bait Distribution Machinery
- ORV Bait Distribution History / Past Performance
- Acceptable Flight Data Logging
- Back-up Aircraft Contingency Plan
- Price

The USDA will make award to the offeror whose offer conforms to solicitation requirements and represents the "best value" to the USDA based on technical quality, cost or price, and other price related factors. The combined weight of technical factors and past performance are more important than price. Therefore, award may be made to other than the lowest priced, responsible offeror.

**\*Note to offerors:**

Offeror shall submit a list of three prior federal contracts, total dollar amounts, contact name, agency, address, telephone number, email, fax and a brief description of the project performed. If offeror has no prior federal experience, then he shall send aforementioned references of contracts held, in the following order; state then local.

**\*Offeror's proposal shall contain:**

- all required documentation and certifications, as stated in this Performance Work Statement
- proof that they have a minimum of four (4) aircraft (licensed by FAA or equivalent)
- a contingency plan for providing back-up aircraft
- certification from the appropriate aviation airworthiness authority for any aircraft modifications
- aircraft maintenance records and schedule
- Offeror shall provide fuel consumption rates for each fully-loaded aircraft with their proposal
- flight watch procedures and limitations
- pilot(s) certification
- mechanic(s) certification
- past performance information

**Note:** The above list may not be an all inclusive list of Contractor submittals. Refer to Solicitation Sections C, H and K, as well as all other sections to assure proper submittals of proposal.