

2000

National

Airtanker

Contract



SOLICITATION OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF 1	PAGES
2. CONTRACT NO.	3. SOLICITATION NO. RFP 49-98-01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 1/14/98	6. REQUISITION/PURCHASE NO.6300-4	
7. ISSUED BY USDA FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S DEVELOPMENT AVE, HQ BLDG, RM 222 BOISE ID 83705-5354		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder."

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or serviced in Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USDA-FS CONTRACTING OFFICE until COB - 4:30 P.M. local time June 09, 2000
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: Contracting Officer	A. NAME RICHARD E. DENKER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 208/387-5610
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED SEE SCHEDULE OF ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 142(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE 11/10/98

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

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B.1 SCHEDULE OF ITEMS

2000 SCHEDULE OF ITEMS

02/24/00

ITEM NUMBER CONTRACTOR CONTRACT # FS 55-024B-9- OAS 1406-99-80	DESIGNATED BASE FS REGION OR OTHER AGENCY	MINIMUM		SPECIAL REQUIREMENTS AND OTHER LIMITATIONS	MANDATORY AVAILABILITY PERIOD			SPECIFIED RATES		DAILY POST & OPTION	DAILY AVAILABILITY RATE	FLIGHT RATE	N NO T NO TYPE A/C
		GALLONS	PAYLOAD		ON	OFF	DAYS	RON LOWER 48 & AK	EXTENDED STNDBY				
1 NEPTUNE FS # 2003	Knoxville/8 Albuquerque/3 Grangeville/1	2000	18,000	Day Off - Thursday Day Off - Tuesday Day Off - Wednesday Max Oper Wt. S=75,000# D=100,000 All Normal Oper Temp - 85F	3/01 5/21 5/23 7/17 7/18	5/15 Ferry 7/16 Ferry 9/18	65 47 54 166	See G.1.10	\$33.00	\$828.00	\$2,088.00	\$2,360.00	P2V T-09
2 NEPTUNE FS # 2003	Knoxville/8 Prescott/3 Helena/1	2450	22,050	Day Off - Monday All Normal Oper Temp - 90F	2/26 5/11 5/13 7/30 7/31	5/10 Ferry 7/29 Ferry 9/20	64 67 44 175	See G.1.10	\$33.00	\$828.00	\$1,971.00	\$2,299.00	P2V T-12
3 AERO UNION FS # 2000	Ft. Smith/8 Silver City/3 (Grant County) W. Yellowstone/1	3000	27,000	Day Off - Wednesday Max Oper Wt. S=80,000# D=130,000# Normal Oper Temp - 90F (See Footnote # 1)	2/25 5/06 5/07 7/28 7/29	5/05 Ferry 7/27 Ferry 9/18	61 70 45 176	See G.1.10	\$33.00	\$747.00	\$2,529.00	\$2,818.00	P3A T-25
4 NEPTUNE FS # 2003 OAS # 1924	Asheville/8 Porterville/BLM	2000	18,000	Day Off - Tuesday Day-Off -Tuesday Normal Oper Temp - 90F	3/01 5/31 7/01	5/30 Ferry 9/30	78 79 157	See G.1.10	\$33.00	\$828.00	\$2,205.00	\$2,299.00	P2V T-05
5 NEPTUNE FS # 2003	Silver City/3 (Grant County) K. Falls/6 (Kingsley Field)	2000	18,000	Day Off - Sunday Max Oper Wt S=80,000# D=130,000# Normal Oper Temp - 90F Day Off - Thursday Normal Oper Temp - 86F	4/19 7/12 7/14	7/11 Ferry 9/29	72 67 139	See G.1.10	\$33.00	\$828.00	\$2,484.00	\$2,299.00	P2V T-06
6 MINDEN FS # 2002 OAS # 1905	Ft. Huachuca/3 (Libby) Pocatello/BLM	2450	22,050	Day Off - Thursday Normal Oper Temp - 90F Day Off - Thursday	5/14 6/22 6/23	6/21 Ferry 9/29	34 85 119	See G.1.10	\$33.00	\$1,026.00	\$2,934.00	\$2,027.00	P2V T-55
7 AERO UNION FS # 2000	Winslow/3 Cd'Alene/1	3000	27,000	Day Off - Tuesday Normal Oper Temp - 90F Day Off - Tuesday	5/03 7/14 7/16	7/12 Ferry 9/29	61 65 126	See G.1.10	\$33.00	\$747.00	\$2,988.00	\$2,769.00	P3A T-27
8 NEPTUNE FS # 2003	Winslow/3 Boise/4	2450	22,050	Day Off - Friday All Normal Oper Temp - 90F Day Off - Tuesday	5/11 7/13 7/14	7/12 Ferry 9/29	54 67 121	See G.1.10	\$33.00	\$828.00	\$2,853.00	\$2,299.00	P2V T-11
9 NEPTUNE FS # 2003	Albuquerque/3 KalisPELL/1	2450	22,050	Day Off - Friday Normal Oper Temp - 85F Day Off - Friday Normal Oper Temp - 90F	4/30 7/13 7/14	7/11 Ferry 9/16	63 55 118	See G.1.10	\$33.00	\$828.00	\$2,916.00	\$2,360.00	P2V T-10

2000 SCHEDULE OF ITEMS

ITEM NUMBER CONTRACTOR # FS 55-024B-9- OAS 1406-99-80	DESIGNATED BASE FS REGION OR OTHER AGENCY	MINIMUM		SPECIAL REQUIREMENTS AND OTHER LIMITATIONS	MANDATORY AVAILABILITY PERIOD			SPECIFIED RATES		DAILY POST & OPTION	DAILY AVAILABILITY RATE	FLIGHT RATE	N N O T NO TYPE A/C
		GALLONS	PAYLOAD		ON	OFF	DAYS	RON LOWER 48 & AK	EXTENDED STNDBY				
10 NEPTUNE FS # 2003	Alamagordo/3	2450	22,050	Day Off - Thursday Normal Oper Temp - 88F	4/02 7/12	7/11 Ferry	87	See G.1.10	\$33.00	\$828.00	\$2,430.00	\$2,360.00	P2V
	Missoula/1			Day Off - Thursday	7/13	9/15							55 142
11 AERO UNION FS # 2000	Phoenix/3 (Sky Harbor)	3000	27,000	Day Off - Wednesday Normal Oper Temp - 105F	5/06	8/18	90	See G.1.10	\$33.00	\$747.00	\$3,888.00	\$2,870.00	P3A T-00
12 AERO UNION FS # 2000	Prescott/3	3000	27,000	Day Off - Saturday Normal Oper Temp - 83F	5/04 7/16	7/14 Ferry	62	See G.1.10	\$33.00	\$747.00	\$3,258.00	\$2,689.00	P3A
	McCall/4			Day Off - Saturday Normal Oper Temp - 80F Max Oper Wt. S=80,000# D=110,000#	7/17	9/20							57 119
13 HAWKINS & POWERS FS # 2001	Jeffco/2 (Denver)	3000	27,000	Day Off - Thursday Normal Oper Temp - 87F Max Oper Wt. S=55,000# D=75,000# (See Footnote # 2)	6/16	9/30	91	See G.1.10	\$33.00	\$1,170.00	\$4,356.00	\$3,700.00	C130 T-131
14 HAWKINS & POWERS FS # 2001	LaGrande/6	3000	27,000	Day Off - Tuesday Max Oper Wt. S=90,000# D=133,000#	6/28	10/15	94	See G.1.10	\$33.00	\$1,170.00	\$4,374.00	\$3,700.00	C130 T-133
15 AERO UNION FS # 2000	Medford/6	3000	27,000	Day Off - Wednesday	6/15	10/19	109	See G.1.10	\$33.00	\$747.00	\$3,132.00	\$2,866.00	P3A T-21
16 T.B.M. FS # 2004	K. Falls/6 (Kingsley Field)	3000	27,000	Day Off - Monday Normal Oper Temp - 86F	5/30	10/03	109	See G.1.10	\$33.00	\$765.00	\$2,952.00	\$2,514.00	DC7 T-60
17 T.B.M. FS # 2004	Redmond/6	3000	27,000	Day Off - Tuesday Max Oper Wt. S=80,000# D=155,000#	6/09	9/28	96	See G.1.10	\$33.00	\$1,062.00	\$3,762.00	\$3,278.00	C130 T-67
18 T.B.M. FS # 2004	Redmond/6	2450	22,050	Day Off - Wednesday Max Oper Wt. S=80,000# D=155,000#	7/01	10/22	98	See G.1.10	\$33.00	\$765.00	\$3,015.00	\$2,051.00	DC6 T-68

2000 SCHEDULE OF ITEMS

ITEM NUMBER CONTRACTOR # FS 55-024B-9- OAS 1406-99-80	DESIGNATED BASE FS REGION OR OTHER AGENCY	MINIMUM		SPECIAL REQUIREMENTS AND OTHER LIMITATIONS	MANDATORY AVAILABILITY PERIOD			SPECIFIED RATES		DAILY POST & OPTION	DAILY AVAILABILITY RATE	FLIGHT RATE	N NO T NO TYPE A/C
		GALLONS	PAYLOAD		ON	OFF	DAYS	RON LOWER 48 & AK	EXTENDED STNDBY				
19 T.B.M. FS # 2004	Wenatchee/6	3000	27,000	Day Off -Thursday Max Oper Wt. S=80,000# D=120,000#	6/13	10/04	98	See G.1.10	\$33.00	\$765.00	\$3,294.00	\$2,551.00	DC7 T-66
20 T.B.M. FS # 2004	Wenatchee/6	3000	27,000	Day Off - Friday Max Oper Wt. S=80,000# D=120,000#	6/10	10/24	118	See G.1.10	\$33.00	\$765.00	\$2,862.00	\$2,553.00	DC7 T-62
21 T.B.M. FS # 2004	Ramona/5	2000	18,000	Day Off - Tuesday Max Oper Wt. S=75,000# D=95,000# DT=170,000#	6/02	11/16	144	See G.1.10	\$33.00	\$765.00	\$2,322.00	\$1,697.00	DC4 T-65
22 AERO UNION FS# 2000	San Bernardino/5	2000	18,000	Day Off - Sunday	6/02	11/01	131	See G.1.10	\$33.00	\$747.00	\$2,295.00	\$1,497.00	DC4 T-15
23 AERO UNION FS # 2000	San Bernardino/5	2000	18,000	Day Off - Monday	6/11	10/31	122	See G.1.10	\$33.00	\$747.00	\$2,367.00	\$1,497.00	DC4 T-14
24 T.B.M. FS # 2004	Fresno/5	3000	27,000	Day Off - Saturday	6/11	10/30	122	See G.1.10	\$33.00	\$1,071.00	\$3,168.00	\$3,278.00	C130 T-64
25 AERO FLITE FS # 1098	Chester/5	2000	18,000	Day Off - Friday Max Oper Wt. S=80,000# D=155,000#	6/15	10/15	105	See G.1.10	\$33.00	\$1,467.00	\$2,871.00	\$1,731.00	DC4 T-161
26 AERO UNION FS # 2000	Porterville/5	2000	18,000	Day Off - Thursday Normal Oper Temp - 90F	6/07	10/24	120	See G.1.10	\$33.00	\$747.00	\$2,502.00	\$1,431.00	SP2H T-01
27 ARDCO	Lancaster/5 (Fox Field)	2000	18,000	Day Off - Wednesday	6/03	11/02	131	See G.1.10	\$33.00	\$945.00	\$2,349.00	\$1,760.00	DC4 T-152

2000 SCHEDULE OF ITEMS

ITEM NUMBER CONTRACTOR CONTRACT # FS 55-024B-9- OAS 1406-99-80	DESIGNATED BASE FS REGION OR OTHER AGENCY	MINIMUM	MINIMUM	SPECIAL REQUIREMENTS AND OTHER LIMITATIONS	MANDATORY AVAILABILITY PERIOD			SPECIFIED RATES		DAILY POST & OPTION	DAILY AVAILABILITY RATE	FLIGHT RATE	N NO T NO TYPE A/C
		GALLONS	PAYLOAD		ON	OFF	DAYS	RON LOWER 48 & AK	EXTENDED STNDBY				
28 HAWKINS & POWERS FS # 2001	Lancaster/5 (Fox Field)	2000	18,000	Day Off - Saturday	7/02	11/16	118	See G.1.10	\$33.00	\$828.00	\$2,943.00	\$2,084.00	PB4Y T-123
29 AERO UNION FS # 2000	Redding/5	3000	27,000	Day Off - Thursday	6/11	10/14	108	See G.1.10	\$33.00	\$747.00	\$3,213.00	\$2,816.00	P3A T-26
30 AERO UNION FS # 2000	Santa Barbara/5	3000	27,000	Day Off - Tuesday	6/14	11/01	121	See G.1.10	\$33.00	\$747.00	\$2,880.00	\$2,870.00	P3A T-22
31 AERO UNION FS # 2000	Chico/5	2000	18,000	Day Off - Wednesday Max Oper Wt. S=63,000# D=100,000#	7/03	10/15	90	See G.1.10	\$33.00	\$747.00	\$2,961.00	\$1,453.00	SP2H T-18
32 HAWKINS & POWERS OAS # 1906	Hibbing/MN Billings/BLM	2000	18,000	Day Off - Thursday Day Off - Friday	4/16 7/13	05/29 10/01	38 69 107	See G.1.10	\$33.00	\$828.00	\$3,168.00	\$2,084.00	PB4Y T-121
33 HAWKINS & POWERS OAS # 1907	Gd. Junction/BLM	2450	18,000	Day Off - Monday	5/12	10/01	123	See G.1.10	\$33.00	\$828.00	\$2,799.00	\$2,410.00	P2V T-140
34 AERO FLITE OAS # 1908	Stead/BLM	2000	18,000	Day Off - Monday	6/01	9/24	100	See G.1.10	\$33.00	\$1,467.00	\$3,060.00	\$1,730.00	DC4 T-160
35 T.B.M. OAS # 1909	Minden/BLM	3000	27,000	Day Off - Wednesday Max Oper Wt. S=64,000# D=108,000#	6/03	9/26	100	See G.1.10	\$33.00	\$1,062.00	\$3,816.00	\$3,278.00	C130 T-63

2000 SCHEDULE OF ITEMS

ITEM NUMBER CONTRACTOR CONTRACT # FS 55-024B-9- OAS 1406-99-80	DESIGNATED BASE FS REGION OR OTHER AGENCY	MINIMUM		SPECIAL REQUIREMENTS AND OTHER LIMITATIONS	MANDATORY AVAILABILITY PERIOD			SPECIFIED RATES		DAILY POST & OPTION	DAILY AVAILABILITY RATE	FLIGHT RATE	N NO T NO TYPE A/C
		GALLONS	PAYLOAD		ON	OFF	DAYS	RON LOWER 48 & AK	EXTENDED STNDBY				
36 HAWKINS & POWERS OAS # 1406-99-81-0769	Ft. Wainwright/BLM	2000	18,000	7 Day Coverage (No Day Off) (Relief Crew Required)	5/20	8/17	90	See G.1.10	\$0.00 See Section H	\$1,665.00	\$3,564.00	\$2,339.00	PB4Y T-126
37 HAWKINS & POWERS OAS # 1406-99-81-0769	Ft. Wainwright/BLM	2000	18,000	7 Day Coverage (No Day Off) (Relief Crew Required)	6/01	8/29	90	See G.1.10	\$0.00 See Section H	\$1,656.00	\$3,564.00	\$2,339.00	PB4Y T-124
38 HAWKINS & POWERS FS # 2001	Ft. Huachuca/3 (Libby) Ogden (Hill)/4	3000	27,000	Day Off - Monday Normal Oper Temp - 90F (See Footnote # 3)	6/01 7/16 7/17	07/15 Ferry 9/30	39 65 104	See G.1.10	\$33.00	\$1,170.00	\$4,140.00	\$3,700.00	C130 T-130
39 MINDEN FS # 2002 OAS # 1910	Cedar City/BLM LaGrande/6	2450	22,050	Day Off - Thursday Max Oper Wt. S=75,000# D=100,000# Normal Oper Temp - 85F Day Off - Monday Max Oper Wt. S=90,000# D=133,000#	6/05 7/16 7/17	07/18 Ferry 10/01	38 66 104	See G.1.10	\$33.00	\$1,026.00	\$3,222.00	\$2,027.00	P2V T-99
40 ARDCO FS # 1099	Redding/5	2000	18,000	Day Off - Saturday	6/15	09/15	80	See G.1.10	\$33.00	\$945.00	\$3,105.00	\$1,847.00	SDC4 T-119
41 ARDCO FS # 1099	Boise/4	2000	18,000	Day Off - Wednesday Normal Oper Temp - 90F	6/15	09/14	79	See G.1.10	\$33.00	\$945.00	\$3,573.00	\$1,768.00	DC4 T-151

Footnote # 1 - Fort Smith - taxiway obstructed by hangar limiting aircraft wing span to 120 feet or less.

Footnote # 2 - Per Airport Authority: Limited overweight operations authorized for P3, P2V, and DC6 (Transient aircraft only) - DC-7 not authorized.

C130 authorized at weights up to 111,700 lbs.

Footnote # 3 - (Ogden (Hill) only) - Contractor required to furnish tow bar.

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

GENERAL REQUIREMENTS

C.1 SCOPE OF CONTRACT

(1) It is the intent of this contract to provide the Government with Airtanker services as described herein. During the Mandatory Availability Period and any extensions thereof, the aircraft will be made available for the exclusive-use of the Government.

(2) Airtankers furnished under this contract shall be fully operational and provide minimum retardant dropping capability as specified in the Schedule of Items.

(3) Airtankers shall operate out of designated or alternate bases located throughout the United States, including Alaska. They shall drop approved fire suppressant/retardant material on forest and range fires over all types of terrain.

(4) The Forest Service and Department of Interior have cooperative agreements for suppression of wild fires occurring on lands administered by other Federal Agencies, on State lands, and on privately-owned lands. The Airtankers covered by this contract may be used under the terms and conditions herein stated when so ordered by the Contracting Officer for suppression of fires on such lands.

(5) Incidental to fire use, and provided the Airtanker has adequate FAA-approved tiedown equipment aboard, an Airtanker may, during normal duty hours of the flight crew, be used to transport cargo (fire-related materials only).

C.2 CERTIFICATION AND APPROVAL

(1) Contractors must be currently certified under Federal Aviation Regulation (CFR) 14, Part 137 (Agricultural Aircraft Operations).

(2) Aircraft types and tank systems proposed for use under this contract must have been previously approved for airtanker use by the Interagency Airtanker Board and meet the current Airtanker Board criteria at least 90 days prior to the beginning of the Mandatory Availability Period for the Item offered.

(3) Airtankers not in existence at the time of offer may be offered provided aircraft and tank system have been approved by the Interagency Airtanker Board at least 90 days prior to the beginning of the Mandatory Availability Period for the Item offered.

Airtankers offered under this clause shall be identified by type and "N" number.

C.3. **GOVERNMENT-FUEL AND OIL** - Alaska

(See Section H)

C.3 .1 **GOVERNMENT-FURNISHED FUEL - Lower 48 only**

(See Section G)

C.4 CONTRACTOR-FURNISHED GROUND COMMUNICATION

APPLIES TO ALASKA ONLY

(1) VHF-FM Portable Radio - One VHF-FM Two-Way Portable Radio, for after hours call out use by the pilot-in-command, operating in the 150 MHz to 174 MHz frequency band, frequency synthesized, with programmable CTCSS encoding capability providing all standard EIA tones, operator programmable, 12.5 kHz channel spacing and a minimum 5 watts carrier power (Reference C.5.4(1)(A)(10) for additional information).

C.5 AIRCRAFT SPECIFICATIONS

C.5.1 AIRCRAFT GENERAL

(1) All aircraft not weighed within the previous 3 years (1996) shall have an actual weight on certified scales prior to the 1999 contract period.

(2) Aircraft certified as Airtankers after October 1970, must be licensed under a Restricted-Type Certificate (TC) for the aircraft and tank or licensed under a previously published TC with an approved Supplemental-Type Certificate (STC) for the suppressant/retardant tank installation. The STC must be issued for each individual aircraft and tank installation or be a multiple for a specific aircraft make or model and tank system.

(3) Aircraft shall have been issued a Standard or a Restricted Airworthiness Certificate.

(4) Airtankers which are configured from aircraft types which have A Type Certificates obtained by the aircraft manufacturer must incorporate the manufacturer's designated changes to bring the aircraft into conformity with their type design, except for the tank STC and excluding passenger configuration requirements. All applicable Airworthiness Directives and manufacturer's mandatory service bulletins must be accomplished.

(5) Airtankers which are configured from former military aircraft which have FAA Type Certificates based upon military operation in lieu of a manufacturer's type certificate must have all applicable Time Compliance Technical Orders (TCTO's) or Navy Service Bulletins accomplished. This includes any directives which refer to later models of the same type which were issued after the earlier models had left the military inventory. If FAA approvals establish more restrictive limits, they will prevail.

(6) Any modification or alteration which affects the aircraft's performance, flight characteristics or operational limitations must be approved by the Interagency Airtanker Board.

(7) Airtankers are classified below on the basis of retardant capacities, payload weight, and cruise speed.

Type Aircraft	Maximum Retardant Capacity (Gallons)	Maximum Payload (Pounds)1/	Average Fuel Consumption (Gallons)	Cruise Speed (KIAS)2/
Twin - SP2-H	2,000	18,000	240	187
Four - Douglas DC-4	2,000/2200	18,000/19,800	250	172
Four - Douglas DC-4 Super	2,200	19,800	285	190
Four - Consolidated PB4Y-2	2,200	19,800	270	184
Four - Douglas DC-6	2,450	22,050	420	215
Four - Douglas DC-6B	3,000	27,000	420	210
Four - Lockheed P2V	2,700	24,300	440	184
Four - Douglas DC-7	3,000	27,000	510	235
Four - Boeing KC97	3,460	31,140	630	210
Four - Lockheed C130A	3,000	27,000	730	236
Four - Lockheed P3A	3,000	27,000	680	240

1/ Payload conversion is made at nine pounds per gallon of retardant. Exact payload for each individual aircraft will be computed from documented weight and balance data.

- 2/ Cruise speed is based on maximum payload on board utilizing cruise power or maximum speed restriction by the STC. Cruise speed is computed at 5,000 feet MSL at 55% METO power converted to knots indicated air speed (KIAS) for reciprocating powered airtankers, and for turbine power airtankers, at power as required to maintain best speed without exceeding manufacturer or FAA operating limitations.

C.5.2 AIRCRAFT EQUIPMENT

(1) CONDITION OF EQUIPMENT

(A) The aircraft shall present a neat and clean appearance. Upholstery, paint, plexiglass and window glass shall be in good condition. All required instruments, equipment, components and/or systems shall be operable.

(B) If the aircraft has been used to disperse pesticides or herbicides it shall be supplied clean and odor free. The retardant tank must be cleaned in accordance with Federal Insecticide Fungicide Rodenticide Act (1969) (FIFRA) Regulations. Any remaining odor must be eliminated using a deodorizing agent.

(C) Propellers having damaged leading edge boots or cut off leads on the electric boots, shall have boots removed and blades inspected and treated for corrosion prior to the pre-use inspection each year.

(2) FLIGHT INSTRUMENTS

Flight instruments shall be operable, adequate, and airworthy to perform instrument flight with not less than the minimum equipment required by Federal Aviation Regulation 91.205(d). All instruments shall be an approved-type.

(3) ENGINE AND SYSTEM INSTRUMENTS

(A) All engine instruments for temperature, pressure, and performance required for initial certification by the manufacturer shall be installed, operable and airworthy in a cockpit location readily visible to the flight crew.

(B) Fuel quantity gauges shall be accurate and installed in a location readily visible to the flight crew.

(4) MISCELLANEOUS EQUIPMENT

(A) The aircraft shall have one or more independently switched white strobe light(s) mounted on top of the aircraft or otherwise visible from above. A strobe light with a combination white and red lens is acceptable

(B) Spare set of bulbs and necessary fuses, as applicable.

(5) SAFETY EQUIPMENT

(A) Seat belts and shoulder harnesses shall meet the requirements of Federal Aviation Regulation 25.785.

(B) The fire extinguisher shall be mounted in a manner readily available to all flight crew members. The fire extinguisher shall comply with National Fire Protection (NFPA) #10 "Standards for Portable Fire Extinguishers". The fire extinguisher shall have a minimum rating of: 5BC.

(C) First Aid Kit - Aeronautical (see Part III; Section J)

(D) Survival Kit - Aeronautical (see Part III; Section J)

(6) RETARDANT TANK

(A) Only tanks and tank systems approved by the Interagency Airtanker Board shall be installed on the aircraft. Any changes that may affect accepted drop characteristics must be approved by the Interagency Airtanker Board.

(B) All retardant tanks shall be capable of being filled in conformity with the certified retardant load through 3 inch diameter single or dual kamlock fittings on both sides of the aircraft or from the tail at a minimum fill rate of 400 to a maximum fill rate of 500 gallons per minute.

(C) Contractor shall maintain the tanking system in accordance with current interagency board criteria. If periodic inspection indicates a laxity in maintaining the retardant system in accordance with the Interagency Airtanker Board and contract specifications, it will be sufficient grounds for termination of the contract in accordance with Part II, Section I, Contract Clause, Default (Fixed-Price Supply and Service).

(7) FLIGHT EQUIPMENT

The pilot-in-command shall insure that the following flying equipment is current, operable, and accessible at the pilot station for each flight during the contract period:

(A) Flashlight having at least two size "D" cells, or equivalent that is in good working order (Federal Aviation Regulations 91.503(a)(1)).

(B) Cockpit checklist shall contain the following procedures:

- Before starting engines
- Before takeoff
- Cruise
- Before drop
- After drop
- Before landing
- After landing
- Stopping engine
- Emergencies:

(C) Appropriate current aeronautical charts, including enroute, terminal and approach. The minimum required to begin work under the contract in the contiguous 48 states is coverage for the same. The minimum required to begin work in Alaska is VFR and IFR coverage for Alaska.

(D) Load Schedule Charts to verify the performance required by C.7.2(1) based on Normal Operating Weight defined in C.7.2(2). The Load Schedule Charts shall reflect the effects of altitude, temperature, wind components, runway length, and runway gradient at the Designated and Alternate Bases. (See Load Reference Chart in Section J).

Contractor shall furnish with each aircraft a quick reference load schedule chart (in the format furnished by the Government) based on approved or demonstrated capabilities reflecting the effects of altitude, temperature, wind component, runway length, and runway gradient for the Designated Base(s) specified in the Schedule of Items and Alternate Bases.

Computation of density altitude shall be made from standard fahrenheit temperature for the field elevation up to and including plus 30 degrees Fahrenheit at all airports. Temperatures other than this range will be listed in the Schedule of Items.

C.5.3 AIRCRAFT MARKINGS-(SEE SECTION D)

C.5.4 AIRCRAFT AVIONICS

(1) CONTRACTOR-FURNISHED AVIONICS SYSTEMS

Contractor-furnished avionics shall be installed, made operable, and maintained by the Contractor in each contract aircraft in accordance with the installation and maintenance standards of of this contract.

(A) RADIO TRANSMITTER/RECEIVER SYSTEMS, as follows:

- (1.) ELT shall be automatic fixed or automatic portable ELT (ELT/AF or ELT/AP meeting TSO-C91 or C-91a) and attached to the aircraft in such a manner that the probability of damage to the transmitter in the event of crash impact is minimized. The external antenna shall be on top of the aircraft. Installation, maintenance, and records shall be accomplished in accordance with Federal Aviation Regulation 91.207, except, notwithstanding paragraphs (f) 1 through (f) 10. The Contractor shall not utilize an aircraft in the performance of this contract unless the aircraft is equipped with fully operational ELT equipment.
- (2.) Two VHF/AM airways communication transmitter/receiver systems, minimum 720 transmit and receive channels crystal controlled, 118.000 to 135.975 Mhz in 25 kHz increments, minimum 5 watts transmit carrier power.

Systems are to include and meet radio tolerance changes that became effective in January 1997.

- (3.) Loran C and Global Positioning System (GPS)
(Either a or b is acceptable)
 - (a.) Loran C receiver and Indicator System meeting the following requirements:
 - (i) VFR provisions of FAA Advisory Circular AC 20-121A.
 - (ii) Minimum performance standards listed in RTCA Document DO-194.
 - (b.) Global Positioning System (GPS) Receiver and Indicator System meeting the following requirements: (REQUIRED IN ALASKA).
 - (i) VFR provisions of FAA Advisory Circular AC 20-138.
 - (ii) Minimum performance standards listed in RTCA Document DO-208.

NOTE: A Loran C and GPS combination unit is acceptable.

- (4.) Two VHF airways navigation VOR/LOC receiver systems with indicators, minimum 100 navigation receive channels crystal controlled.

NOTE: VOR equipment checks for IFR operations. For IFR operations using this VOR system, the VOR equipment of the aircraft must be maintained, checked and inspected under an approved procedure; or operationally checked within the last 30 days and recorded in the Aircraft Maintenance Log. See Federal Aviation Regulation 91.171 for precise requirements.

- (5.) One glidescope system, 20 receive channels, crystal controlled.
- (6.) One marker beacon receiver system with 3-light indicator.
- (7.) One ATC transponder and altitude reporting system meeting the requirements of 14 CFR 91.215 (a)(b) and tested and inspected per 14 CFR 91.413. Inspection or reinspection shall not come due during the contract use period.
- (8.) One ADF automatic direction finder receiver system, frequency range at least 200 to 1,699 KHz, with ADF indicator or one Global Positioning System (GPS) Receiver and Indicator System meeting the following requirements:
 - (a) IFR provision of FAA Advisory Circular AC 20-138
 - (b) Minimum performance standards listed in RTCA Document DO-208.
- (9.) One DME, distance measuring system, 100 channels minimum.
- (10.) One VHF-FM transceiver (FM-1), such as NAT NT150/TH250, Technionics TFM-138/150 series, or other VHF-FM transceiver that has been approved for Interagency Fire aviation usage and meets the following criteria:
 - A. The transceiver's operational frequency range shall include the band of 150 to 174 MHz, with user-programmable channels in selectable 2.5 kHz increments, and with channel spacing of no greater than 25 kHz. Narrow-band (12.5 kHz) channel spacing and adherence to the standards of RTCA document D)160C shall be a requirement on January 1, 2000. Purchase of transceivers which do not provide selection of either wide or narrow band on individual channels is not advised. Contact USFS/OAS Avionics for a listing of radios that currently meet future requirements.

B. Carrier output power shall be no less than 5 watts and no greater than 10 watts (10 watts nominal effective January 1, 2000). The transceiver shall be capable of displaying receiver and transmitter operating frequency, and shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150-174 MHz) and GUARD (168.625 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable. The transceiver's operational controls shall be mounted in a location that is convenient to both co-pilot and observer.

C. One CTCSS sub-audible tone encoder with a minimum of 32 selectable tones meeting the current EIA RS-220 standard, shall be interfaced to the above transceiver. It is desired that the encoder, which may be an integral part of the transceiver, provide a display of the selected tone.

D. The encoder/transceiver system shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.

(B) AUDIO CONTROL SYSTEMS

- (1.) The pilot's position shall be equipped with an integrated audio control system (including a transmitter/receiver selector panel, isolation networks and amplifier, and an override-type interphone system with "hot-mike"). Voice operated systems (VOX) are acceptable for the "hot-mike" requirement.
 - (a.) (For aircraft requiring a co-pilot). The pilot and co-pilot's position shall be equipped with a duplicate, interchangeable, integrated, independent audio control system.
 - (b.) Each panel shall have permanent labeling. Engraved, photo-etched, or silk screen labeling is acceptable. Stick-on labels, decals, and machine stamped labels are not acceptable.
- (2.) Hard helmet (if required), headset, and microphone characteristics.
 - (a.) At the pilot or co-pilot position, one hard helmet headset/boom-microphone compatible with the audio system plugged into a single headset jack and single mike jack shall be used to access all transmitters, receivers, and interphone circuits in the aircraft.
 - (b.) Hard helmet headsets/boom-microphones shall be compatible with the system in the aircraft. (Matched impedances, noise cancelling boom-microphone, etc.)
 - (c.) A spare headset/boom-microphone assembly shall be kept aboard the aircraft within easy reach of pilot (for emergency use only).

(3.) Transmitter Selector System

- (a.) The transmitter selector system shall enable the pilot and co-pilot to talk on all radio communication transmitters or the interphone, separate and independent of each other, from a single microphone jack at his/her associated audio selector panel position.
- (b.) Each transmitter selector position will require a multi-position rotary (or equivalent) switch to select only one transmitter at a time to its associated microphone, and push-to-talk switch, as well as the companion receiver audio to its headset. The multi-position switch will select the following:

VHF - 1
VHF - 2
FM - 1

- (c.) A separate transmit push-to-talk switch for pilot (and co-pilot, if required) shall be located on the control yoke, on the throttle or any panel area convenient to the operator. (Push-to-talk switch shall be adequately marked).

(4.) Receiver Audio Selector System

- (a.) The receiver audio selector system shall enable the pilot and co-pilot to listen to all communications, navigation, and interphone with a single headset jack at his/her associated audio selector panel position.
- (b.) Each selector panel shall have switches which provide selection of individual or simultaneous monitoring of received audio to its associated headset jack. The receiver audio selection switches will select the following:

VHF - 1 --NAV - 1 --MKR
VHF - 2 --NAV - 2
--FM - 1 --ADF

- (c.) Receiver audio amplifier shall have sufficient gain to deliver at least 100 milliwatts (at less than 10 percent distortion) to each head-set, with the available input from any radio receiver.
- (d.) Isolation shall be sufficient to limit cross-talk between receiver inputs to at least 40 db below normal input level when two or more receivers are simultaneously selected.
- (e.) Noise output from the amplifier (in the absence of an audio input signal) shall be at least 40 db below 100 milliwatts at each headset, (with the amplifier gain set for 100 milliwatts normal voice output).

(5.) Interphone System

- (a.) An override-type interphone system shall mix with but not mute selected receiver audio and be operable without regard to the position of the transmitter selector switch. (Interphone push-to-talk switch separate from the transmit push-to-talk switch.) A push to talk switch for the Interphone System will be available at the Pilot Inspector position.
- (b.) The interphone system shall have "hot-mike" capability to permit instant and continuous intercommunications between the pilot and co-pilot. A "hot-mike" disable switch may be provided accessible by only the pilot, OR, a separate disable switch may be provided at each interphone position which will disable the "hot-mike" at that position only. Voice operated systems (VOX) are acceptable for the "hot-mike" requirement.
- (c.) For turbine powered aircraft, an interphone system shall be available to the exterior of the aircraft during hot-reloading procedures.

(C) INSTALLATION AND MAINTENANCE STANDARDS

- (1.) All avionics systems (used in or on the aircraft for this contract) and their installation and maintenance shall comply with all applicable Federal Aviation Regulations, notwithstanding any exclusions for public aircraft allowed in the Federal Aviation Regulations.
- (2.) Where requirements of this contract exceed the minimum requirements of the Federal Aviation Regulations, the more stringent requirements of this contract shall apply.
- (3.) Particular attention is called to the following Federal Aviation Regulations requirements:
 - (a.) All avionics installation and maintenance and approval of the aircraft for return to service after such installation and maintenance shall be performed by an FAA-certified repair station or a manufacturer in accordance with Federal Aviation Regulation Part 43.

- (b.) All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions and shall be made operable and maintained operable to the manufacturer's specifications per Federal Aviation Regulation Part 43.
- (4.) Acceptable methods, techniques, and practices for aircraft alterations, inspection, and repair are detailed in Federal Aviation Regulation Part 43 and Advisory Circulars AC 43.13-1A and AC 43.13-2A.
- (5.) The recommendations in AC 43.13-1A Chapter 11 "Electrical Systems" and Chapter 15 "Radio and Electronic Systems," as well as AC 43.13-2A Chapter 1 "Structural Data", Chapter 2 "Radio Installation", and Chapter 3 "Antenna Installation", shall be strictly adhered to. These include, but are not limited to, the following:

- (a.) Wire and Cable

Wire and cable selected for proper size and the environment they will be subjected to and marked (wire and cable marked with a combination of letters and numbers which identify the wire or cable, the circuit it belongs to, its gauge size or cable characteristics and any other information required to relate the wire or cable to the wiring diagram; mark at each end and at 30 to 38 cm. intervals along the wire or cable. Short wires or cables under 18 cm., mark in the middle; coaxial cable and wire bundles, install marked sleeving) routed, tied, laced, clamped, and protected per AC 43.13-1A Chapter 11.

- (i) Minimum radius of any cable, bundle of cables, or coax shall be 3 inches or 10 times the diameter of the cable or bundle of cables, whichever is greater.
- (ii) Coax transmission lines shall not be "ty-wrapped" or otherwise secured in such a manner as to deform or compress the cable.

(b.) Interference Protection

Bonding, shielding, and filtering; per AC 43.12-1A Chapter 15, and in accordance with Appendix 7 of ARINC Specification No 413. Special care is mandatory in avoiding ground loops and interference coupling in "Category IV Sensitive Wiring" such as microphone circuits, audio output circuits, signal inputs to flight computers, etc. ARINC Spec No. 413 can be purchased from:

Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, Maryland 21401

Telephone: 410/266-4117

(c.) Antenna Location

Antennas located to minimize interaction among radio systems, minimize pickup of electrical interference, minimize obstruction to signal reception by aircraft or aircraft aircraft components, and avoid interference with air supply to pitot and instrument static sources; per AC 43.13-2A Chapter 3. A minimum of five feet of separation between antennas shall be maintained where possible.

(d.) Antenna Installation

Antennas installed on metallic skin, with reinforcing plates or doublers; on non-metallic skin or open framework, with an aluminum sheet ground plane, properly secured and electrically bonded to the airframe and of adequate size for the frequency of the antenna; per AC 43.13-2A, Chapter 3.

(e.) Antenna Type

Antenna to be weatherproof external antennas; vertically polarized for VHF or UHF communications and ELT's; polarization for navigation and other systems as required by

the system; broadband for multi-channel communication systems (with VSWR less than 1.5 to 1 for narrow-band VHF or UHF communication antennas, and less than 2 to 1 for broadband VHF or UHF communications antennas); and as required by the manufacturer of the system for other systems; per AC 43.13-2A Chapter 3.

(f.) Equipment Mounting

- (i) Avionics equipment mounting location and installation are not to interfere with passenger safety space and comfort; be readily accessible for service; provide air circulation for proper cooling; protect from damage, by baggage, by seat deflection, by hazardous fluids or fumes (water, slurry, oxygen, fuel, etc.), by striking other equipment or part of the aircraft; provide sufficient slack in all cables at units, instruments, and control heads to facilitate their removal and servicing; per AC 43.13-2A Chapter 2.
- (ii) Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designed areas for collapse shall be protected.

(6.) A complete set of wiring and schematic diagrams covering all Contractor-furnished systems and wiring shall be carried aboard the aircraft.

(7.) Primary Radio Power

Power to all avionics systems shall be enabled/disabled by a master switch, toggle-type, mounted on instrument/radio panel and identified as (Radio Master or Avionics Master).

C.5.5 AIRCRAFT MAINTENANCE

(1) All maintenance shall be performed in accordance with manufacturer's recommendations and all applicable Federal Aviation Regulations pertaining to civil aircraft. The standard of performance for all maintenance shall be FAR part 43 and FAR Part 91. The Contractor will assure that all maintenance performed

on contract aircraft is recorded in the aircraft's maintenance record as specified in Part I, Section C.5.5(8)(A).

(2) All aircraft inspections shall be performed in accordance with an FAA-accepted inspection or continuous maintenance program applicable to the aircraft at the start of the contract. A copy of the inspection or maintenance program used by the operator in accordance with Federal Aviation Regulation 91.409(f)(1) through (4), or Part 121, Subpart L (135.2), shall be made available to the Contracting Officer prior to the start of the contract.

(3) Compliance with mandatory manufacturer's bulletins, FAA Airworthiness Directives (AD) as applicable, and the correction of maintenance deficiencies shall be accomplished prior to the start and during the period of contract performance.

(4) All maintenance deficiencies existing prior to the contract shall be corrected before the starting date of the contract. Those deficiencies occurring during the contract shall be corrected in accordance with Federal Aviation Regulation 91.405 or, if the aircraft is operated under Federal Aviation Regulation Part 121, the operator's maintenance manual. For the purpose of maintenance, the Airtanker shall be off duty on the days in which the Airtanker crew is off duty.

(5) Aircraft shall have been weighed originally as an Airtanker. Weight and balance data, including forward and aft center of gravity limits, shall be recorded and maintained in aircraft records. Weight and balance update shall be accomplished following major repair or major alterations that would have an appreciable affect on weight and balance.

(6) Magnetic compass shall be placarded per Federal Aviation Regulation 23.1547.

(7) The aircraft's static pressure system and altimeters shall be maintained in accordance with the requirements of Federal Aviation Regulations 91.411. Inspection or reinspection shall not come due during the contract use period.

(8) The following aircraft records and manuals shall be available at the Designated Base or on board the aircraft for each contract aircraft:

- (A) A current copy of the airframe and engine maintenance records which contain at least the information required in Federal Aviation Regulation 91.417.

(B) Aircraft Daily Maintenance Log

- (1.) An aircraft Daily Maintenance Log will be maintained for each aircraft used on contract. The form illustrated in Part III, Section J. is only a sample, but illustrates the minimum requirements.
- (2.) This form or similar log must contain the following minimum information:
 - (a.) Name of the Contractor
 - (c.) Aircraft Identification Number
 - (d.) Tanker Number
 - (e.) Flight Crew
 - (f.) Departure and Destination Each Flight
 - (g.) Takeoff and Landing Time Each Flight
 - (h.) Elapsed Time Each Flight
 - (i.) Total Time Each Date a Flight is Completed
 - (j.) Total Aircraft Time
 - (k.) Purpose of Each Flight (i.e., Ferry, Maintenance, Crew Training, Revenue, etc.)
 - (l.) Recording of Fuel and Oil Added and Total Fuel on Board After Each Refueling
 - (m.) Space for Recording Discrepancies as They Occur During Each Flight
 - (n.) Space for Corrective Action Taken on Discrepancies. (Serial Numbers of major components removed and replacements will be recorded in this Section)
- (3.) A log sheet entry is required any day a flight is performed regardless of the purpose. One copy of each completed log sheet will be maintained at the Contractor's principal base of operations, and will

be made available to the Forest Service Audit Representative(s) and the National Airtanker Inspection Team.

- (C) A copy of current weight and balance data. A completed sample weight and balance computation based on normal operating weight at the Designated Base.
- (D) One copy of the Manufacturer's Maintenance Manual for each make and model aircraft and engine used.

(9) The Contractor shall provide a qualified mechanic or repair facility 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. A repair facility used in lieu of a Contractor mechanic shall be appropriately rated FAA-Certified repair Station. If the Government inspection indicates a general laxity in this respect, it will be sufficient grounds for disapproving a mechanic or repair facility from performing maintenance on contract aircraft or termination of the contract in accordance with Part II, Section I, Contract Clauses, (FAR 52.249.08) Default (Fixed-Price Supply and Service).

(10) Engines

(A) The maximum time since rebuild or time since overhaul permitted on any engine installed on a contract airtanker shall be:

(1.) Reciprocating

Pratt & Whitney	R-2000	1550 hours
	R-2800 "B" Series	2100 hours
	R-2800 "C" Series	2450 hours
	R-4360	1250 hours
Wright	R-2600	1250 hours
	R-3350	1750 hours

- (2.) Turbojet - Not to exceed Manufacturer's recommendations.
- (3.) Turboprop - Shall not exceed Military or Civil approved times.

Allison T-56 series engines shall not be operated when efficiency becomes less than 95%.

- (4.) Extensions to Maximum Engine Time Since Overhaul or Rebuild - Extensions may be requested by submitting a written request to the Contracting Officer for consideration. The request should include provisions for sampling, monitoring and evaluating the engines to be extended.

(B) Each engine shall have at least 100 hours time remaining before any overhaul or hot section inspection at the start of the Pre-Season (Mandatory) or shall be "backed-up" by a substitute engine having more than 100 hours time remaining and installed in a QEC (Quick Engine Change) unit.

NOTE: QEC unit is defined as the engine complete with engine mount, accessories, and the necessary wiring and tubing assembled in such a manner that it can be installed on the aircraft in a minimum amount of time. A QEC unit need not have the cowling or propeller installed to be a complete unit. Maintenance records that meet FAR 91 shall be kept with the QEC unit.

(C) "Top" overhauls will not be considered as an overhaul on any reciprocating engine. A "Hot Section" inspection will not be considered as an overhaul on any turbojet or turboprop engine unless so specified by the manufacturer of the engine.

(D) Following engine damage resulting in metal contamination of the engine lubrication system, the following items will be accomplished before the aircraft is approved for return to service: (Applicable only to contaminated parts)

- (1.) All engine accessories, except propellers dependent on circulating engine oil pressure for operation, will be removed and replaced with new, overhauled, rebuilt or serviceable units certified as airworthy by an appropriately-rated person (14 CFR 43.3).
- (2.) Propellers using the engine oil system for operation shall have the propeller dome removed and flushed.
- (3.) The engine oil cooler shall be removed and replaced with a new, overhauled or repaired unit which has been certified as airworthy by an appropriately rated FAA Certified Repair Station.
- (4.) Any additional inspections or maintenance required by either the airframe or engine manufacturer shall be accomplished.

(E) Following any engine replacement, the Contractor shall make a maintenance test flight which includes an operational check of the replacement engine's systems. A full propeller feather check shall be accomplished on Reciprocating and Turboprop engine aircraft. The results of an engine power check shall be entered in the maintenance records.

(F) Any aircraft engine or propeller offered for use on contract aircraft shall have available for inspection certified records issued by an appropriately-rated person (14 CFR 43.3) or military authority verifying a) total time, and b) time and date of last overhaul. In the case of a replacement engine installed during the Mandatory Availability Period, the certified records shall be available for inspection at the location where approval is requested. Any engine removed from storage (unsealed - 2 years; sealed - 5 years, or greater) shall be inspected for rust and corrosion, compliance with Airworthiness Directives, and attested airworthy by a certified powerplant mechanic prior to use on any aircraft.

11) Installed Parts

All replacement parts installed in contract aircraft will be certified serviceable and be of aircraft quality.

(12) Modifications and Alterations

Any major modification or alteration accomplished to the aircraft or systems shall be documented in accordance with 14 CFR Part 43 Appendix B.

C.6 PERSONNEL SPECIFICATIONS

C.6.1 FLIGHT AND DUTY LIMITATIONS

(1) All flight crew members shall be limited to the following tours of duty and flight hours. All revenue-producing flying time, such as charter, air commerce, aerial work activities, flight instruction, whether under this contract or not, shall count toward the limitations. During times of prolonged heavy fire activity, Federal Agencies may issue a Notice reducing the flight crew member duty day and/or increasing days off; on a geographical or agency wide basis.

(A) Flight time shall not exceed a total of 8 hours in any duty day.

(B) Assigned duty of any kind shall not exceed 14 hours in any 24-hour period.

(C) Flight crew members accumulating 36 hours of flight time in any 6 consecutive days or less, are required to have the following day off. Maximum cumulative flight hours shall not exceed 42 hours in any 6 consecutive days.

(D) Within any 24-hour period, flight crew members shall have a minimum of 10 consecutive uninterrupted hours off duty immediately prior to the beginning of the next duty day.

(E) Duty shall include flight time, ground duty of any kind, and standby or alert status at any location, but does not include normal or reasonable travel time to and from lodging accommodations at the designated or alternate base.

(F) The Government will schedule days off once every seven days in the contiguous 48 states.

(G) Flight crew members flying airport-to-airport shall be limited to 10 hours of flight time per day, Item C.6.1(1)(A) notwithstanding. This does not include flights from one airport to a fire and then to another airport. Flight crew members flying airport-to-airport and also other missions the same day shall be limited to the flight hours in Items C.6.1(1)(A) and C.6.1(1)(C).

(H) Flight crew members may be relieved of duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations. (*See Section F.3 (6)*).

(2) When the available flight hours within the limitations of Section C.6.1(1)(A) and C.6.1(1)(C) are reduced due to non-contract flying, the availability payment for the day will be reduced as provided in the contract.

(3) Flight crew members may function as mechanics provided:

(A) They possess a valid FAA mechanic certificate with appropriate ratings.

(B) The normal flight crew duty limitations will apply when functioning as a mechanic.

(C) During unavailability, mechanic duties in excess of two hours will apply as flight time on a one-to-one basis toward flight hour limitations.

(D) A Certificated mechanic with appropriate ratings, other than the flight crew perform all scheduled inspections.

(E) Maintenance or inspection on the day off is performed by personnel other than the flight crew.

C.6.2 FLIGHT CREW REQUIREMENTS

(1) Airtanker Pilot-in-Command (AKP) shall possess:

(A) FAA Commercial Certificates

(B) Class II Medical Certificate valid through the contract Mandatory, Pre-Season Mandatory and Post Periods.

(C) FAA instrument rating for airplanes.

(D) Category and type ratings in aircraft to be flown, not limited to VFR.

(E) "Recent flight experience": Airtanker Pilot-in-Command requirements of Federal Aviation Regulation Part 61.58(a) and instrument current requirements of Federal Aviation Regulation Part 61.57(c),(d), and (e) competency check.

(F) Proof of completion at the Forest Service Airtanker Pilot Video Program or completion of National Aerial Firefighting Academy course.

(G) Proof of attendance of a contract Pre-Work Conference including an operational briefing by the Agency.

(H) Proof of qualifications to meet Federal Aviation Regulation Part 137.53 for congested areas. (See reference C.6.2(3)(B)(4.)).

(I) A current FS or OAS Agency Pilot Qualification Record Card issued by a USDA/USDI approved Inspector of pilots. Pilots requesting initial carding as an Airtanker pilot or any pilot observed conducting poor flight practices may be required to demonstrate their ability to perform Pilot-in-Command duties (Federal Aviation Regulation Part 61, Appendix A), to a designated USDA/USDI Inspector of pilots.

(J) The following flight experience:

- | | | |
|------|------------------------------|------------|
| (1.) | Total time - All aircraft | 1500 hours |
| (2.) | Pilot-in-Command - Airplanes | 1200 hours |

PILOT-IN-COMMAND BREAKDOWN

- | | | |
|-------|--|-----------------|
| (3.) | Make and model to be flown
(Plus a type rating if over
12,500 pounds) | 25 hours 1/ |
| (4.) | Category (airplane) and class
(multi-engine) to be flown | 200 hours |
| (5.) | Multi-engine aircraft over
12,500 pounds, if applicable
(except for time credit note)
all time must be accumulated
after receiving type rating) | 2/
100 hours |
| (6.) | During preceding 12 months -
airplanes | 100 hours 3/ |
| (7.) | Actual or simulated
instrument time
(Minimum 50 actual) | 75 hours |
| (8.) | Night flying to include at
least three takeoffs and
landings to full stop during
the preceding 90 days in
category and class | 100 hours |
| (9.) | Typical terrain and landing
facilities - mountain and
low-level | 200 hours |
| (10.) | In make and model to be flown
annually during 60 days prior to
contract Mandatory Availability
Period. This requirement shall be performed from the left seat
and shall include: | 5 hours |
| (a.) | Five takeoffs and landings, | |

- (b.) Dropping 2 full loads of water in typical terrain under the observation of a designated Pilot Inspector at the initial reporting base.

Water drops may be accomplished at other than designated bases when approved in advance by the Contracting Officer.

- 1/ The time in the make and model to be flown may be reduced to 10 hours provided the pilot holds an initial attack rating and completes training in maneuvers simulating Airtanker operations.
- 2/ Pilots who have flown as Co-Pilots in multi-engine Airtanker operations may count 50 percent of that time toward the 100 hours Pilot-in-Command requirement (left seat) to a maximum of 50 hours.
- 3/ or, performed as Airtanker Pilot (AKP) during preceding 12 months.

(2) Co-Pilot (AKC)

- | | | |
|-----|--|--------------|
| (A) | Pilot-in-Command - airplane | 800 hours |
| (B) | Flight hours preceding 12 months - airplane | 100 hours 1/ |
| (C) | FAA multi-engine rating | |
| (D) | FAA instrument rating - airplane | |
| (E) | FAA commercial certificate | |
| (F) | Class II medical certificate valid through the contract mandatory, pre-season, and post-season periods. | |
| (G) | Meet requirements of Federal Aviation Regulation Part 61.55 and 61.56. | |
| (H) | Shall have a current Government Agency Pilot Qualification Record Card issued by a USDA/USDI approved Inspector of Pilots. | |

1/ or, performed as an Airtanker Co-Pilot/Pilot in the past 12 months, or received a Type rating in the Make and Model to be flown in the past 12 months.

(3) Initial Attack Pilot (AKI) (See Section H)

(A) Initial Attack Pilots are pilots who have met the qualification requirements in Part I, Section C.6.2(1) and who have been issued a Federal Government Initial Attack Qualification card within the last 36 months by a designated Federal Government Inspector of Airtanker Pilots. Pilots, previously designated as Initial Attack rated but who have not acted in that capacity during the past 36 months, shall demonstrate to a qualified observer that they still possess a high level of fire behavior knowledge and have the capability to make safe accurate drops without supervision. They must fly five (5) missions on going fires in which they drop full loads of retardant before being reissued an Initial Attack Rating.

(B) Qualification cards may be issued during the fire season when the following requirements have been satisfactorily completed.

- (1.) Met Pilot-in-Command qualification requirements in Part I, Section C.6.2.(1).
- (2.) On contracts not specifying Initial Attack Rated Pilots:
 - (a.) Hold an Airtanker Pilot (AKP) Card for the aircraft to be flown.
 - (b.) Initial Attack candidates shall have 75 hours flight time on going fires in the past 36 months. Twenty-five hours must be as Pilot-in-Command.
 - (c.) Initial Attack candidates must have flown 25 completed missions. (See Footnote 1 and 2)

1/. The completed missions must be documented in the pilot's logbook as to date, fire name, and qualified person observing drop(s).

2/. Completed mission is defined as separate drops, partial or full loads, and where varying approaches and departures are performed.

- (d.) Initial Attack must be evaluated and recommended by not less than two qualified observers after demonstrating the characteristics of an Initial Attack Pilot.
- (3.) On contracts specifying Initial Attack Rated Pilots, a Co-Pilot may qualify for Initial Attack Rating if they accomplish the following in the order shown:
- (a.) Hold an Airtanker Pilot Card (AKP) for the aircraft to be flown.
 - (b.) Perform 20 completed missions on going fires under the supervision of an Initial Attack Pilot aboard the aircraft and documented by a qualified observer who is either a Qualified Leadplane Pilot or Tactical Group Supervisor.
 - (c.) Complete 5 missions on going fires without an Initial Attack Rated Pilot on board of which at least one is observed by a designated Federal Pilot Inspector or one (1) mission on a going fire with an authorized Pilot Inspector on board. (This is in addition to 20 completed missions referred to in the above paragraph.
 - (d.) Are recommended for upgrading by an Initial Attack Pilot who has flown with them on fires.
 - (e.) Record the completed missions in the Pilot's logbook as to date, fire, and identity of qualified observer.
- (4.) Applicants not meeting FAR 137.53, congested area requirements, may be issued an AKP card provided the limitation is noted on the card by the pilot inspector and a qualified AKI is assigned to every mission.

(C) The following procedures will be used to identify and develop Initial Attack candidates:

- (1.) Operators shall identify Initial Attack

candidates in writing to the appropriate Agency official. This should be done when applicant is ready to document the required missions under Part I, Section C.6.2(3)(B) on going fires.

- (2.) Candidate completes required missions documented by qualified observer. To facilitate documentation, applicants shall identify themselves as an "Initial Attack Candidate" to qualified observers when checking in over the fire on each mission.
- (3.) Agencies, acting on information provided by applicant, then request evaluations from qualified observers. Recommendations for designation must be made by not less than two qualified observers, one of whom must be a USDA/USDI approved Inspector of pilots.
- (4.) Review of evaluations will be made by the appropriate Agency official's endorsement on the Pilot's approval card for Initial Attack.

(4) FLIGHT ENGINEER (FE)

- (A.) Shall have current FAA Flight Engineer Certificate with appropriate rating issued under Title 14 Federal Aviation Regulations (CFR) Part 63 and meet currency requirements of Title 14 CFR 91.529 (b) with a minimum of 5 hours within 60 days prior to the start of contract mandatory period.

(1) Flight Engineers who meet FAA FE currently requirements and also maintain currency and approval as an airtanker pilot in command under this contract are not required to meet the minimum of 5 hours within 60 days as stated above.

- (B.) Shall have current Class II (or higher) medical certificate issued under Federal Aviation Regulation part 67.
- (C.) Shall have current authorization from Contractor.
- (D.) Shall have current Agency Qualification Card.
- (E.) Flight Engineer required for C-130 operations.

C.6.3 PILOT AUTHORITY AND RESPONSIBILITY

- (1) The Pilot shall be responsible for the safe operation of the aircraft and the safety of its occupants and cargo. Safety

requirements, such as pre-flight, reserve fuel, and weight and balance limitations shall be strictly adhered to. The Pilot shall refuse any flight or landing which the Pilot considers hazardous or unsafe.

(2) The Pilot shall promptly report any mechanical discrepancies to the Government (Leadplane, Air Tactical Group Supervisor and/or Base Manager) and make certain that any such discrepancy is corrected and that the aircraft is inspected and maintained in accordance with the operator's certificate.

(3) Pilots who fly recklessly, do ineffective work, are unable to adapt to field living conditions, or whose general performance is unsatisfactory in the opinion of the Contracting Officer, shall be replaced by the Contractor. The Contractor will be notified in writing stating the conditions of unsatisfactory performance, and stating a time limit by which a replacement Pilot must be obtained.

(4) To reduce the hazards of airtanker retardant drops in the early morning and late afternoon hours, the following limitations shall apply. These limitations apply to the time the aircraft arrives over the fire, NOT to the time the aircraft conducts retardant drops.

A. Normally, airtankers shall be dispatched to arrive over a fire not earlier than 30 minutes after official sunrise and not later than 30 minutes before official sunset.

B. Airtankers may be dispatched to arrive over a fire as early as 30 minutes prior to official sunrise and as late as 30 minutes after official sunset provided:

- (1.) A qualified Air Tactical Group Supervisor or Airtanker Coordinator (leadplane) is on the scene; AND
- (2.) Has determined that visibility and other safety factors are suitable for dropping retardant; AND
- (3.) Notifies the appropriate dispatcher of this determination.

C. *In Alaska an airtanker pilot shall not be authorized to drop retardant during periods outside of civil twilight.*

(5) Co-Pilots or non-initial attack rated pilots shall only be authorized to fly the aircraft on and over fires when they hold an Airtanker (AKP) Card and are supervised by a leadplane. (Each drop must be authorized).

(6) All Flight Crew Members shall keep a log of duty hours and inform the appropriate flight operations of flight duty time on a daily basis.

(7) Up-to-date logbooks shall be submitted annually by all ***Flight crew members*** for verification of time and experience.

C.6.4 ADDITIONAL CREW MEMBERS

(1) Only those personnel essential to an air attack flight shall be on board the Airtanker during actual fire missions. The only exception shall be the limited authorization of Contractor designated check pilots, Contractor employed aircraft mechanics, Government designated technical inspectors, or Government designated leadplane pilots/trainees. Such authorizations shall be on a limited basis and only with prior approval of the Contracting Officer. Persons will be authorized to be on board an airtanker in compliance with FAR 91.313 (d).

Such flights shall be limited to Airtankers having an additional seat (other than the required crew seats) with seat belt, shoulder harness, and intercom connectors.

(2) Only the following personnel with listed qualifications and under the conditions as stated may be authorized as an additional crew member.

(A) Chief Check Pilot (Contractor)

- (1.) Shall be Initial Attack qualified.
- (2.) FAA type-rated in the aircraft to be flown.
- (3.) Shall have current designation as Check Pilot from Contractor.
- (4.) Shall have current Agency Qualification Card.

(B) Flight Engineer (Contractor)

- (1.) Shall have current authorization from Contractor.
- (2.) Shall have current Agency Qualification Card.

(C) Aircraft Mechanic (Contractor)

- (1.) Shall have current authorization from Contractor before riding in aircraft.
- (2.) Will have current authorization from the Contracting Officer or Contracting Officer's Representative prior to each flight.

(D) Authorized Aircraft or Pilot Inspector (Government)

- (1.) Will have current authorization from Contractor and Pilot-in-Command before riding in aircraft.
- (2.) Will have current authorization from the Contracting Officer prior to each flight.

- (E) Authorized Airtanker Lead Plane Pilot/Airtanker Lead Plane Pilot Trainee (Government)
 - (1.) Will have current authorization from Contractor and Pilot-in-Command before riding in aircraft.
 - (2.) Will have current authorization from the Contracting Officer prior to each flight.

(3) Other Personnel - Ferry Flights

Contractor personnel essential to the Airtanker for the performance of the contract work may be authorized in advance by the Contracting Officer to board ferry flights to alternate bases and return when the Airtanker is not dispatched to a fire mission.

C.6.5 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

The following Contractor-furnished personal protective clothing and equipment shall be required on all flights except during ferrying of aircraft at cruise altitude when the aircraft is not loaded with fire retardant material.

(1) Aviator's Helmet (single pilot aircraft)

Aviator's helmets with chin straps shall be worn in single pilot aircraft .

(2) Fire-Resistant Clothing

(A) All crew members and additional crew members shall wear long-sleeved shirts and trousers (or long-sleeved flight suits) made of fire-resistant material, leather boots, and leather gloves, or gloves made of fire-resistant material. The shirt, trousers, boots, and gloves shall overlap by two or more inches when the pilot is in a sitting position with hands on the yoke. Pilots shall not wear clothing made of synthetic materials, except for the fire-resistant clothing described above. Leather boots shall extend above the ankle. Such boots may not have synthetic insert panels (such as jungle boots) unless the panels are of a polyamide or aramide (commonly called Nomex) or Polybenzimidazole (PBI), Kevlar, or flame-resistant fabric. Specifically prohibited are boots with nylon, dacron or similar inserts which demonstrate a "melting" characteristic when exposed to an open flame or high temperature.

(B) Nomex or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn.

(C) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.y

C.7 FLIGHT AND GROUND OPERATIONS

C.7.1 GENERAL

(1) Aircraft shall be operated in accordance with the requirements of Federal Aviation Regulations Parts 91 and 137 governing all civil aircraft (Federal Aviation Regulation 137.29(d), notwithstanding), other Federal Aviation Regulations stated in the contract and the air regulations of the States in which the aircraft may operate under this contract, except those requirements specifically exempted by the Contracting Officer while operating for Government Agencies. Status as a public aircraft does not alter this requirement for compliance with the above regulations.

(2) Aircraft shall be operated within recommended flight envelope limitations. Aircraft operating in turbulent conditions shall not exceed authorized penetration speeds for the aircraft.

(3) All flights shall be loaded such that the center of gravity shall remain within allowed limits during the flight. Actual weights shall be used for weight calculations. The Pilot-in-Command shall be responsible for compliance with the approved center of gravity limitations.

(4) Airtankers shall be required to load the applicable minimum payload shown in the Schedule of Items at the Designated Base(s). When additional gallonage is ordered by the Contracting Officer, those Airtankers capable and approved to do so will carry the additional gallonage.

(5) At the Government's discretion, Airtankers may at times be loaded with retardant and shall remain loaded until dispatched to a fire. Off-loading may be authorized by the Contracting Officer when required for the performance of maintenance or flights not requiring retardant.

(6) Retardants shall be dropped as accurately as possible on the designated target areas of the fire. Minimum drop height is 150 feet above the ground or canopy cover (whichever is higher). Depending on the type and volume of retardant dropped at one time, the safe drop height altitude may be higher.

(7) Anti-collision lights shall be lighted for all flight operations except when the Pilot-in-Command determines in the interest of safety, to turn the lights off (Federal Aviation Regulation 91.209).

(8) Aircraft with inoperable instruments or equipment shall be operated in accordance with FAR Part 91.213.

(9) A copy of the current contract shall be kept in the aircraft at all times.

(10) See Section H (*Alaska Requirements*)

(11) Aircraft shall not be fueled while engines are running, or propellers are turning.

C.7.2 AIRCRAFT PERFORMANCE

(1) Airtankers shall be operated in an expeditious, reasonable and prudent manner on all flights. This shall normally be maximum allowable take-off power, flight manual recommended climb power and all level flight in cruise configuration at a minimum of 55% power in reciprocating powered airtanker. Turbine powered airtankers will be expected to cruise at best speed without exceeding manufacturers or FAA limitations.

Performance from the designated base(s) carrying the minimum payload specified in the Schedule of Items at a temperature of ISA + 30 degrees F is required. Should the average temperature exceed ISA + 30 degrees F the majority of time during the mandatory period, a higher temperature will be specified in the Schedule of Items for minimum performance criteria at that designated base(s).

(2) AIRCRAFT WEIGHT FACTORS

Aircraft performance data shall be computed using the aircraft normal operating weight determined by the following weight factors:

- (A) Empty weight of the aircraft in Airtanker configuration.
- (B) Flight crew.
- (C) Necessary flight kit materials.
- (D) Radio
- (E) Two and one-half hours of fuel computed at the rate specified in Section C.5.1(6).
- (F) Contract retardant weight. (Calculated at nine (9) pounds per gallon.)
- (G) All other necessary operating fluids.
- (H) Weight penalty placed on the aircraft by the FAA for the tank installation (if applicable).
- (I) Other Contractor parts and supplies which are carried on board the aircraft.

(3) TAKEOFF AND LANDING

(A) All Airtankers shall, in accordance with the manufacturer's recommended normal take-off configuration, be capable of accelerating on all engines to take-off safety speed and lift-off within 80% of the effective runway. Take-off safety speed is defined as the manufacturer's or FAA-approved lift-off speed, or if these are not available, 115% of power off stall speed.

(B) Two and three engine Airtankers shall meet accelerate- stop requirements. The aircraft shall be capable of accelerating on all engines to the manufacturer or FAA-approved decision-speed, lose an engine, continue to accelerate at take-off with a failed engine in the runway remaining, or come to a stop on the runway or within a surfaced overrun or clear area. If decision speed is not available, take-off safety speed shall be used in determining accelerate-stop requirements.

(C) In the event of an aborted mission, all Airtankers shall land with their contracted load on board unless legal landing weight or airport limits will be exceeded. At any time during an emergency, or when adverse conditions make safe landing uncertain, the pilot may drop all or part of the load as the pilot deems necessary. (See Part I, Section G)

(D) Maximum allowable landing weights for the Designated Base shall appear on the quick reference charts required in Part I, Section C.7.2(1).

C.7.3 SUBSTITUTION OF AIRCRAFT AND PILOTS

(1) The Contractor may substitute aircraft or pilots during performance of the contract provided such substitution meets all the requirements of the contract and is approved in writing by the Contracting Officer.

(2) Request for substitution shall be made at least ten (10) days prior to the proposed exchange, except for unforeseeable conditions.

(3) It is expected that maintenance shall be performed as necessary on the aircraft on the day in which the crew for the aircraft is off duty due to flight and duty limitations. Such aircraft will not be approved as a substitute for another aircraft (see Section C.5.5(4)).

C.7.4 ACCIDENTS AND INCIDENTS

(1) Accidents shall mean destruction or substantial damage to the aircraft, aircraft components and any injury to personnel, as defined by National Transportation Safety Board (NTSB)(49 CFR Part 830).

(2) Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Contractor will provide the agency with information necessary to complete a NTSB Form 6120.1/2.

(3) Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury, or a deviation from standard procedures. Classification of an incident as an "Incident with Potential" is determined by the agency.

(4) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an Aircraft Accident or Incident with Potential. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The Contracting Officer shall be immediately notified when such actions take place. All wreckage equipment and records which might be involved in an accident related to this contract shall be under the control of the Contracting Officer or other persons or agencies designated by the Contracting Officer until released. The NTSB's release of the wreckage does not constitute a release by the Contracting Officer.

(5) Aircraft or pilots involved in accident or incident with potential are suspended from further use until released by the Contracting Officer.

(6) The Contractor agrees to fully cooperate in any investigation and to provide any needed records, statements or parts in the investigation of any accident or serious incident.

(7) If the Government deems it necessary to disassemble any of the aircraft or its components to determine probable cause of the accident or incident, the Government will be responsible for any costs for disassembling. The Contractor will be responsible for any costs involved in reassembly and approval for return-to-service and transportation of any item(s) disassembled by the Government.

SECTION D - PACKAGING AND MARKING

D.1 AIRCRAFT MARKINGS

(1) Tanker 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 five-inch brush stroke. The number shall not interfere with the aircraft's registration "N" number.

(2) 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:

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

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

(C) 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.

(D) 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.

(3) 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. gallons.

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

Maximum Gross Weight Contracted Retardant Weight
Maximum Landing Weight *Normal Operating Weight

* "Normal Operating Weight" is defined in C.7.2.(2).

(5) Each loading level of the retardant tank shall be marked with the number of gallons capacity and the weight of retardant at that level.

(6) 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.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCES

(FAR 52.252-2)(AUG 1988)

This contract incorporates one or more clauses by reference, with the same force and effects as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATIONS (48CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None by reference

E.2 INSPECTION OF SERVICES--FIXED PRICE

(FAR 52.246-4)(AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future

performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 INSPECTION AND ACCEPTANCE

E.3.1 PRE-USE INSPECTION OF PERSONNEL AND EQUIPMENT

(1) Each year prior to use of aircraft covered by this contract, the Government will conduct pre-use inspections of aircraft for compliance with the contract specifications and conditions. Pre-season inspection will be scheduled by the Government. (***Reference Airtanker Inspection Form and Aircraft Approval Card, Section J.***)

(2) Performance tests, including takeoff, landing, and tactical flying to ascertain that aircraft and pilot meet specifications may be required by the Contracting Officer.

E.3.2 PRE-USE INSPECTION EXPENSES

(1) The Contractor, at Contractor's expense, shall have the aircraft available for inspection 60 days prior to the scheduled Mandatory Availability Period. The pre-use inspection will be at the Contractor's home base or at other locations agreed upon by the Government.

(2) Pilot flight performance evaluation shall be conducted when requested by the Contracting Officer or the USDA/USDI approved inspector of pilots to further verify the pilot's ability to perform. (See Appendix J for proficiency guidelines) The aircraft used for this evaluation will be the same make, model, and series as offered for this contract, shall be equipped with dual controls and shall be provided by the Contractor for the evaluation flight(s) at the Contractor's expense. Location of the evaluation flight(s) may include access to terrain similar to that to be flown during the contract period. Flight time for each pilot will not exceed two hours for initial inspection.

(3) Any inspection of additional aircraft or personnel after this initial inspection will also be at Contractor's expense.

E.3.3 REINSPECTION EXPENSES

When reinspection is necessary because the aircraft or pilot did not comply with contract specifications at time of initial inspection, then reinspection costs incurred by the Government will be charged

to the Contractor. Such costs will include actual costs of transportation, per diem, and overtime of the Government Inspector(s). The Contractor shall give advance notice to the Contracting Office when the aircraft is ready for reinspection.

E.3.4 INSPECTIONS DURING USE

(1) At any time during operation under the contract, the Contracting Officer may make, or cause to be made, such tests and inspections as deemed necessary to determine equipment and pilot(s) currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.

(2) In order to maintain airplane readiness for flight and crew proficiency during operation under the contract, the Government may order flights in accordance with Forest Service Handbook 5709.11, the handbook will be made available to the Contractor for reference at the airtanker base. These flights when authorized by the Government will be paid as ordered flights.

(3) When inspection or reinspection reveals that the equipment and/or pilot do not meet specifications, the Contractor will be deemed "unavailable" in accordance with Part I, Section F, from the beginning of the performance failure to correction of such failure.

(4) Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected. When inspection reveals that the failure has been corrected, the Contractor will be deemed in "available" status from the time the Contractor gave notice to the Government of the correction of the failure.

E.3.5 INSPECTION REQUIREMENTS

Aircraft will have:

- (1) Two and one-half hours fuel on board.
- (2) Required inspections completed and aircraft test flown.
- (3) Serviceable ladders or stands to gain access to all parts of the aircraft except the upper portion of the vertical stabilizer.
- (4) Personnel to open and close access panels and cowling.
- (5) Historical records and current log books. The completed inspection forms for the last inspection including serviceable or overhaul parts tags for component changes accomplished during the inspection.
- (6) Source of water for the retardant tank inspection including repetitive refills, if required.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (AGAR 452.211-5)(FEB 1988)

The period of performance of this contract is (SEE SCHEDULE OF ITEMS.)

DELIVERIES OR PERFORMANCE

F.2 STOP-WORK ORDERS (FAR 52.242-15) (AUG 1989)

(1) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(A) Cancel the stop-work order; or

(B) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(2) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(A) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(B) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(3) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the

Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(4) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.3 CONTRACT AND PERFORMANCE PERIODS

(1) CONTRACT PERIOD AND RENEWAL OPTION

The contract period shall extend for one calendar year from date of award. However, at the option of the Government, the contract may be renewed for an additional one year period, not to exceed two renewal period provided the Contracting Officer serves notice of renewal at least 60 days prior to contract expiration. The renewal is at the same terms and conditions except that any renewal is subject to the provisions of Part II, Section I, Contract Clause, Economic Price Adjustment.

(2) MANDATORY AVAILABILITY PERIOD

The Contractor will be given a minimum of ten days after award before any availability must be provided.

(A) AS SPECIFIED IN THE SCHEDULE OF ITEMS

(1.) The Mandatory Availability Period shall begin on the date stipulated in the Schedule of Items unless the Government fails to award the contract at least 10 days prior to the established date or adjust the period in accordance with paragraph (B).

(2.) The aircraft and pilot shall be ready to commence operations at 8:00 AM, or such time stipulated by the Government on the first day of the Mandatory Availability Period.

(B) ADJUSTED

(1.) The Mandatory Availability Period may be effective up to 30 days before the date specified in the Schedule of Items and may require performance on an intermittent basis during that 30-day period.

(2.) All services ordered during this period will apply against the Mandatory Availability Period.

(3.) The Contractor must respond within 24 hours after receiving an order for service.

(3) POST-SEASON USE

The Government may, at its option, order service on a day-to-day basis during the 45 day calendar period following the Mandatory Availability Period. The Contractor is obligated to perform in accordance with the terms and conditions of this contract within 24 hours of call-up.

(4) OPTIONAL USE PERIOD

The Government may order service on a day-to-day basis any time outside the Mandatory Availability and Post-Season Periods. This service is subject to acceptance by the Contractor.

(5) DAILY AVAILABILITY REQUIREMENTS

(A) EQUIPMENT

During the Mandatory Availability Period and any ordered Post-Season use, Airtankers shall be stationed and remain at their Designated or Alternate Base of operations fully operational and ready for takeoff.

(B) PERSONNEL

Each day, each of the Contractor's personnel will be in one of the following conditions of availability.

(1.) STANDBY

Personnel will be on standby during the hours stipulated each day by the Contracting Officer. The first nine hours of standby will be considered the base or normal standby hours. During this time, the aircraft will be immediately available and able to be airborne within 15 minutes. Delays caused by local air traffic, flight planning for extended dispatches, instrument flights, and other causes beyond the pilot's control will not be considered a part of the 15 minutes.

Availability is not required each day of the Mandatory Availability Period when the pilot is off duty under the Flight and Duty Limitations.

(2.) EXTENDED STANDBY

Hours of standby in excess of the first nine (9) hours may be ordered by the Contracting Officer.

(3.) RETURN-TO-STANDBY (Alert)

Subject to Flight and Duty Limitations, Contractor's personnel will be allowed one (1) hour to return to standby status after a contact attempt is made.

If not requested to be on Return-to-Standby status, Contractor's personnel will be considered to be off-duty and cannot be required to return to duty status that day.

(6) UNAVAILABILITY

(A) The Contractor is unavailable whenever the aircraft or pilot is not in condition to perform or fails to perform within the requirements under Part I, Section F.3(5).

(B) After performance has begun, the Government may exercise its right to termination for default if there is unavailability in excess of three (3) full consecutive calendar days or an accumulation of seven (7) percent of the total days in the Mandatory Availability and Post-Season Periods. Pilots day off does not count toward the three consecutive days or the 7% accumulation.

(C) Unavailability status will continue until the cause of the failure is corrected. It is the contractor's responsibility to inform the Contracting Officer whenever the Airtanker and crew are again available. If consistent failures to respond to Airtanker dispatch occur, the Contracting Officer retains the right to require test flights at Contractor's expense. Unavailability will not be assessed when the pilot has reached duty limitations when the conditions in Section C.6.1(1)(A,C,& H) (Flight and Duty Limitations) apply.

(D) When the aircraft becomes unavailable due to mechanical break-down, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved it for return to service.

(7) AUTHORIZED BREAKS

(A) The aircraft may be released from availability for scheduled or unscheduled maintenance and the Contractor will continue to be paid the availability rate. Approval to remove the

aircraft from availability will be wholly discretionary by the Government. During periods approved for maintenance, no longer than 60 minutes may elapse from the time the aircraft is ordered to return to service until the aircraft is available.

(B) Upon advance approval of the Contracting Officer, crews may be released from availability and service will continue to be recorded as available (this will constitute a duty day). When released during the 14 hour duty day, crews shall inform the Contracting Officer how they may be contacted.

The Contractor shall provide service within one (1) hour from the time attempts are made to contact them.

(C) Further, if the aircraft is not scheduled for availability, it may be removed from the operating base for maintenance, provided the Contractor:

- (1.) ***Obtains permission from the Contracting Officer or authorized Representative in advance for taking the aircraft out of service .***
- (2.) Follows the availability schedule set forth by the Government.
- (3.) Returns the aircraft to service before the beginning of the next Availability Period, and
- (4.) Uses the aircraft only for maintenance test flights or ferry to and from the maintenance facilities, unless the Contracting Officer specifically approves other use.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MEASUREMENT AND PAYMENT

Payment for flight and availability will be recorded on forms FS 6500-122 for the Forest Service Items and OAS-23 for Department of Interior/BLM Items as indicated in the Schedule of Items.

G.1.1 MEASUREMENT OF FLIGHT

(1) Flight time will begin when aircraft starts its take-off run on an ordered flight and ends when aircraft has taxied to parking or loading, refueling, or warm-up operations areas.

(2) All flights will be recorded on Government-furnished forms (See Section J, Flight Use Report, 6500-122 or Aircraft Use Report OAS-23) and shall be approved by the Contracting Officer at the conclusion of each day. Distance flown and known speed of aircraft will be used as a basis to determine that flight time is reasonable. Unreasonable flight times will not be paid.

G.1.2 PAYMENT FOR FLIGHT

(1) Payment for flight will be calculated by converting flight time to hours and hundredths and multiplying by the applicable flight rate found in the Schedule of Items. Fuel cost is considered to be included in the flight rate.

Start and Stop times will be recorded by the Government on the 6500-122 (08/95), Flight Use Report, or OAS-23, Aircraft Use Report, as appropriate. If the 6500-122 is entered into the Aircraft Use Reporting System, the charges in Column 31 will be calculated automatically. If calculations are made manually, the Conversion Chart in Section J will be used to convert hours/minutes to hours/hundredths; this information will be entered in Column 30 (Elapsed Time), and extended to determine the amount for Column 31 (Charges).

(2) No payment will be made for flights when the load of retardant mixture is accidentally or carelessly dropped on non-target areas. In addition, the cost to the Government of the lost load of retardant will be charged to the Contractor and deducted from payments due.

(3) Flight time will be paid for by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements which endanger the safety of the aircraft.

(4) If a dispatch is cancelled after two engines are operating, payment will be made at 1/10th of the flight rate.

G.1.3 FERRY FLIGHTS

(1) The Contractor is responsible for all mobilization and demobilization costs to and from the Designated Bases. Accordingly, the Government shall be entitled to the equivalent of one round trip at no cost from the Contractor's home base to the designated bases(s) and return.

For example: If the Contractor at the beginning of the season is initially dispatched to an Alternate Base and then to the Designated Base, the equivalent flight time costs for reporting directly to the Designated Base will be deducted from the total flight time.

Similarly, when the Airtanker is released from an Alternate Base at the end of the Season, the Government will pay for the increased flight time, if any, required to return to the home base as a result of being released from the Alternate Base.

(2) If more than one Designated Base is specified in the Schedule of Items, flights between the Designated Bases shall be at the Contractor's expense.

(3) Payment will not be made for flights for the benefit of the Contractor such as maintenance tests flights, ferrying to and from maintenance facilities, required flight following an engine change, or transportation of Contractor's support personnel.

(4) Payment will be made for all other ordered ferry flights.

G.1.4 MEASUREMENT OF AVAILABILITY

Availability will be calculated at the rate for each full hour the Contractor is available during the first nine (9) hours of standby. At the end of each day's availability period, the hours and minutes of accumulated unavailability (rounded to the next full hour), will be subtracted from the nine hours; availability will be paid for the remainder.

G.1.5 PAYMENT FOR AVAILABILITY

(1) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded on the FS-6500-122 or OAS-23 whichever is appropriate.

(2) Payment for availability will not commence during any period (Mandatory, Post Season, or Optional) until the aircraft and crew

arrive at the designated or alternate base and are available for standby.

(3) Availability payment will not be made where availability is not required under Part I, Section C.6.1(E). (Required days off under Flight and Duty Limitations).

(4) Availability payment will not be made when service is unavailable as defined in Part I, Section F.

(5) The maximum to be earned for availability per day is the daily availability amount.

G.1.6 PAYMENT FOR POST SEASON AND OPTIONAL USE

Payment for availability during any post season use or optional use shall be made at the specified daily rate in the Schedule of Items.

G.1.7 PAYMENT FOR EXTENDED STANDBY

During any period where the flight crew is required to be on standby beyond the nine hours required for availability, the Contractor will be paid at an hourly rate (rounded to the next full hour) specified in the Schedule of Items for each authorized flight crew member.

G.1.8 REIMBURSEMENT FOR AIRPORT LANDING FEES

(1) LANDING FEES

The Government will either pay directly or reimburse the Contractor for all landing fees incurred in connection with contract revenue flights. A fee incurred for the initial landing for reporting to the designated base will be paid by the Government. The Government will make arrangements for direct payment at designated bases when feasible.

(2) OTHER COSTS

The Government will reimburse the Contractor for any airport use costs, such as tie-down charges or similar type costs the Contractor is required to pay when ordered to operate from an airport other than the designated base. Such costs shall be supported by itemized invoices.

G.1.9 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(1) When service is ordered and agreed to under the Optional Period of the contract; or if a break in service occurs during the adjusted mandatory period or post season period and when approved in advance, the Government will reimburse the Contractor all necessary and reasonable direct costs for the mobilization and demobilization costs associated with the flight and direct base support maintenance crews. Such costs may include, but not be limited to, airline or

bus fares, small aircraft usage, vehicle mileage, and telephone calls. No payment will be made for crew salaries, however when less than 4 hours of availability is earned on a mobilization/demobilization day the Contractor will be paid an additional \$200/day for airtankers with 2 flight crew members and \$300/day for airtankers with 3 flight crew members.

(2) The costs shall be necessary and reasonable in amount. Claims for reimbursement shall be supported by itemized invoices and shall be submitted to the designated *base*.

G.1.10 OVERNIGHT ALLOWANCE

(1) Overnight allowance will be paid at the appropriate rate per night per authorized crew member and mechanic (when authorized by the Government) for every night assigned to an Alternate Base.

(2) Overnight allowance will not be paid when the aircraft is assigned to its Designated Base during the Post or Optional Period and no break in service occurs between the Post or Optional Period and the Mandatory Availability Period.

(3) Overnight allowance will be paid at the appropriate rate per night per authorized crew member for every night assigned to its Designated Base during the Post or Optional Period when a break in service has occurred.

(4) Where aircraft is furnished to provide service under an Item that is a combination of Designated Bases, overnight allowance will not be paid when the aircraft is extended at a Designated Base into the Mandatory Availability Period of the follow-on Designated Base.

(5) The Government will pay the Contractor an overnight allowance equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulations (FTR) or at its option may provide meals and/or lodging. A list of localities where high rates are authorized is available upon request.

If partial subsistence is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided. Current rates established by the FTR are:

LOWER 48:	STANDARD RATE	HIGH RATE
Meals/Incidental Expenses:	\$30.00	Current FTR rate.
Lodging:	\$50.00	-Maximum allowable FTR rate for the closest geographical area where accommodations are available.

ALASKA:	STANDARD RATE	HIGH RATE
Meals/Incidental Expenses:	\$75.00	-Current FTR rate.
Lodging:	\$60.00	-Maximum allowable FTR rate for the closest geographical area where accommodations are available.

NOTE: The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor.

(6) The contractor may claim overnight expenses using either of the two following methods:

- (i) Payment of the Standard or High Rate, (if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the FS 6500-122 or OAS-23).**
- (ii) Payment of actual lodging amount and M&IE rate not to exceed the maximum FTR rate PLUS lodging tax. An itemized lodging invoice detailing lodging cost and tax IS REQUIRED to be submitted with the FS 6500-122 or OAS-23.**

The FS-6500-122 or OAS-23 invoice shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

Payment option (ii) only applies to the Lower 48 (CONUS). For locations outside the CONUS, i.e., Alaska, only option (i) applies.

If the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

(7) FOOD and DRINK

During days of high fire activity when the Government deems it necessary to provide food and drink refreshments to airtanker crews and mechanics for sustained operations, the Government will furnish such items at Government expense.

G.1.11 PAYMENT PROCEDURES

- (1) Payment will be made semi-monthly for services as shown on the approved Government-furnished form. Forms accumulated during the first half of the month will be processed for payment about the 15th and those accumulated during the last half of the month will be processed about the 1st of the following month.
- (2) The Contractor shall submit original invoices (6500-122's) for the Forest Service to the local National Forest at each designated base.
- (3) The Contractor shall submit original invoices (OAS-23's) for the Department of Interior, Bureau of Land Management (BLM), State of Minnesota (MN), and Bureau of Indian Affairs (BIA) to the following designated billing office unless otherwise directed by the Contracting Officer's Administrative Representative (COR). If the COR directs that (OAS-23(s) be submitted to a local office, that office will become the designated billing office.

Office of Aircraft Services
PO Box 15428
Boise, ID 83715-5428

G.1.12 GOVERNMENT-FURNISHED FUEL - LOWER 48 ONLY

In the event the Government elects to furnish fuel to the Contractor, the cost of fuel will be charged to the Contractor at the rate determined by the rate in effect for the contract period as adjusted by the fuel survey referenced in ***I.31***.

<i>The current rates are</i>	<i>Avgas (100LL)</i>	<i>\$2.23/gal</i>
	<i>Jet Fuel</i>	<i>\$2.08/gal</i>

The above prices were updated from the January 16, 2000 Fuel Survey.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70)(FEB 1988)

(a) Confidential information, as used in this clause, means--

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a) (1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health and safety if acted upon.

(c) The Contracting Officer and the contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a) (1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advanced notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper

handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7)(NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

H.3 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled after the date of contract award.

H.4 AIRCRAFT SUPPLEMENTAL

C.5.2 AIRCRAFT EQUIPMENT

Aircraft which comply with the following cargo equipment requirements may be used for incidental cargo operations.

ADD: (8) CARGO EQUIPMENT

(A) Cargo door of adequate size to accommodate loading of any individual piece of a portable retardant plant.

(B) Cargo floor with a minimum load rating of 185 pounds per square foot.

(C) Adequate FAA-approved cargo tiedown and constraint equipment aboard.
(Seat track and tie-down fittings are not acceptable).

C.6.2 (3) INITIAL ATTACK PILOT (AKI)

Initial Attack Pilot (AKI required for all bid items and for all bases except for the following Items:

Item 18, Redmond
Item 28, Lancaster
Item 40, Redding
Item 41, Boise

H.5 WATER

Potable and Non-potable water will be available at Government airtanker base facilities for Contractors use.

H.6 ALASKA REQUIREMENTS

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

ADD: C.3 GOVERNMENT FUEL AND OIL

(1) While operating in Alaska, the Contractor must use Government fuel throughout performance unless directed otherwise by the Government. All fuel furnished to the Contractor will be charged against the Contractor's account and deducted from amounts due under the contract at the rate of

\$2.08 * - Jet Fuel (turbine)

\$3.18 * - Avgas (100LL)

****POSTED PRICE AT FT. WAINWRIGHT AS OF JANUARY 2000. (Reference to Fuel Survey conducted on January 16, 2000).***

The Contractor may elect to purchase oil from the Government at Ft. Wainwright, Galena, and Fort Yukon.

(2) The Contractor shall record each issue of fuel/oil servicing as directed by the Government, and shall verify the fuel/oil issued by signing a line entry on the OAS-59, Fuel and Oil Issue record.

(3) While operating in Alaska, the Government may adjust fuel price changes along to the Contractor. This adjustment may be either upward or downward. There shall also be a corresponding change in the flight rate to reflect the change based upon the established fuel consumption rate for the aircraft as identified in Section C.5.1. The change in fuel cost shall be multiplied by the consumption rate to derive this change.

(4) Flight Rate Adjustment - While operating outside of Alaska, the Government may adjust the flight rate paid based upon the prevailing fuel price at the base to which the aircraft is assigned. The price will be established by contacting one or more local fuel sources, in order to establish a revised base price. Fuel adjustments will only be made if the rate is plus or minus \$.10 from the rate set forth in paragraph (1).

(5) While operating outside of Alaska, the Contractor shall be

responsible for the furnishing and payment for all fuel and oil required for contract performance.

ADD: C.5.5(13) MECHANIC REQUIREMENTS

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(A) The Contractor shall furnish one full-time mechanic for each aircraft. The mechanic shall be located with the aircraft or at the designated base at the Contractor's discretion. The mechanic shall maintain the aircraft in accordance with requirements specified elsewhere in this contract. The assigned mechanic shall not serve as a flight crew member.

(B) The mechanic must be the holder of a valid FAA mechanic certificate with airframe and powerplant ratings and must have held the certificate with both ratings for a period of 24 months. The mechanic must have been actively engaged in aircraft maintenance as a certified mechanic for at least six months out of the last 24 month period immediately preceding the start of the operation.

(C) The mechanic will have 12 months experience in maintaining the category of aircraft to be supported.

(D) Mechanics must have satisfactorily completed a manufacturer's maintenance course or an equivalent training program for the make and model of airplane or have 12 months experience working on similar airplanes, similar is defined as type of propulsion and aircraft gross weights.

ADD: C.5.5(14)

THE FOLLOWING MECHANIC REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(A) The mechanic is responsible for the aircraft's airworthiness and shall assure all inspections and maintenance are performed in accordance with applicable Federal Aviation Regulations and the contract specifications.

(B) The mechanic is responsible for reviewing the aircraft maintenance log and clearing discrepancies in accordance with 14 CFR 43.

(C) The mechanic shall supervise, in person, all maintenance performed on the aircraft except that maintenance described as preventative in 14 CFR Part 43.

(D) If periodic inspection indicates a laxity in keeping

the aircraft's mechanical condition and maintenance records in compliance with the contract's specifications, it will be sufficient grounds for removal of the mechanic from performance under the contract.

ADD: C.5.5(15) QEC REQUIREMENTS

THE FOLLOWING QEC REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(A) The Contractor shall furnish, at the designated base for each aircraft offered, one serviceable spare engine of the type used as its main propulsion source, and installed in a QEC (Quick Engine Change) unit.

(B) When the QEC is installed on an aircraft, the Contractor shall furnish, a serviceable replacement QEC within 5 calendar days. The Contractor shall request a contract compliance inspection at the designated base for the serviceable replacement QEC.

(C) The Contractor shall store all aircraft parts in a clean and dry environment. QEC(s) shall be thoroughly cleaned prior to storage, and properly preserved for extended storage completely protected from the environment with all openings, hoses, fittings, couplings, and accessory drives sealed or capped.

ADD: C.7.1(10) FLIGHT AND GROUND OPERATIONS (ALASKA)

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(Alaska Only): Transportation of required support personnel and supplies to base(s) of operation shall be provided by the Contractor. However, Government transportation may be made available on a space available basis. There is no guarantee as to the availability, frequency, or available space on such flights.

EXCEPTION: The Government will transport the required flight crew (for required days off) from the designated base to the operating base where the aircraft is located.

ADD: C.7.5 SERVICING REQUIREMENTS

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(1) For operations in Alaska, the Government will furnish, transport, and store all aircraft fuel. The Contractor shall use Government-furnished fuel throughout performance

unless directed otherwise by the Contracting Officer or his authorized representative.

(2) Grades of Government-furnished fuel vary from location to location and the Contractor shall use the grade available. The appropriate type of fuel (AvGas or Jet Fuel) in one of the following grades will be available at each location:

AvGas	Jet Fuel
80	Jet A
100/130	Jet A-50
100	JP 4
	JP-8

(3) The Government will furnish distilled water and Methanol at the following locations: Fort Wainwright, Alaska and Galena, Alaska. The Contractor shall be responsible for mixing and servicing the aircraft with the fluid.

(4) All other fluids shall be furnished and transported by the Contractor.

(5) For operations in the Lower 48 States, all aircraft fuel and lubricating oils to be used by the aircraft during the contract period shall be furnished by the Contractor.

ADD: C.7.6 ENVIRONMENTAL CONCERNS

THE FOLLOWING ENVIRONMENTAL CONCERNS APPLY TO ITEMS IN ALASKA ONLY:

(1) The Contractor shall be responsible to ensure his maintenance and flight activities do not cause environmental damage to property or facilities. The Contractor will be responsible to clean and rehabilitate areas adversely affected by his activities.

(2) The Government may, at its option, assign an area to be utilized by the vendor for storage of equipment used in support of contract performance. Oil, solvents, engines (QECs), etc. will be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns and also acceptable to the Contracting Officer.

(3) The Contractor is responsible for oil contamination of airport ramps, retardant sites, parking areas, etc., when caused by his aircraft or personnel. The Contractor shall provide a quantity of 100 oil absorbent pads per aircraft (minimum 34 (width) X 38 (length) X 3/8 (thick) inches) and will be carried onboard the aircraft for use at alternate bases of operation. This basic stock level will be maintained as pads are consumed.

NOTE: Alternate methods of oil contamination control may be offered to the Contracting Officer prior to contract award for review and approval.

(4) The Contractor shall ensure that oil absorbent pads are placed under the aircraft at all points that are dripping oil as soon as practical after shutdown. The Contractor is responsible to ensure these absorbent pads remain in place to prevent accumulation of oil on the surface. Absorbent pads will not be required to be used during a retardant reload event or while the airtanker is on red flag alert (15 minute departure response).

(5) The Contractor shall ensure oil absorbent pads are used during routine and unscheduled maintenance activities that may allow oil, hydraulic fluids, cleaning solvents, etc. to contaminate the ground surface.

(6) The Contractor is responsible for the proper handling and delivery of used pads to appropriate disposal containers. The Government will provide on the retardant site(s), suitable containers and will be responsible for disposal of oil soaked pads. (In Alaska only)

ADD: E.3.2(4) PRE-USE INSPECTION EXPENSES (ALASKA)

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(4) Pilot flight performance evaluations shall be required for a PIC to operate on contract item numbers 36 and 37. The PIC shall satisfactorily demonstrate proficiency in accordance with the Proficiency Guidelines Checklist in Section J.

ADD:

SECTION J, EXHIBIT 2 - SURVIVAL KIT - AERONAUTICAL (ALASKA)

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(1) The minimum equipment to be carried during the summer months:

- (A) Food for each occupant sufficient to sustain life for one week.
- (B) One axe or hatchet and one knife.
- (C) One small gill net and an assortment of tackle such as hooks, flies, lines, sinkers, etc.
- (D) Two small boxes/containers of matches (waterproof)
- (E) Mosquito repellent.
- (F) One mosquito headnet for each occupant.
- (G) One space blanket for each occupant.
- (H) Signal equipment: (1) flares (six each) and (2) Signal mirror.
- (I) 50' nylon cord.
- (J) Candles (5 each).

2. In addition to the above, the following must be carried as minimum equipment from October 15 to April 1 of each year:

- (A.) One pair of snowshoes.
- (B.) One sleeping bag per two occupants.

ADD: H.7.1 DEPARTMENT OF DEFENSE APPROVAL TO UTILIZE MILITARY AIRFIELDS WITHIN THE STATE OF ALASKA

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

(1) Performance under this contract requires that the Contractor use military airfields within the State of Alaska as either reporting or alternate base. As a condition of this use, the Contractor must comply with the following requirements imposed by the Department of Defense. The following forms must be completed and submitted to the Contracting Officer:

- (A) Civil Aircraft Landing Permit, DD Form 2401
- (B) Civil Aircraft Certificate of Insurance, DD Form 2400
- (C) Civil Aircraft Hold Harmless Agreement, DD Form 2402

(2) Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402. The Contractor must submit these forms within ten calendar days after receipt of contract award, to the Contracting Officer.

(3) Civil Aircraft Certificate of Insurance, DD Form 2400. Contractor shall be required to submit a DD Form 2400, Civil

Aircraft Certificate of Insurance within ten calendar days after receipt of contract award or the award of a subsequent option period. The minimum limits required to be carried during the performance of this contract are specified below.

(4) INSURANCE REQUIREMENTS:

TABLE 15-1

ARMY REGULATION 95-2

Minimum aircraft liability coverage requirements for privately owned business or commercial aircraft (including passengers)

RULE NO.	IF THE MGTOW IS	THEN FOR	THE MINIMUM FOR BODILY INJURY IS	THE MINIMUM FOR PROPERTY DAMAGE IS	THE MINIMUM LIABILITY FOR PASSENGERS IS
1	12,500 POUNDS AND UNDER	EACH PERSON	\$100,000		\$100,000
		EACH ACCIDENT	\$200,000	\$100,000	\$100,000 X NUMBER OF PASSENGER SEATS
2	OVER 12,500 POUNDS	EACH PERSON	\$100,000		\$100,000
		EACH ACCIDENT	\$1,000,000	\$1,000,000	\$100,000 X 75% X NUMBER OF PASSENGER SEATS

THE FOLLOWING REQUIREMENTS APPLY TO ITEMS IN ALASKA ONLY.

ADD: **I.31 - (2)**, Fuel Portion of the Flight Rate, does not apply to Alaska. Adjustment for fuel will be made in accordance with Section H.

ADD: C.6.1 FLIGHT AND DUTY LIMITATIONS

The following Flight and Duty Limitations apply to Items 36 and 37.

(4) Daily Availability. The Government will establish the daily availability period which will not exceed the maximum crew duty limitations. The daily availability rate stipulated in the Schedule of Items is compensation for a maximum of 14 consecutive hours of availability during the crew duty day.

ADD: F.3 CONTRACT AND PERFORMANCE PERIODS (ALASKA)

The following Contract and performance Periods apply to Items 36 and 37.

(5) DAILY AVAILABILITY REQUIREMENTS**(B) PERSONNEL**

Each day, each of the contractor's personnel will be in one of the following conditions of availability.

(1.) STANDBY

Personnel will be on standby during the hours stipulated each day by the Contracting Officer. The first fourteen hours of standby will be considered the base or normal standby hours. During this time, the aircraft will be immediately available and able to be airborne within 15 minutes. Delays caused by local air traffic, flight planning for ferry, instrument flights, and other causes beyond the pilot's control will not be considered a part of the 15 minutes.

(2.) EXTENDED STANDBY - Does not apply to Items 36 and 37.**ADD: G.1.4 MEASUREMENT OF AVAILABILITY (ALASKA)**

The following Measurement of Availability applies to Items 36 & 37.

Availability will be calculated at the rate for each full hour the contractor is available during the first fourteen(14) hours of standby. At the end of each day's availability period, the hours and minutes of accumulated unavailability (rounded to the next full hour), will be subtracted from the fourteen hours; availability will be paid for the remainder.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1	52.252-2	JUN 1988	Clauses Incorporated by Reference
I.2	52.203-7	JUL 1995	Anti-Kick Back Procedures
I.3	52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
I.4	52.203-12	JUN 1997	Limitation of Payments to Influence Certain Federal Transactions
I.5	52.217-9	MAR 1989	Option to Extend the Term of the Contract
I.6	52.219-6	JUL 1996	Notice of Total Small Business Set-Aside
I.7	52.219-8	JUN 1997	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
I.8	52.222-3	JAN 1997	Hazardous Material Identification and Material Safety Data
I.9	52.222-4	JUL 1995	Contract Work Hours and Safety Standards Act-- Overtime Compensation
I.10	52.222-41	MAY 1989	Service contract Act of 1965, as Amended
I.11	52.222-42	MAY 1989	Statement of Equivalent Rates for Federal Hires
I.12	52.222-43	MAY 1989	Fair labor Standards Act and Service Contract Act-- Price Adjustment (Multiple Year and Option Contracts)
I.13	52.223-5	MAR 1997	Pollution Prevention and Right-to-Know Information
I.14	52.223-6	JAN 1997	Drug-Free Work Place
I.15	52.232-1	APR 1984	Payments
I.16	52.232-8	MAY 1997	Discounts for Prompt Payment
I.17	52.232-11	APR 1984	Extras
I.18	52.232-23	APR 1984	Assignment of Claims, Alternate I
I.19	52.232-25	JUN 1997	Prompt Payment
I.20	52.232-33	AUG 1996	Mandatory Information for Electronic Funds Transfer payment Special Electronic Funds Transfer Instructions
I.21	52.223-1	OCT 1995	Disputes Alternate I
I.22	52.236-7	NOV 1991	Permits and Responsibilities
I.23	52.243-1	AUG 1987	Changes--Fixed-Price, Alternate I
I.24	52.244-1	OCT 1997	Subcontract (Fixed-Price Contracts)
I.25	52.245-4	APR 1984	Government-Furnished Property (Short Form)
I.26	52.248-1	MAR 1989	Value Engineering
I.27	52.249-2	SEP 1996	Termination for Convenience of the Government (Fixed-Price)

I.28	52.249-8	APR 1984	Default (Fixed-Price Supply and Service)
I.29	52.252-6	APR 1984	Authorized Deviations in Clauses
I.30			Economic Price Adjustment
I.31			Property and Personal Damage
I.32			Subcontracting
I.33			

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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.

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

CLAUSE NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	OCT 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY
52.204-4	JUNE 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	OCT 1995	AUDIT AND RECORDS--NEGOTIATION
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR

SPECIAL DISABLED AND
VIETNAM ERA VETERANS

52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	OCT 1996	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-7	MAR 1996	INSURANCE -- LIABILITY TO THIRD PERSONS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-17	JUN 1996	INTEREST
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COST
52.242-13	JUL 1995	BANKRUPTCY
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 Anti-Kickback Procedures (FAR 52.203-7) (Jul 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

I.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JUNE 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if

chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days

within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) *Agency and legislative liaison by own employees.* (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services. (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as

a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to

influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.5 Option to Extend the Term of the Contract. (FAR 52.217-9) (MAR 1989)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**I.6 Notice of Total Small Business Set-Aside.
(FAR 52.219-6) (JUL 1996)**

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

I. Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (FAR 219-8) (JUN 1997)

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the

extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term "small business concern owned and controlled by women" shall mean a small business concern--

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

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

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

I.8 Hazardous Material Identification and Material Safety Data
(FAR 52.233-3) (JAN 1997)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted Under this contract.

Material

(If none, insert "None"); Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) of a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments right in data furnished under this contract with respect to hazardous materials are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to--

(i) Appraise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

**I.9 Contract Work Hours and Safety Standards Act--Overtime Compensation.
(FAR 52.222-4) (JUL 1995)**

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or

subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

I.10 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and

furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under

such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment

or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and

regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (Far 52.222-42) (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
Aircraft Pilot , GS-12	\$21.54
Aircraft Co-Pilot, GS-9	\$14.85
Aircraft Flight Engineer, GS-9	\$14.85
Aircraft Mechanic, GS-11	\$17.97

Aircraft mechanic, Junior, GS-9	\$14.85
Aircraft Mechanic, Helper, GS-6	\$10.93
Aircraft Servicer, GS-6	\$10.93
Laborer, GS-4	\$ 8.76

**I.12 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT---Price
ADJUSTMENT(MULTIPLE YEAR AND OPTION CONTRACTS).
(FAR 52.222-43) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social

security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.13 Pollution Prevention and Right-to-Know Information (FAR 52.223-5) (MAR 1997)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the federal facilities to comply with the emergency planning reporting requirements of Section 302 EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

I.14 DRUG-FREE WORK PLACE (FAR 52.223-6) (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination;
or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.15 PAYMENTS (52.232-1) (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or voucher, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provide in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the delivered warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**I.16 Discounts for Prompt Payment
(FAR 52.232-8) (MAY 1997)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

I.17 EXTRAS (FAR 52.232-11) (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

**I.18 ASSIGNMENT OF CLAIMS (FAR 232-23) (APR 1984)
ALTERNATE I (APR 1984)**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract

until the Contracting Officer authorizes such action in writing.

I.14 Prompt Payment (FAR 52.232-25) (JUNE 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) *Due date.*

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must

be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (*e.g.*, tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment

office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) A penalty amount, calculated in accordance with

subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) *Due dates for recurring financing payments.* If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [*insert day as prescribed by Agency head; if not prescribed, insert 30th day*] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.20 Mandatory Information for Electronic Funds Transfer Payment (FAR 52.232-22) (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associate payment information by electronic transfer. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractors EFT information. (1) The Contractor is required as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by someone other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) *Contractor s EFT information.* Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated Payment office(s).

(d) *Required EFT information.* The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government s option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor s name and remittance address, as stated in the contract, and account number at the Contractor s financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor s financial agent.

(ii) Contractor s account number and the type of account (checking, savings, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(ii) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) *Suspension of payment.*

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) *Contractor EFT arrangements.* The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneous directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction

Instructions to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds.

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) *EFT and prompt payment.*

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) *Payment office directions.* If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) *Change of EFT information by financial agent.* The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

I.21 Special Electronic Funds Transfer Instructions

The Forest Service will be using Automated Clearing House (ACH) to make electronic transfer of funds if the Contractor elects to have payment processed in accordance with (FAR 52.232-28) Electronic Funds Transfer Payment Methods. The US Department of Agriculture, Office of Finance and Management, Nation Finance Center (NFC) located in New Orleans, LA provides for Electronic Funds Transfer (EFT) through a program termed Vender Express which automatically credits the vendor s (Contractor s) payment to the account at the vendor s financial institution in lieu of mailing a check. If the vendor is interested in this method of payment, the following special procedures are required to establish accurate electronic records for EFT and to ensure implementation of the vendor s payment on Vender Express. The preparations required before Vendor Express can be used take about 30-days.

The Vendor or agency representative must contact the NFC Miscellaneous Payments Section via telephone at its toll free number (1-800-421-0323).

The NFC will send the vendor an enrollment package containing Form NFC1107, Enrollment Form Vender Express Program, and specific completion instructions. The NFC-1107 will contain the NFC-assigned 9-digit vendor identification number.

The vendor will make note of the NFC-assigned vendor identification number and return the completed NFC-1107 to the NFC.

The vendor will include the vendor identification number on all invoices in the second line of the remittance address. A complete remittance address is required on the invoice so that if the financial institution enrollment information becomes invalid, a check payment will be forwarded to the remittance address indicated on the invoice.

The NFC will supply the vendor s financial institution with a payment identification record each time electronic funds are transferred. The payment information transmitted by the NFC to the financial institution will include up to 20 characters of information as recorded by the agency.

I.22 52.233-1 Disputes (FAR 52.233-1) (OCT 1995)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use

ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph

(d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.23 Permits and Responsibilities (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I.24 Changes--Fixed-Price(FAR 52.243-1)(AUG 1987) Alternate I (APR 1984)

If the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Dispute clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.25 Subcontracts (Fixed-Price Contracts)(FAR 52.244-1) (OCT 1997)

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract--

(1) Is proposed to exceed \$100,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include--

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting--

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the acceptability of any subcontract price or of any amount paid under any subcontract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.404 4(c)(4)(i) of the Federal Acquisition Regulation (FAR).

(h) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

**I.26 Government-Furnished Property (Short Form).
(FAR 52.245-4) (APR 1984)**

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver F.O.B. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

I.27 Value Engineering (FAR 52.248-1) (MAR 1989)

As prescribed in 48.201, insert the following clause in supply or service contracts to provide a value engineering incentive under the conditions specified in 48.201. In solicitations and contracts for items requiring an extended period for production (e.g., ship construction, major system acquisition), if agency procedures prescribe sharing of future contract savings on all units to be delivered under contracts awarded during the sharing period, the contracting officer shall modify the clause at subdivision (i)(3)(i) and the first sentence under subparagraph (3) of the definition of acquisition savings by substituting under contracts awarded during the sharing period for during the sharing period. For engineering-development and low-rate-initial-production solicitations and contracts, the Contracting Officer shall modify the clause at subdivision (i)(3)(i) and the first sentence under subparagraph (3) of the definition of acquisition savings by substituting for the number of future contract units scheduled for delivery during the sharing period, a number equal to the quantity required over the highest 36 consecutive months of planned production, based on planning or production documentation at the time the VECP is accepted.

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposal (VECP s) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP s, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit.

(1) Instant contract savings, which are the net cost reduction on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reduction in the price of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units schedule for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

Collateral costs, as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contracting office, includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) to the calculation of a lump-sum payment, which cannot later be received. Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost of price resulting from negative instant contract savings.

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this is a fixed-price contract with prospective price recommendation, the term refers to the price for which firm prices have been established.

Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contracts savings, less Government cost.

Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of--

(1) Three years after the first unit affected by the VECP is accepted; or

(2) The last schedule delivery date of an item affected by the VECP under this contract delivery schedule in effect at the time the VECP is accepted.

Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agrees the VECP applies.

Value engineering change proposal (VECP) means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraph (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates

Submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The contractor shall submit VECP s to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP s expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reason for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer s award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer s decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentages paid the Contractor depends upon--

(1) This contract s type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

(g) *calculating net acquisition savings.*

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustments.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts add to contract price.

(ii) *Concurrent and future contract savings.*

(i) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's share rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's share rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following step applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments: *provide*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data.* The Contractor may resist the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts; These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms *unlimited rights* and *limited rights* are defined in Part 27 of the Federal Acquisition Regulation.)

**I.28 Termination for Convenience of the Government (Fixed-Price).
(FAR 52.249-2) (SEPT 1996)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government--

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the

amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicative rate of loss.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements);
and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l) respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the termination portion of this contract; and

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amounts to which the Contractor will be entitled.

(2) If the total payments exceeds that amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If

approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.29 DEFAULT (Fixed-Price Supply and Service) (FAR 52.249-8) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraphs (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the

Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.30 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Agriculture Acquisition Regulation (48 CFR Chapter 4) with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.31 ECONOMIC PRICE ADJUSTMENT

(1) Flight rates (Non-Fuel Portion), Mandatory, Post Section and Optional Availability Rates, and Extended Standby Rates.

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the rates will be those indicated by the changes in the following price indexes:

(A) The Non-Fuel Portion of the Contract Flight Rates will be affected by:

Table 6 - Producer Price Indexes

- (1.) Commodity Group 1423 - Aircraft Engines and Engine Parts
- (2.) Commodity Group 1425 - Aircraft Parts and Auxiliary Equipment

Average of % changes X 100% of last adjusted rate

The new rate will be derived by multiplying the average of the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate rounded to the nearest dollar.

(b) The Mandatory, Post Season and Optional Availability Rates:

Table 5 - Producer Price Indexes

Service Industry 4522 - Air Transportation, Non-Scheduled

Actual percent change X 100% of last adjusted rate

The new Mandatory Availability Rate will be derived by multiplying the actual percent change in the index times 100% of the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the contract rate to become the newly adjusted rate (rounded up to the nearest dollar evenly divisible by 9).

NOTE: WHEN THE CONTRACTOR DETERMINES THAT THE ECONOMIC PRICE ADJUSTMENT DOES NOT COVER AN INCREASE IN LABOR RATES AS A RESULT OF A NEW WAGE DETERMINATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DOCUMENT SUCH INCREASES AND REQUEST ANY APPROPRIATE ADJUSTMENTS. SUCH AN ADJUSTMENT WILL BE MADE IN ACCORDANCE WITH CLAUSE - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). ACTUAL PAYROLL DOCUMENTS WILL BE REQUIRED IN ACCORDANCE WITH CLAUSE -- SERVICE CONTRACT ACT, SECTION I RECORDS).

(C) Extended Standby rate will be affected by:

The Extended Standby Rate will be reviewed periodically to insure compliance with the Service Contract Act and an adjustment will be made if needed.

In the event a substantial revision to the method of calculating an Index is used by the Bureau of Labor Statistics, US Department of Labor or an index is discontinued, the Contracting Officer will select a comparable index for use under the contract. The Index chosen will be either a current Index in use or a comparable Index prepared by the Bureau of Labor Statistics at the request of the Contracting Officer. Also, at any time the Bureau of Labor Statistics adds an index that is more appropriate or applicable to this contract, the Contracting Officer may elect to make substitution for an already existing Index.

The newly adjusted rates will become effective annually on January 16 of each year. The basis for establishing the new rates will be the changes in the Index over the calendar year immediately prior to the year of the annual adjustment.

The change to the Index will be determined by computing the percent change from the last Index for the calendar year using the January thru December annual average Index unadjusted Index figures as they appear in the publication "Producer price Indexes" Bureau of Labor Statistics, US Department of Labor.

Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract including renewals, shall not exceed 30% of the initial contract rates.

(2) FUEL PORTION OF THE FLIGHT RATE

During the contract periods, including renewals, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel.

For adjustment purposes, price of jet fuel is established at **\$1.98** a gallon. The price of Avgas (100LL) fuel is established at **\$2.10** a gallon. The unit prices are an average price for aviation fuel at established airtanker bases Nationwide (Lower U.S. 48). Variations in fuel price will be determined by subsequent surveys. (**Prices updated by January 16, 1999 Fuel Survey**).

The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in Section C.5.1(6). for the applicable aircraft type.

An initial adjustment to the flight rate will be made on January 16 of each contract period. Subsequent adjustments will be made on July 16 of each contract period provided variations in the average unit price, determined as stated above, is \$.10 a gallon or more from the unit price established in the last previous adjustment made.

(3) ADJUSTMENT IN THE FUEL PORTION OF THE FLIGHT RATE - ALTERNATE BASE, ALASKA

When an airtanker homed based in the Lower 48, performs from an alternate base in Alaska, the Government may adjust the flight rate to reflect an increase or decrease in the cost of fuel. The adjustment will take into consideration the price of fuel charged to the Contractor at the Alaska base, the applicable current nationwide price reflected above in paragraph 2 and the established fuel consumption rate for the aircraft identified in C.5.1(6).

I.32 PROPERTY AND PERSONAL DAMAGE

- (1) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (2) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (3) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. The parties named insured under the policy or policies shall be the Contractor and the United States of America.
- (4) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.
- (5) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (6) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

I.33 SUBCONTRACTING

By submission of an offer and execution of a contract, the Offeror/Contractor agrees to the following in performance of the contract:

- (1) At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) The contract work will be performed using Contractor-owned or leased equipment, unless

continuing performance is jeopardized due to circumstances beyond the control and without the fault or negligence of the Contractor.

(3) Approval to subcontract must be requested from the Contracting Officer who must give expressed written consent to do so. Requests for approval of subcontracts are to be submitted to the Contracting Officer as soon as the need for a subcontract becomes apparent. Lease agreements that are in fact subcontract agreements will not be approved.

(4) Approval to subcontract does not relieve the Contractor of responsibility for the performance of the contract work and compliance with contract terms and conditions.

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS,

SECTION J - LIST OF ATTACHMENTS

J. LIST OF ATTACHMENTS

1. First Aid Kit - Aeronautical
2. Survival Kit - Aeronautical
3. Flight Use Report - 6500-122
4. Aircraft Use Report - OAS-23
5. Conversion Chart (Minutes to Hundredths)
6. Wage Determination - Lower 48
7. Wage Determination - Alaska
8. Aircraft Maintenance Log
9. Proficiency Guideline Checklist
10. Load Reference Chart
11. Incorporated By Reference:
Airtanker Inspection Form
Aircraft Approval Card

J.1 EXHIBIT 1 - FIRST AID KIT - AERONAUTICAL

- (1) Each first aid kit must be in a dust-proof and moisture-proof metal or heavy plastic container.
- (2) The kit must be readily accessible to the pilot and passengers.
- (3) The contents will include the following minimum items: (kits may be commercially available types which are FAA approved for the appropriated numbers of crew and passengers carried).

ITEM	Passenger Seats 0 - 9
Adhesive bandage strips, 3" long	8
Antiseptic or alcohol wipes (pkts)	10
Bandage compresses, 4"	2
Triangular bandage, 40" (sling)	2
Roller bandage, 4" x 5 yds (gauze)	2
Adhesive tape, 1" x 5 yds (std roll)	1
Bandage scissors	1
Body Fluids Barrier Kit:	
2 - pair latex gloves	
1 - face shield	
1 - mouth-to-mouth barrier	
1 - protective gown	
2 - antiseptic towletts	
1 - biohazard disposable bag	

NOTE: Splints are recommended if space permits.

J.2 EXHIBIT 2 - SURVIVAL KIT - LOWER 48-AERONAUTICAL

All aircraft will carry survival equipment. Survival Kits will contain at least the following items and additional items required by local regulation and as appropriate for local climate and terrain conditions.

ITEMS

Knife

Signal Mirror

Signal Flares (6 each)

Matches, (two small boxes in waterproof containers)

"Space" Blanket (1 Each Per Occupant)

Water (one quart per occupant)

-not required when operating over areas with adequate drinking water

Food (Two days emergency rations per occupant)

Candles

Water purification tablets

Collapsible Water Bag

Whistle

Magnesium Fire Starter

Nylon rope or parachute cord (50 feet)

J.3 EXHIBIT 3 - FLIGHT USE REPORT - 6500-122

1. INVOICE NUMBER 1202491					2. DATE OF FLIGHT / /			3. CONTRACT NUMBER					4. A/C REGISTRATION NUMBER				5. SUPPLYING UNIT CODE				
6. AIRCRAFT MAKE					7. AIRCRAFT MODEL			8. A/C TYPE (H, T, OR F)					9. VENDOR NAME								
11. LEG NO	12. USE A UNIT	13. USER CODE	14. FLIGHT OR RESOURCE ORDER NUMBER	15. FAA IDENTIFIER FROM - TO	16. MISSION CODE	17. PAY CODE	18. PILOT NAME	19. NO. OF CREW MEMBERS	20. PASSENGERS	21. NO DELIVERED	22. CARGO TYPE P, S, C, OR L	23. CARGO LBS.	24. RETARDANT F, W, S, OR L	25. RETARDANT GALLONS	26. RATE	27. METER TYPE	28. TIME OR METER READING START - STOP	29. FUEL COST PER GALLON AIRTANKER	30. ELAPSED TIME, HRS, & HUNDRETHS OR HRS & MIN	31. LEG TOTAL	
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
32.			OVERNIGHT CHARGES			ON						LOCATION									
33.			SERVICE TRUCK CHARGES			ST						MILES									
34.			OTHER CHARGES +			CH						DESCRIBE									
35.			OTHER CHARGES -			CR						DESCRIBE									
37. ACCOUNTING SUMMARY															36. TOTAL OF ALL CHARGES						
NFC FUND CODE	UNIT	MANAGEMENT CODE	FY	BUDGET OBJECT	AMOUNT	NFC FUND COD	UNIT	MANAGEMENT CODE	FY	BUDGET OBJECT	AMOUNT	NFC FUND CODE	UNIT	MANAGEMENT CODE	FY	BUDGET OBJECT	AMOUNT				
10. REMARKS (PAX, NAMES, UNIT, ETC.)												38. I CERTIFY THAT THE SERVICIES LISTED ABOVE HAVE BEEN RECEIVED. SIGNATURE AND TITLE OF FOREST SERVICE OFFICER									
USDA FOREST SERVICE FLIGHT USE REPORT FS 6500-122 (08-95)												39. I CERTIFY THAT SERVICES LISTED ABOVE HAVE BEEN PROVIDED. SIGNATURE AND TITLE OF VENDOR AGENT									

J.4 EXHIBIT 4 - AIRCRAFT USE REPORT - OAS

OAS-23
(09/91)

AIRCRAFT USE REPORT

U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF AIRCRAFT SERVICES

RED IS FOR OAS USE ONLY

P.O. BOX 15428 4343 AIRCRAFT DRIVE
BOISE, ID 83715-5428 ANCHORAGE, AK 99502-1052
FTS 554-2755/2760 OR 208-389-2755/2760 907/243-3320/4330

RECEIVED DATE 284801

PLEASE PRINT CLEARLY AS THIS FORM IS USED AS
AN INPUT DOCUMENT TO AN AUTOMATIC SYSTEM

COMPANY NAME & ADDRESS				CONTRACT/BOA NO.		ITEM NO.	AIRCRAFT MAKE & MODEL			PILOT NAME (PIC) Print			SERV.	AGMT. NO.	AC CONTROL NO
TELEPHONE NO.				AIRCRAFT DESIGNATED BASE (City/st.)			PILOT NAME (2nd PIC) Print			AGENCY ORDER NO.					
				HIRED (Date & Time)			OTHER CREW MEMBER								
	DATE			START	STOP	ELAPSED TIME OR QUANTITY	PAY ITEM CODE	PAYLOAD		PILOT INITIAL	BILLEE CODE	USE CODE	USER ORGANIZATION AND CHARGE CODES	SIGNED RECEIVED	TAXCODE
	M	D	Y					FROM	TO						
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															

Other Charges/Credits (Add attachments if necessary)

--

ORIGINAL - OAS COPY

I certify that the above record of services is correct and no payment has been received		I certify that the above services were received.		AGENCY TELEPHONE NO. () FTS () COMM.		AGENCY	
SIGNATURE OF CONTRACT/AGENT/PILOT			SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			AGENCY ADDRESS	
NAME (print)		DATE	NAME (print)				

J.5 EXHIBIT 5 - CONVERSION CHART (MINUTES TO HUNDREDTHS)

MIN	100TH	MIN	100TH	MIN	100TH	MIN	100TH
1	.02	16	.27	31	.52	46	.77
2	.03	17	.28	32	.53	47	.78
3	.05	18	.30	33	.55	48	.80
4	.07	19	.32	34	.57	49	.82
5	.08	20	.33	35	.58	50	.83
6	.10	21	.35	36	.60	51	.85
7	.12	22	.37	37	.62	52	.87
8	.13	23	.38	38	.63	53	.88
9	.15	24	.40	39	.65	54	.90
10	.17	25	.42	40	.67	55	.92
11	.18	26	.43	41	.68	56	.93
12	.20	27	.45	42	.70	57	.95
13	.22	28	.47	43	.72	58	.97
14	.23	29	.48	44	.73	59	.98
15	.25	30	.50	45	.75	60	1.00

J.6 WAGE DETERMINATION - LOWER 48

WAGE DETERMINATION FOR ADDITIONAL OCCUPATIONS ARE HERBY
INCORPORATED BY REFERENCE AND WILL BE FURNISHED UNDER
SEPERATE COVER BY REQUEST.

J.6 EXHIBIT 6 - WAGE DETERMINATION - LOWER 48

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DEVISION
WASHINGTON, D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No. : 95-0222
Revision No. : 7
Date of Last Revision: 06/10/1999

State(s) : NATIONWIDE
Area: NATIONWIDE COUNTIES OF NONE.

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing ****

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Employed on U.S. Government contracts for
aerial photographer, serial seeding,
aerial spraying, transportation of
personnel and cargo, fire reconnaissance,
administrative flying, fire detection, air
taxi mail service, and other flying services
EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE
MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8 AND
THE DC-9 (SEE WAGE DETERMINATION 95-229).

1.	First Pilot (Captain)	\$18.49
2.	First Officer (Co-Pilot)	17.51
3.	Aerial Photographer	9.40

**** Fringe benefits Required For All Occupations Included In This Wage Determination Follow The
Occupational Listing****

HEALTH & WELFARE (Hawaii): \$0.68 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by hte Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$1.63. Fore information regarding the Hawaii prepaid Health care Act, please contact the Hawaii Employers Council.

HEALTH AND WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

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

WAGE DETERMINATION NO.: 95-0222 (REV. 7)

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

HOLIDAYS: Minimum of ten paid holidays per year: 10 paid holiday per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/ This wage determination applies in the continental U.S. Hawaii and Alaska.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated

WAGE DETERMINATION NO.: 95-0222 (REV. 7)

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August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202/783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION FOR ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the "Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, for review. (See Section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

WAGE DETERMINATION NO. : 95-022 (Rev. 7)

ISSUE DATE: 06/10/1999 PAGE 4 OF 4

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

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

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

AERIAL PHOTOGRAPHER

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

FIRST OFFICER (CO-PILOT)

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

J.7 EXHIBIT 7 - WAGE DETERMINATION - ALASKA

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REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross Division of
Director Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No. : 86-00383
Revision No. : 14
Date of Last Revision: 06/01/1999

State(s) : ALASKA
Area: ALASKA ALL COUNTIES

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing ****

OCCUPATION AND CODE TITLE**MINIMUM HOURLY WAGE****Employed on contracts for aircraft services:**

23010 Aircraft Mechanic 1/ 2/	\$ 16.21
23060 Aircraft Servicer 1/ 2/	\$ 8.55
31012 Aircraft Pilot: single-engine 3/ 4/	\$148.00
31012 Aircraft Pilot: multi-engine 3/ 4/	\$177.00
31012 Aircraft Pilot: helicopters 3/ 4/	\$150.00

1/ VACATION: One week after one year of service with a contractor or successor; two weeks after two years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (29 CFR 4.173)

2/ Seven Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

3/ DAILY RATE payable regardless of the number of hours worked in a calendar day.

4/ Two weeks paid vacation after one year of service with a contractor or successor; three weeks after fifteen years of service. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (29 CFR 4.173)

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontracts subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202/783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification,

WAGE DETERMINATION NO.: 86-0383 (REV. 14) ISSUE DATE: 06/01/99

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wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See Section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- (6) The contractor informs the affected employees.

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

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

J.8 EXHIBIT 8 - AIRCRAFT MAINTENANCE LOG

AIRCRAFT MAINTENANCE LOG

CONTRACTOR:				PILOT		CO-PILOT		OTHER CREW					
				TANKER NUMBER		N NUMBER		A/C TYPE & MODEL		DATE			
TYPE FLIGHT	FROM	TO	TAKE OFF TIME	LANDING TIME	TOTAL THIS FLIGHT	TYPE FLIGHT LEGEND:							
						AO - All Others not covered below AR - Aborted Revenue due to mechanical CT - Crew Training FD - Ferry to/from Designated Base or between Designated Bases			FM - Ferry for Maintenance MT - Maintenance Test Flight RF - Revenue Forest Service RO - Revenue from all Other Flights				
						NEXT INSPECTION DUE		FUEL & OIL RECORD					
						TYPE		FUEL ADDED	TOTAL FUEL ON BOARD	Oil Added			
						AIRCRAFT TOTAL TIME				1	2	3	4
						AIRCRAFT TOTAL TIME							
						BROUGHT FORWARD							
						THIS DATE							
TOTAL FLIGHT TIME THIS DATE						CARRIED FORWARD							
DISCREPANCIES AND AUTHOR'S INITIALS						CORRECTIVE ACTION				MECHANIC'S SIGNATURE			

J.9 EXHIBIT 9 - PROFICIENCY GUIDELINE CHECKLIST

FLIGHT CHECK - The pilot will fly each maneuver requested by the inspector to demonstrate their capability and proficiency in safe and efficient airtanker operation procedures.

STANDARDS - Pilot will demonstrate proficiency in handling aircraft safety in the low-level environment including slow flight, stall recognition and avoidance, locating ground targets, observation turns and low passes by ground reference point, hit a ground reference point with a specified load of retardant/water, and demonstrate proficiency and knowledge while flying IFR. The following acceptable performance guidelines will be a requirement for all check pilot assigned altitudes, headings, airspeeds and banks.

- Altitudes within +/- 100 feet
- Heading within +/- 10 degrees
- Airspeeds within +/- 10 knots
- Banks within +/- 10 degrees

ORAL - The pilot must satisfactorily demonstrate knowledge in the following subject areas:

(1) AIRCRAFT SYSTEMS

A. POWER PLANT

- (1.) TYPE
- (2.) PROPELLER
 - (a.) Operation
 - (b.) Condition
- (3.) OIL SYSTEM
 - (a.) Quantities
 - (b.) Grade
- (4.) INDUCTION SYSTEM
 - (a.) Alternate Air
- (5.) EXHAUST SYSTEM
 - (a.) Heat Muff
 - (b.) Carbon Monoxide
 - (c.) Turbo Charger
 - (i) Operation
 - (ii) Overboost Protection

B. FUEL SYSTEM

- (1.) DESCRIPTION
 - (a.) Quantity
 - (b.) Tanks (cells)
 - (c.) Fuel Transfer
 - (d.) Pumps
 - (e.) Sump Drains
- (2.) GRADE OF FUEL
 - (a.) Alternate grades
 - (b.) Additives
- (3.) CAUTIONS AND LIMITATIONS

EXHIBIT 9 - PROFICIENCY GUIDELINE CHECKLIST - Cont'd

- C. ELECTRICAL SYSTEM
 - (1.) BATTERY LOCATION
 - (2.) AUXILIARY POWER
 - (3.) VOLTAGE
 - (4.) LOADS
 - (5.) CIRCUIT BREAKERS/FUSES

- D. HYDRAULIC SYSTEM
 - (1.) DESCRIPTION
 - (2.) QUANTITIES
 - (3.) RESERVOIR LOCATIONS
 - (4.) COMPONENTS OPERATIONS

- E. INSTRUMENTS
 - (1.) POWER PLANT
 - (a.) Power Source
 - (2.) FLIGHT
 - (a.) Power Source
 - (b.) Pitot, Static System
 - (c.) Operation
 - (d.) Stall Warning

- F. UNDERCARRIAGE
 - (1.) TYPE
 - (2.) OPERATION
 - (3.) LIMITATIONS
 - (4.) EMERGENCY OPERATION

- G. FLIGHT CONTROLS
 - (1.) LOCKS
 - (2.) TRIM TABS
 - (3.) FLAPS
 - (4.) STOL SYSTEM

- H. DOORS AND EXITS
 - (1.) OPERATION
 - (2.) RESTRICTIONS
 - (3.) EMERGENCY OPERATIONS

- (2) LIMITATIONS
 - A. AIRSPEED
 - B. ALTITUDE
 - C. TEMPERATURE
 - D. POWER/RPM
 - E. MINIMUM FUEL TO TAKEOFF
 - F. INSTRUMENT MARKINGS
 - G. TYPES OF OPERATIONS

EXHIBIT 9 - PROFICIENCY GUIDELINE CHECKLIST - Cont'd

- (3) PERFORMANCE
 - A. RUNWAY REQUIREMENTS
 - (1.) Takeoff
 - (2.) Landing
 - (3.) Congested Area Operations
 - B. ALTITUDE (DENSITY ALTITUDE LIMITATIONS)
 - C. FUEL REQUIREMENTS
 - D. SURFACE CONDITION EFFECTS
 - (1.) Hard Surface
 - (2.) Improved Landing Area

- (4) WEIGHT AND BALANCE
 - A. MG TO WEIGHT
 - B. EMPTY WEIGHT
 - C. CG LIMITS
 - D. COMPUTATIONS
 - E. LANDING LIMITS

- (5) OPERATIONAL AREA WEATHER
 - A. DENSITY ALTITUDE
 - B. THUNDERSTORMS
 - C. WIND SHEARS
 - D. LOCAL WEATHER PHENOMENON
 - (1.) Smog
 - (2.) Sandstorms
 - (3.) Smoke
 - (4.) Volcanic Ash

- (6) OPERATIONAL AREA NAVIGATIONAL PROCEDURES

- (7) RETARDANT TANK(S)
 - A. TOTAL GALLONS
 - B. NUMBER OF DOORS
 - C. DOOR (COMPARTMENT) GALLONAGE
 - D. FOAM SYSTEM
 - E. AUTO TIMER
 - F. FLOW RATES

- (8) FIRE ORGANIZATION
 - A. ORGANIZATION OF TANKERS
 - B. SMOKEJUMPERS/CARGO DROPPING
 - C. HELICOPTER OPERATIONS
 - D. LEADPLANT/AIRCO OPERATIONS
 - E. COMMUNICATION OF DANGEROUS OBSTRUCTIONS

EXHIBIT 9 - PROFICIENCY GUIDELINE CHECKLIST - Cont'd

- F. AIRCRAFT FLYING LIMITATIONS
- G. CONTRACT REQUIREMENTS

(9) RETARDANTS

- A. TYPES
- B. LIMITATIONS
- C. TANKER BASE OPERATIONS
- D. ENVIRONMENTAL HAZARDS
- E. HAZARDOUS MATERIAL HANDLING

PREFLIGHT FLIGHT PORTION - The pilot must satisfactorily demonstrate knowledge and skills with respect to:

- (1) AIRCRAFT DOCUMENTS
- (2) AIRCRAFT PREFLIGHT CHECK
- (3) LOADING AND SECURING
 - A. CARGO
 - B. RETARDANT/WATER
- (4) REQUIRED EQUIPMENT (PILOTS AND AIRCRAFT)
- (5) STARTING, TAXI, RUNUP
- (6) USE OF CHECKLIST
- (7) CREW BRIEFING
- (8) TAKEOFF
 - A. NORMAL (WITH RETARDANT/WATER)
 - B. CROSSWIND
 - C. ABORTED TAKEOFF
- (9) INFLIGHT
 - A. MANEUVERS
 - (1.) Slow Flight
 - (2.) Steep Turns
 - B. APPROACH TO STALLS, RECOGNITION AND RECOVERY
- (10) INFLIGHT IFR REQUIREMENTS
 - A. ORIENTATION
 - B. EQUIPMENT CHECK
 - C. ATC PROCEDURE

EXHIBIT 9 - PROFICIENCY GUIDELINE CHECKLIST - Cont'd

- D. NAVIGATION
- E. APPROACH-NDB, VOR, DME, LOC, ILS
 - (1.) One precision, one non-precision, one of which engine out landing pilot's choice, combine with J(10) below
- F. SPEED HEADING AND ALTITUDE
- G. ENGINE FAILURE AFTER VMC
- H. MANEUVERING WITH ENGINE OUT
- I. ENGINE OUT OF AROUND + 3,000 FEET AGL
- J. APPROACH AND LANDING ENGINE OUT
- K. SYSTEM EMERGENCIES
- L. CREW COORDINATION

(12) LOW-LEVEL

- A. OBSERVATION TURNS AROUND A PILOT
- B. LOW-LEVEL RETARDANT/WATER DROPS
- C. TERRAIN FOLLOWING MANEUVERS

(13) LANDING

- A. NORMAL
- B. CROSSWIND
- C. REJECTED/GO AROUND
- D. EMERGENCY

(14) AFTER LANDING

- A. PARKING AIRCRAFT
- B. REPORTING MAINTENANCE DEFICIENCY
- C. RECORD KEEPING

J.10 EXHIBIT 10 - LOAD REFERENCE CHART

TANKER NO: _____
 DESIGNATED BASE: _____
 ELEVATION: _____

ALLOWABLE TAKEOFF PAYLOAD
DESIGNATED BASE

TEMPERATURE VARIATION

	STD	+10	+20	+30	+40
RUNWAY					

ALLOWABLE LANDING PAYLOAD
DESIGNATED BASE

ZERO WIND
70% OF EFFECTIVE FIELD LENGTH
OVER 50 FT. OBSTACLE

RUNWAY	
RUNWAY	
RUNWAY	
RUNWAY	

ALLOWABLE TAKEOFF PAYLOAD
ALTERNATE BASES

TEMPERATURE - STD + 30
FIELD EVALUATION

	1000	2000	3000	4000	5000	6000
4500						
5000						
5500						
6000						
6500						