

2004



NATIONAL AIRCRAFT MAINTENANCE SERVICES

**This document includes all contract modifications
through Nov 20, 2005**

**This contract is available on the Internet for printing at
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PART I
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULES A THROUGH N

Inspection, maintenance, alterations, and other aircraft maintenance services of USDA Forest Service (FS) Government owned aircraft and storage, inventory tracking and reporting, preservation, and management of Government furnished property consisting of aircraft parts and accessories shall be performed at the contractor's facility as ordered and in accordance with Federal Air Regulations and FAA-approved inspection programs.

The work shall be performed on and parts maintained for, but not limited to, the following models of aircraft: Cessna Citation Bravo, Beechcraft Super King Air B200C King Air 90, Shorts 3-30 C-23A SD3-30, Bell Jet Ranger II, Rockwell 500B Commander, Beechcraft 58P and TC Baron, Basler DC-3 TP67, and De Havilland DHC-6-300.

PRICING AND ESTIMATED MINIMUM/MAXIMUM QUANTITIES

It is the intent of this solicitation and resulting contract(s) to secure firm-fixed unit prices for CLIN's on a per-job basis and fully loaded fixed labor rates for CLIN's defined on a "time and materials" basis.

Each contractor shall be guaranteed a minimum of \$1,000 per Schedule awarded. The total overall minimums for all Schedules awarded to a contractor shall be used to determine satisfying the minimum guarantee each contract period, regardless of which Schedule Task Orders (TO's) are placed against. The minimum guarantee is applicable to the contract Base Period and each Option Period exercised.

The maximum amount of services for each contract period (for the Basic Contract Period, and each Option Period) is \$2,500,000. The maximum service stated herein IS NOT A GUARANTEE to an offeror or contractor that the maximum estimated quantity will be required or ordered, or that conditions affecting requirements will be stable.

Orders may be issued orally by the Contracting Officer, authorized Contracting Officer's Representatives, or Inspectors (as specified in their written letters of delegation). Verbal orders shall be confirmed with written Task Orders (TO's) within no more than two working days.

NOTE: Offerors must complete ALL CLIN'S of each schedule for which they are qualified for and wish to be considered. Offerors may propose subcontracting options (and pricing) for CLIN's where in-house capability is not present.

Indefinite Delivery/ Indefinite Quantity type contract(s) with both Firm-Fixed Price and Time and Materials Pricing for Contract Line Item Numbers (CLINs) shall be awarded. The resultant contract(s) shall include a base year (one calendar year from the date of contract award) and options to extend not to exceed four extension periods (for a total of no more than 5-years). Care should be taken to provide pricing for each CLIN on a Schedule and all columns (i.e., base year and/or option years) on the Schedule. Offerors wishing to be considered for the potential 5-year period **MUST COMPLETE** the pricing for the Base Year and all option years for each Schedule, group of Schedules, or all Schedules for which they wish to be considered.

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06	Cutter Aviation, Inc 53-024B-3-2368 Phoenix, AZ Option 3 6/25/06- 6/24/07
SCHEDULE A		
A. (1) Phase 1 inspection-per job	4,400.00	4,875.00
(2) Phase2 inspection-per job	4,400.00	4,875.00
(3) Phase 3 inspection-per job	6,000.00	4,875.00
(4) Phase 4 inspection-per job	4,400.00	4,875.00
(5)Aircraft Wash-per job	418.00	250.00

B. (1) Labor	Normal Hours	80.00	75.00
	Overtime (O/T)	120.00	95.00
	Sundays/Holidays	160.00	95.00
(2). Line Service Work	Normal Hours	58.00	0
	Overtime (O/T)	87.00	0
	Sundays/Holidays	116.00	0
(3). Parts & Materials	Pratt & Whitney	0%	5%
	Discount	Raytheon	0%
	Miscellaneous	0%	5%

C. Avionics	Normal Hours	80.00	75.00
(1) Shop Labor Rates	Overtime (O/T)	120.00	95.00
	Sundays/Holidays	160.00	95.00
	(2) Parts & Materials	Honeywell	7%
Garmin		15%	5%
Sperry		7%	5%
Misc Parts/Supplies		5%	5%
D. Part, Materials, Subcontracting above		Type Part/Material Mark-Up	13%

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06	Cutter Aviation, Inc 53-024B-3-2368 Phoenix, AZ Option 3 6/25/06- 6/24/07
SCHEDULE B		
A. (1) Phase 1 inspection-per job	4,400.00	4,875.00
(2) Phase2 inspection-per job	4,400.00	4,875.00
(3) Phase 3 inspection-per job	6,000.00	4,875.00
(4) Phase 4 inspection-per job	4,400.00	4,750.00
(5) Aircraft Wash-per job	350.00	250.00

B. (1) Labor	Normal Hours	80.00	75.00
	Overtime (O/T)	120.00	95.00
	Sundays/Holidays	160.00	95.00
(2). Line Service Work	Normal Hours	58.00	0
	Overtime (O/T)	87.00	0
	Sundays/Holidays	116.00	0
(3). Parts & Materials	Pratt & Whitney	0%	5%
	Discount	Raytheon	0%
	Miscellaneous	0%	5%

C. Avionics	Normal Hours	80.00	75.00
	(1) Shop Labor Rates	Overtime (O/T)	120.00
		Sundays/Holidays	160.00
(2) Parts & Materials	Honeywell	7%	5%
	Garmin	15%	5%
	Sperry	7%	5%
	Misc	5%	5%
	Parts/Supplies		
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%	15%

SCHEDULE OF ITEMS	Western Aircraft, Inc 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
SCHEDULE C	
A. (1) A Check 30 Day/60 Hour Items-per job	657.00
(2) 2A Check 60 Day/120 Hour Items-per job	584.00
(3) B Check 90 Day/300 Hour Items-per job	4,000.00
(4) 2B Check 6 month Items-per job	440.00
(5) C Check 12 month Items-per job	6,000.00
(6) Inspection Checks (24 Month items) per jo	31,040.00
(7) inspection Checks (48 Month items) per job	8,560.00
(8) aircraft Wash per job	699.00

B. (1) Labor	Normal Hours	80.00
	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2). Line Service Work	Normal Hours	58.00
	Overtime (O/T)	87.00
	Sundays/Holidays	116.00
(3). Parts & Materials	Pratt & Whitney	0%
	Discount	0%
	Miscellaneous	0%

SCHEDULE OF ITEMS SCHEDULE C	Western Aircraft, Inc 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
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Shorts C-23A/SD3-30

C. (1) SD3-30 Avionics Inspection (24 month) per Job		2,080.00
(2) Labor	Normal Hours	80.00
	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(3) Parts & Materials Discount	Honeywell	7%
	Collins	7%
	Garmin	15%
	Sperry	7%
	Misc. Parts/Supplies	5%

D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%
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SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
SCHEDULE D	

A.

(1) USFS 100 Hour Inspection	4,624.00
(2) USFS 50 Hour Inspection	816.00
(3) Aircraft Wash	350.00

B. (1) Labor	Normal Hours	68.00
A(1) through A(2) above	Overtime (O/T)	102.00
	Sundays/Holidays	136.00
(2). Line Service Work	Normal Hours	58.00
	Overtime (O/T)	87.00
	Sundays/Holidays	116.00
(3). Parts & Materials	Airframe Parts	0%
Discount	Lycoming Parts	0%
	Misc Parts/Supplies	0%

C. Avionics	Normal Hours	80.00
(1) Shop Labor Rates	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2) Parts & Materials	Honeywell	7%
	Collins	7%
	Garmin	15%
	Sperry	7%
	Misc Parts/Supplies	5%
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%

SCHEDULE OF ITEMS		Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05– 11/19/06
SCHEDULE E		
A (1) USFS Routine Inspection		1,407.00
(2) USFS #1, 3, 5 Phase Inspection		1,625.00
(3) USFS Engine Supplement		1,496.00
(4) USFS #2 Phase Inspection		1,040.00
(5) USFS #4 Phase Inspection		3,577.00
(6) USFS #6 Phase Inspection		1,462.00
(7) Aircraft Wash		220.00
B. (1) Labor	Normal Hours	68.00
A(1) through A(2) above	Overtime (O/T)	102.00
	Sundays/Holidays	136.00
(2). Line Service Work	Normal Hours	58.00
	Overtime (O/T)	87.00
	Sundays/Holidays	116.00
(3). Parts & Materials	TCM Engine Parts	0%
Discount	Raytheon	0%
	Misc Parts/Supplies	0%
C. Avionics	Normal Hours	80.00
(1) Shop Labor Rates	Overtime (O/T)	120.00
	Sundays/Holidays	148.00
(2) Parts & Materials	Honeywell	7%
	Collins	7%
	Garmin	15%
	Sperry	7%
	Misc Parts/Supplies	5%
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
SCHEDULE F	

A (1) USFS Phase #1 Inspection	9,896.00
(2) USFS Phase #2 Inspection	10,416.00
(3) USFS Phase #3 Inspection	13,168.00
(4) Aircraft Wash	1,038.00

B. (1) Labor	Normal Hours	80.00
A(1) through A(2) above	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2). Line Service Work	Normal Hours	58.00
	Overtime (O/T)	87.00
	Sundays/Holidays	116.00
(3). Parts & Materials	P & W Engine parts	0%
Discount	Basler airframe parts	0%
	Misc Parts/Supplies	0%

C. Avionics	Normal Hours	80.00
(1) Shop Labor Rates	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2) Parts & Materials	Honeywell	7%
	Collins	7%
	Garmin	15%
	Sperry	7%
	Misc Parts/Supplies	5%
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
SCHEDULE G	

A (1) A-Check EMMA Inspection Cards 36, 37	640.00
(2) B-Check EMMA Inspection Cards 1-6,7, 36-39	2,040.00
(3) C-Check Inspection (C-2,C-5,C-7,C-11) EMMA Inspection Cards 1-14, 36-41	4,200.00
(4) C-Check (C-2,C-4,C-8C-10) EMMA Inspection cards 1-21, 36-43	6,640.00
(5) C-Check (C-3, C-9) EMMA Inspection cards 1-14, 22-28, 36-41, 44	7,040.00
(6) C-Check (C-6, C-12) EMMA Inspection cards 1-47	12,320.00
(7) Aircraft Wash	543.00

B. (1) Labor	Normal Hours	80.00
A(1) through A(2) above	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2). Line Service Work	Normal Hours	58.00
	Overtime (O/T)	87.00
	Sundays/Holidays	116.00
(3). Parts & Materials	P & W Engine parts	0%
Discount	De Havilland airframe parts	0%
	Misc Parts/Supplies	0%

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
SCHEDULE G	

De Havilland DHC-6-300

C. Avionics	Normal Hours	80.00
(1) Shop Labor Rates	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2) Parts & Materials	Honeywell	7%
	Collins	7%
	Garmin	15%
	Sperry	7%
	Misc Parts/Supplies	5%
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%

SCHEDULE OF ITEMS	
SCHEDULE H	
Bell Jet Ranger II	

A (1) 100-Hour Inspection		
(2) 100-Hour and Annual Inspection		
(3) Aircraft Wash		
B. (1) Labor	Normal Hours	
A(1) through A(2) above	Overtime (O/T)	
	Sundays/Holidays	
(2). Line Service Work	Normal Hours	
	Overtime (O/T)	
	Sundays/Holidays	
(3). Parts & Materials	Rolls Royce Engine Parts	
Discount	Bell airframe parts	
	Misc Parts/Supplies	
C. Avionics	Normal Hours	
(1) Shop Labor Rates	Overtime (O/T)	
	Sundays/Holidays	
(2) Parts & Materials	Honeywell	
	Collins	
	Garmin	
	Misc Parts/Supplies	
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
SCHEDULE I	

Cessna 550 Bravo S/N 0926

A (1) Phase 1 & 2 Inspection	7,052.00
(2) Phase 3 & 4 Inspection	3,440.00
(3) Phase 5 Inspection	18,860.00

B. (1) Labor	Normal Hours	82.00
A(1) through A(2) above	Overtime (O/T)	123.00
	Sundays/Holidays	164.00
(2). Line Service Work	Normal Hours	58.00
	Overtime (O/T)	87.00
	Sundays/Holidays	116.00
(3). Parts & Materials	P & W Cessna parts	0%
Discount	Misc Parts/Supplies	0%

C. Avionics	Normal Hours	80.00
(1) Shop Labor Rates	Overtime (O/T)	120.00
	Sundays/Holidays	160.00
(2) Parts & Materials	Honeywell	7%
	Garmin	15%
	Sperry	7%
	Misc Parts/Supplies	5%
D. Part, Materials, Subcontracting above	Type Part/Material Mark-Up	13%

SCHEDULE OF ITEMS		Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06	Cutter Aviation, 53-024B-3-2368 Phoenix, AZ Option 3 6/25/06 – 6/24/07
SCHEDULE J			
A. (1) Labor	Normal Hours	82.00	75.00
12,500 lbs and over gross weight	Overtime (O/T)	123.00	95.00
	Sundays/Holidays	164.00	95.00
(2) labor	Normal Hours	80.00	75.00
Under 12,500 lbs gross weight	Overtime (O/T)	120.00	95.00
	Sundays/Holidays	160.00	95.00
(3). Line Service Work	Normal Hours	58.00	0
	Overtime (O/T)	87.00	0
	Sundays/Holidays	116.00	0
(4) parts and Materials	Airframe	0%	5%
	Power plant	0%	5%
	Misc. parts/Supplies	0%	5%

SCHEDULE OF ITEMS	Western Aircraft 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06	Cutter Aviation, 53-024B-3-2368 Phoenix, AZ Option 3 6/25/06 – 6/24/07
SCHEDULE J		

B. Avionics	Normal Hours	80.00	75.00
(1) Shop Labor Rates	Overtime (O/T)	120.00	95.00
	Sundays/Holidays	160.00	95.00
(2) Parts & Supplies	Honeywell	7%	5%
	Collins	7%	5%
	Garmin	15%	5%
	Sperry	7%	5%
	Misc Parts/Supplies	5%	5%
C. Part, Materials,	Airframe	20%	15%
Subcontracting above	Powerplant	20%	15%
Mark-Up	Misc. parts/Supplies	20%	15%

SCHEDULE OF ITEMS SCHEDULE K	ARINC Engineering Services, LLC 53-024B-3-2350 San Diego, CA Option 3 11/20/05 – 11/19/06
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Major Avionics and Refurbishment

A. Major Avionics and Refurbishment	Normal Hours	75.98
(1) Installation Labor Rates. Avionics	Overtime (O/T)	75.98
	Sundays/Holidays	75.98
(2) Repair and Service Shop Labor Rates	Normal Hours	75.98
	Overtime (O/T)	75.98
	Sundays/Holidays	75.98
(3) Parts and Materials	Sperry/Honeywell	10%
Discount	Collins	10%
	Garmin	15%
	Misc. Parts/Supplies	5%

B Engineering	Normal Hours	112.15
(1) Labor Rates	Overtime (O/T)	112.15
	Sundays/Holidays	112.15
C. Technical Drawings and Instructions	Normal Hours	52.47
(1) Labor Rates	Overtime (O/T)	52.47
	Sundays/Holidays	52.47

SCHEDULE OF ITEMS SCHEDULE K	ARINC Engineering Services, LLC 53-024B-3-2350 San Diego, CA Option 3 11/20/05 – 11/19/06
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Major Avionics and Refurbishment

D Aircraft Maintenance	Normal Hours	75.98
(1) Labor	Overtime (O/T)	75.98
	Sundays/Holidays	75.98
(2) Line Service Work	Normal Hours	47.55
	Overtime (O/T)	47.55
	Sundays/Holidays	47.55
(3) Parts and Materials	P & W Engine Parts	10%
	Raytheon Airframe Parts	10%
	Misc. Parts/Supplies	10%

E Parts and Materials		4%
Misc. Parts and Materials	Misc. Parts/Materials	4%
Mark-Up		4%

SCHEDULE OF ITEMS SCHEDULE L	Western Aircraft, Inc. 53-024B-3-2347 Boise, ID Option 3 11/20/05– 11/19/06
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MAFFS Parts Inventory Management

A. MAFFS Parts Inventory Management		
(1) Storage, inventory tracking and reporting, and preservation of property consisting of MAFFS aircraft parts and accessories	Per month	695.00
(2) Materials and handling charges	Per shipment	15.00
(3) After normal hour call-up charge	Per job	30.00
(4) Physical inventory count. One official inventory count upon award of the contract and at the end of each contract period ie base period and renewal periods	Per job	500.00

B. Additional Labor and Materials		
	Normal Hours	27.00
(1) Labor	Overtime (O/T)	40.50
	Sundays/Holidays	54.00
(2). Parts and Materials Misc.	Mark-UP	15%
	Discount	
(3). Parts & Materials Other	Mark-Up	15%

C. Parts, Materials, and Subcontracting for Time and Materials CLIN's Above		
(1) Parts and Materials	Mark-Up	15%

SCHEDULE OF ITEMS SCHEDULE M	Western Aircraft, Inc. 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
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Raytheon & Miscellaneous Parts Inventory Management
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A. Raytheon & Miscellaneous Parts Inventory Management		
(1) Storage, inventory tracking and reporting, and preservation of property consisting of Cessna aircraft parts and accessories	Per month	695.00
(2) Materials and handling charges	Per shipment	15.00
(3) After normal hour call-up charge	Per job	30.00
(4) Physical inventory count. One official inventory count upon award of the contract and at the end of each contract period ie base period and renewal periods	Per job	500.00

B. Additional Labor and Materials		
	Normal Hours	27.00
(1) Labor	Overtime (O/T)	40.50
	Sundays/Holidays	54.00
(2). Parts and Materials	Airframe Parts	15%
Discount	Engine Parts	15%
	Misc. Parts/Supplies	15%

C. Parts, Materials, and Subcontracting for Time and Materials CLIN's Above		
(1) Parts and Materials	Mark-Up	15%

SCHEDULE OF ITEMS SCHEDULE N	Western Aircraft, Inc. 53-024B-3-2347 Boise, ID Option 3 11/20/05 – 11/19/06
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Shorts 2-30 Parts Inventory Management

A. Shorts 2-30 Parts Inventory Management		
(1) Storage, inventory tracking and reporting, and preservation of property consisting of Shorts 3-30 Variant 200 aircraft parts and accessories	Per month	695.00
(2) Materials and handling charges	Per shipment	15.00
(3) After normal hour call-up charge	Per job	30.00
(4) Physical inventory count. One official inventory count upon award of the contract and at the end of each contract period ie base period and renewal periods	Per job	500.00

B. Additional Labor and Materials	Normal Hours	27.00
(1) Labor	Overtime (O/T)	40.50
	Sundays/Holidays	54.00
(2). Parts and Materials	P & W Engine Parts	15%
Discount	Shorts 3-30 Airframe Parts	15%
	Misc. Parts/Supplies	15%

C. Parts, Materials, and Subcontracting for Time and Materials CLIN's Above		
(1) Parts and Materials	Mark-Up	15%

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SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF CONTRACT

- 1.1 General. This contract is for Aircraft Maintenance Services, Major Avionics and Refurbishment Services and/or the Management of Parts Inventory, as awarded in Section B, for the support of USDA Forest Service (FS) Government-owned and/or operated aircraft. The contractor shall provide all labor, equipment, service manuals, and facilities necessary to perform these services listed in Paragraphs 1.2, 1.3, and 1.4 below.
- 1.2 Aircraft Maintenance Services. Aircraft Maintenance Services shall include the full realm of aircraft inspection, maintenance and repair to include avionics services appropriate to the Schedule(s) awarded. Work shall normally be performed at the contractor's facility; however, work may occasionally need to be performed at non-contractor facilities upon request by the Government.
- 1.3 Major Avionics and Refurbishment Services. Major Avionics and Refurbishment Services shall include installation, configuration, and complete maintenance support of all avionics systems used in the aircraft listed. These services include the installation drawings; modification and Designated Engineering Representative (DER) services required for all aircraft Schedules. The performance of Aircraft Maintenance Services, using time and materials rates, will also be required in conjunction with ordered avionics work per Schedule K. Work shall normally be performed at the contractor's facility; however, work may occasionally need to be performed at non-contractor facilities upon request by the Government.
- 1.4 Management of Parts Inventory. Management of Parts Inventory shall include, but is not limited to, to the purchasing of parts, refurbishment of parts, the inventorying tracking and reporting of purchased or existing Government-furnished parts, the storage of those parts, and the preservation and management of those parts. The parts inventory is for the USFS owned Modular Airborne Fire Fighting System (MAFFS) parts, Shorts C-23 aircraft parts, Raytheon and other miscellaneous aircraft parts.

1.5 SPECIFICS

- 1.5.1 The Forest Service has interagency and cooperative agreements with other Federal and State cooperating agencies. Aircraft services may be performed for these agencies; however, Task Orders (TO's) for such services must be approved by the Contracting Officer (CO), in writing, prior to work being performed.
- 1.5.2 The maintenance services are for the scheduled, un-scheduled maintenance and line services of Government-owned aircraft. These services may include, but are not limited to the inspection, repair, alteration, installation or modification, refurbishment, overhaul and painting of aircraft, and the purchase, installation, and rebuilding of aircraft parts, engines, propellers, components, accessories and avionics.
- 1.5.3 When maintenance services is required and in accordance with Section I, Subparagraph I.3, Order Limitations (FAR 52.216-19 (APR 1984), the Government is obligated to purchase such minimum services from the Contractor(s). However, the Government does not guarantee TO's equal to the stated maximum for services under the contract(s).
- 1.5.4 The resultant contract(s) shall be Indefinite Delivery/Indefinite Quantity type contract(s) with both firm-fixed and time and materials pricing for Contract Line Numbers (CLIN's). Under the contract(s), the Government will issue written TO's to the Contractors (see G.1).
- 1.5.5 Maintenance entries shall be properly documented in the appropriate records, as provided by the Government, to include aircraft, engine and propeller log books and the USFS Form 5700E in accordance with FAR Part 43, Section 43.9 or 43.11, as appropriate. Stand-alone "paste-in" entries shall be supplied if aircraft logs are not available. In addition, the Contractor will submit completed Malfunction and Defect Reports (FAA Form 8010) to the FAA and copies to the CO, as required or requested.

C.2 CERTIFICATIONS AND MATERIALS

- 2.1 The aircraft maintenance and avionics contractors shall be the holder of a valid FAA Certified Repair Station Certificate with either an appropriate class rating or limited rating for the individual makes and models of airframes, power plants, propellers, radio, instruments, and accessories to be maintained.
- 2.2 For paragraph C.3, Subparagraph 3.1.1, Citation Bravo (maintenance shall be done in accordance with paragraph C.6, Subparagraph 6.1.1) or other aircraft newly purchased or leased by the Government, less than 5 years since new, the contract facility(s) shall be an Authorized Manufacture Service Center.
- 2.3 All maintenance must be performed and recorded in accordance with 14 CFR Ch 1 Parts 39, 43, 91 and 145.
- 2.4 Other component manufacturers overhaul and maintenance manuals, USDA Forest Service supplements to those instructions and manuals, applicable FAA Airworthiness Directives, and Service Bulletins considered mandatory by the FAA, aircraft, or component manufacturer shall be adhered to unless otherwise ordered by the CO. The Contractor shall have current copies of these materials available at their facility.

C.3 GOVERNMENT AIRCRAFT

- 3.1 The Government may deliver to the Contractor for services, the following Government aircraft for services (see Section I, Contract Clauses).
 - 3.1.1 Cessna Citation Bravo, serial number 550-0926
 - 3.1.2 Bell Jet Ranger II, serial number 508.
 - 3.1.3 Raytheon King Air, serial number LJ-472, LW-52.
 - 3.1.4 Raytheon Super King Air, serial number BL-124, BB-402.
 - 3.1.5 Shorts 3-30 Sherpa C-23A, serial numbers 3109, 3115, 3116 and 3119.
 - 3.1.6 Rockwell 500B Commander, serial number 1450-159 and 1450-152.

3.1.7 Beechcraft 58P and 58TC Baron, serial numbers

TJ-213	TJ-371	TJ-211	TJ-285
TJ-247	TJ-284	TJ-367	TJ-426
TJ-289	TJ-425	TK-332	TJ-368
TJ-180	TJ-178	TJ-433	TJ-290
TJ-314	TJ-442		

3.1.8 Basler DC-3 TP67, serial number 33567 and 20494.

3.1.9 DeHavilland DHC-6-300, serial number 803 and 437.

3.1.10 Other Government aircraft as need arises.

3.1.11 Miscellaneous parts and accessories.

C.4 GOVERNMENT RESPONSIBILITIES. The Government shall:

- 4.1 Attempt to give the Contractor at least 5-calendar days notice prior to delivery of any aircraft for scheduled maintenance. However, there may be instances whereby the Government cannot meet this time frame.
- 4.2 Negotiate an agreed-upon length of time for completion of work that will be determined at the time that a TO is issued.
- 4.3 Provide records that reflect the status of the aircraft at the time of delivery to the Contractor's facility.
- 4.4 Provide to the Contractor performing Management of Parts Inventory Government-furnished aircraft parts and accessories, along with all available inventory logs and reports, no later than 60 days after contract award.

C.5 CONTRACTOR RESPONSIBILITIES. The Contractor is responsible for:

- 5.1 Ensuring that personnel performing the work are fully knowledgeable of the make and model of aircraft awarded. The knowledge of the supervisors and technicians by way of certified training, recurring training and experience in an adequate proportional ratio of new or trainee personnel shall be maintained throughout the life of the contract.
- 5.2 Meeting the time frames and period of performance agreed upon as shown on the TO at the time of aircraft delivery.
- 5.3 Receiving prior authorization in writing by the CO or authorized Government Representative before any work is performed and/or parts used, in addition to those shown on the TO.
- 5.4 Performing test flights of the aircraft after the work has been completed, if able to and if requested to by the CO, to ensure that the aircraft is ready for Government acceptance.
- 5.5 Assuring that all maintenance performed on government aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR Ch 1 Parts 39, 43, and 91.
- 5.6 Assuring that all maintenance accomplished on the government aircraft is performed in accordance with the standards set forth in 14 CFR Ch1 Part 43
- 5.7 Assuring that C.2, C.2.4 is complied with and that all Contractor owned, required manufacturers service manuals, instructions, and Service Bulletins that relate to the government aircraft are maintained in a current condition and that the procedures and instructions set forth therein are complied with. Non-mandatory Service Bulletins will be accomplished as directed by the Government.
- 5.8 Having a facility that is a permanent hanger of adequate size to accommodate the aircraft, adequately heated, insulated and vented to provide an acceptable work environment and secured from entrance by unauthorized persons.
- 5.9 Be requested by the CO in writing, to perform specific tasks in a manner different than identified in the program. When this occurs, additional costs will be paid at the Time-and-Materials labor rate in the pricing schedule.
- 5.10 All other maintenance and services shall be performed in accordance with aviation industry standards and practices.

C.6 TECHNICAL SPECIFICATIONS

6.1 Maintenance Requirements:

- 6.1.1 Cessna Citation Bravo. Maintenance shall be performed in accordance with the factory recommended CESCO Inspection Program and any additional requirements for continued airworthiness. The Contractor(s) facility is required to be an authorized Cessna Citation Service Center authorized to comply with Cessna manufacturer warranty covered items, Service Bulletins, letters and other manufacturer support. The Contractor(s) facility shall have key personnel with training and experience on Citation aircraft and the engines installed.
- 6.1.2 Raytheon King Air. Maintenance shall be performed in accordance with the factory recommended 90 and 200 Series Inspection Program and USDA Forest Service revisions to that program. The Contractor(s) facilities shall have key personnel with training and experience on Raytheon King Air aircraft and the engines installed.
- 6.1.3 Bell Jet Ranger. Maintenance shall be performed in accordance with the current Bell Helicopter Textron BHT-206 M&O. The Contractor(s) shall have key personnel with training and experience on Bell 206 helicopters and the engines installed.
- 6.1.4 Shorts C23A. Maintenance shall be performed in accordance with the current Shorts SD3-30 Maintenance Manual an Inspection Program. The Contractor(s) shall have key personnel with training and/or experience on Shorts SD3-30/C23A Sherpa aircraft and the engines installed.
- 6.1.5 Rockwell 500B Commander. Maintenance shall be performed in accordance with the current Rockwell 500B Commander Maintenance Manual and USDA Forest Service Inspection Program. The Contractor(s) shall have key personnel with training and/or experience on Commander 500 aircraft and the engines installed.
- 6.1.6 Raytheon 58P and 58TC Baron. Maintenance shall be performed in accordance with the current Baron 58P Maintenance Manual and USDA Forest Service Inspection Program. The Contractor(s) shall have key personnel with training and/or experience on Raytheon 58P aircraft and the engines installed.

- 6.1.7 Basler DC-3 TP67. Maintenance shall be performed in accordance with the current Basler DC-3 TP67 Maintenance Manual and USDA Forest Service Inspection Program. The Contractor(s) shall have key personnel with training and/or experience on Basler DC-3 TP67 aircraft and the engines installed.
- 6.1.8 DeHavilland DH-6-300. Maintenance shall be performed in accordance with the current DeHavilland DHC-6-300 Maintenance Manual and the USDA Forest Service Inspection Program. The Contractor(s) shall have key personnel with training and/or experience on DeHavilland DHC-6 aircraft and the engines installed.
- 6.1.9 Parts Inventory Management and Storage Services. The parts inventory management and storage services work may include, but is not limited to the purchase, refurbishment, storage, inventory tracking and reporting, preservation, and management of Government furnished property consisting of parts and accessories for MAFFS/AFFS, Raytheon, Shorts SD3-30/C-23 and other miscellaneous aircraft parts and accessories. The inventory shall be maintained on or near the Boise Airport (within two (2) miles) of the National Interagency Fire Center (NIFC). The Contractor(s) shall be responsible to provide all labor, equipment, and facilities necessary to purchase new or used parts, receive and inventory the Government furnished property; store, maintain the inventory list, protect and preserve, track and electronically report, facilitate the refurbishment of parts, and ship the parts and accessories as required. Work may be required to include weekends, holidays and after hours, for timely service and repairs of the Government owned aircraft being maintained. The aircraft parts shall be managed in accordance with procedures set forth in FAA Advisory Circular 20-62 as revised. The contractor must have an adequate and secure facility for the protection and storage of parts. Have an organized inventory management system that is computer based that can provide government with a status or inventory report within 24 hours. The reporting system shall include the shipment, and receiving of all aircraft parts by N number of aircraft shipped to, and serial number of the part shipped. The contractor shall have a "universal bar coding inventory management system". The government shall receive an electronic copy of the inventory every six months.

6.2 Major Avionics and Refurbishment Services

- 6.2.1 Avionics installation, refurbishment and maintenance for all USDA Forest Service aircraft are to include audio, navigation, transponder, TCAS, radar and auto pilot systems.
- 6.2.2 The facility must be a FAA approved Repair Station with the appropriate ratings. They must be authorized Service Centers for Honeywell, Collins, L3 Systems, Sperry, Ryan and Garmin.
- 6.2.3 The contractor shall have at least one FAA Designated Engineering Representative, (DER) on staff or as a pre-approved designated sub-contractor(s).
- 6.2.4 Configuration and wiring diagrams shall be made using an Auto-cad system or equivalent

6.3 Parts and Materials

- 6.3.1 Parts required shall be furnished either by the Contractor or by the Government at the Government's option, as stated on the TO.
- 6.3.2 Parts, components, and materials utilized shall be approved by the Federal Aviation Administration, Manufacture, and/or the USDA Forest Service. All parts and components shall be accompanied with proper documentation such as FAA Form 8130-3, manufacturer's tag, work order, or acceptable maintenance release unless otherwise ordered by the CO. Documentation shall identify total time in service if a life-limited part and time since overhaul if applicable.
- 6.3.3 Parts and components are to be classified as new, new surplus, overhauled, repaired, serviceable, repairable or as removed. Only new or overhauled parts may be purchased for or installed on aircraft unless otherwise approved in writing by the CO. Repairable and as removed parts will not be available for utilization until inspected and certified to be in serviceable condition.
- 6.3.4 Parts, components, and materials removed from the aircraft shall remain the property of the Government until the CO authorizes their disposition in writing as an exchange item or scrap. Items not authorized for disposition will be released to the Government. The Contractor shall identify, for the benefit of the CO, those items that the Contractor believes to be the cause of a failure or malfunction.

6.3.5 New and overhauled exchange parts with a published manufacturer's list price, will be subject to the applicable discount offered by the Contractor(s) and listed in Section B. Other parts, subcontract repairs and overhauls may be assessed a mark up as offered by the contractor and listed in Section B (see Section I, Paragraph I.14, Payments under Time-and-Materials and Labor-Hour contracts (FAR 52-232-7) (APR 1984). On an individual basis the Government may request the negotiation for a specific cost offered for parts, subcontract overhauls and repairs or materials. Mark-ups listed in Section B that exceed \$1000.00 shall also be negotiated. These negotiations may involve competition with other Contractors or the Government itself.

6.4 Reports and Records

- 6.4.1 The Government shall provide necessary current historical records to the Contractor at the time that aircraft maintenance is performed and upon delivery to the Contractor(s) of the Government furnished property (aircraft parts and accessories) to be managed.
- 6.4.2 Historical records shall include a listing of life-limited parts and shall indicate the part number, nomenclature, location, serial number, total operating hours, and total cycles accumulated.
- 6.4.3 The Contractor shall enter in the historical records all Airworthiness Directives, Manufacturers Service Bulletins or other modifications, and significant maintenance actions accomplished.
- 6.4.4 In addition, the Contractor shall record as "previously complied with" all Modification and Service Bulletins that have been verified to have been previously accomplished but not recorded.
- 6.4.5 The Contractor shall enter in the historical records the nomenclature, part number, location, total time, and total cycles accumulated for all replacement life-limited parts installed during that maintenance period.

- 6.4.6 In the event that installed life-limited parts are inspected, repaired, or overhauled, the total hours and cycles at time of rework, remaining life-limit after rework, and the document used for approving the rework shall be entered into the historical records.
- 6.4.7 All maintenance performed shall be recorded in accordance with FAR 43 and FAR 91, including date, aircraft time-in-service and hour-meter readings.
- 6.4.8 All repairable parts or components removed for replacement shall be identified and documentation attached, as to the aircraft removed from, date and aircraft total time when removed, the part condition or reason removed and part total time and cycles, time since last overhaul as applicable if a life-limited part.

SECTION D - PACKAGING AND MARKING

D. 1 PARTS INVENTORY MANAGEMENT AND STORAGE SERVICES:

- 1.1 New, new surplus, overhauled, repaired and serviceable parts, shall be identified and stored with proper documentation, such as Form 8130-3, Maintenance release or "Yellow Tag" and shall be stored separate from used, unidentified, core, repairable or rejected parts.
- 1.2 All parts shall be identified as to their status with supplied documentation or by attachment of a repairable tag, listing known history data.
- 1.3 All Serviceable parts shall be preserved and packaged as appropriate to maintain its airworthiness condition.
- 1.4 All unserviceable parts shall be preserved and packaged as necessary to prevent a substancial deterioration of the part.
- 1.5 Life limited or parts with previous time shall be identified with the appropriate Time in Service, Cycles in Service and time since overhaul if applicable.

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

None by reference.

E.2 INSPECTION OF SERVICES--FIXED PRICE (FAR 52.246-4)(AUG 1996)

- (a) *Definition.* "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 to 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--TIME-AND-MATERIAL AND LABOR-HOUR
(FAR 52.246-6) (MAY 2001) (ALTERNATE 1 APR 1984)**

- (a) Definitions. "Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-
- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed;
or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and 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 materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) The Government shall inspect for acceptance all items (other than aircraft to be flown away, if any) to be furnished under this contract at the Contractor's plant or plants specified in the contract, or at any other plant or plants approved for such purpose in writing by the Contracting Officer. The

Contractor shall inform the contract administration office or Contracting Officer when the work is ready for inspection. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when items are not ready at the time for which inspection and test is requested by the Contractor.

- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.4 RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16) (APR 1984)

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

E.5 INSPECTION AND ACCEPTANCE

In addition to Paragraph E.2, the following applies:

- 5.1 A Government representative may monitor the inspections and maintenance of the Government furnished aircraft.
- 5.2 The Government representative shall be afforded access to the service area at any time during contract performance.
- 5.3 The Government representative shall also have access to the aircraft's required documents and maintenance records and those records pertaining to parts, materials, and documents used by the Contractor in performing maintenance. The Contractor shall make available, upon request, all records of shop time and invoices for parts and materials used in the performance of maintenance on Government aircraft.

E.6 GUARANTEE AND SERVICE

- 6.1 The Contractor guarantees all workmanship, parts, and materials utilized in the overhaul, repair, and other maintenance of Government aircraft under this contract.
- 6.2 The Contractor further agrees to replace free of charge any part that may fail in any manner by reason of defective materials or inferior workmanship within 90 days after the acceptance of the aircraft by the Government or within the manufacturer's guarantee period, whichever is greater.

E.7 WARRANTY

All cases where maintenance is performed on items falling within the scope of a particular manufacturer's or distributor's warranty, all work shall be done in accordance with the requirements and conditions of the warranty. The Contractor shall comply with specific instructions and procedures required by the warranty. The Contractor is required to facilitate all warranty issues with the manufacturer.

E.8 REINSPECTION EXPENSES

- 8.1 Following notice by the Contractor that work has been completed, the Government may charge the Contractor additional Government costs of inspection, test, or acceptance when the aircraft is not ready or when prior rejection makes reinspection or retest necessary.
- 8.2 These costs can include, but are not limited to, extra meal and lodging expenses, overtime pay, rental car or taxi costs, and additional transportation costs of the Government Inspector.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-02) (FEB 1998)

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

52.242-17 (APR 1984)	GOVERNMENT DELAY OF WORK
52.247-32 (JUN 1988)	F.O.B. ORIGIN, FREIGHT PREPAID

F.2 DELIVERIES OR PERFORMANCE

2.1 Contract(s) and Performance Period

The contract period shall extend for one calendar year from date of award. However, at the option of the Government, the contract may be extended for additional 1-year periods, not to exceed four extension periods (refer to Section I, Paragraph I.33, Option to Extend the Term of the Contract -- (FAR 52.217-09) [MAR 1989]).

2.2 Unavailability of Parts and/or Materials

In the event that the Contractor is delayed due to unavailability of parts, and a bonafide good faith effort has been made by the Contractor to obtain the parts, a time extension will be granted in writing by the CO based on:

- 2.2.1 The Contractor submitting a timely written request for time extension prior to the performance period expiring, and
- 2.2.2 The facts warranting a time extension.

F.3 AIRCRAFT REPAIR STATION HOURS

- 3.1 Normal repair station hours are defined as the regularly scheduled hours of work during which the repair station is open for business.
- 3.2 Any other hours or days may be considered Overtime, Sunday, or Holiday time.
- 3.3 The Repair Station must perform both scheduled and unscheduled maintenance and must have the capability of performing this service 24 hours a day, 7 days a week.
- 3.4 The Repair Station will be given as much notification by the Government as possible when scheduling required work.
- 3.5 Once the maintenance and inspection has begun, it may be necessary to switch the priority of that maintenance and inspection to another Government aircraft.
- 3.6 All maintenance and inspections requiring overtime shall be approved in advance in writing by the CO.

F.4 DELIVERY REQUIREMENTS

- 4.1 Delivery and Pickup of Government Aircraft
 - 4.1.1 The Government will deliver all aircraft to the Contractor's facility unless otherwise agreed to by both the Contractor and the Government.
 - 4.1.2 The Government may inspect the aircraft after the Contractor has completed the work as specified and within the period of performance on the TO.
 - 4.1.3 All aircraft will be accepted by the Government at the Contractor's facility unless otherwise approved in writing by the CO.
- 4.2 Delivery of Components
 - 4.2.1 The Contractor shall be responsible for shipment costs of any needed components, F.O.B. origin, with the freight costs prepaid to the maintenance location.

4.2.2 Freight, handling, packaging, and shipping costs for components shall be prepaid and added to the Contractor's invoice for payment.

F.5 STOP-WORK ORDER (FAR 52. 242-15) (AUG 1989)

- (a) 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-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) 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-
- (1) 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
 - (2) 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.
- (c) 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.

- (d) 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.6 CONTRACTOR EVALUATIONS

The COR shall complete an Aircraft Maintenance Contract Performance Evaluation form at least quarterly. Copies of the evaluation forms may be provided to the Contractor by the COR as they are completed, but shall be given to the Contractor by the CO at least annually. The evaluation forms will be utilized as a part of the Ordering selection criteria, to facilitate the compilation of the annual Contractor Performance Report, and source selection.

SECTION G- CONTRACT ADMINISTRATION DATA

G.1 TASK ORDERS

- 1.1 Ordering. TOs for services from Contractors awarded the same Schedules shall be placed with the Contractor who is designated to perform the services and who can best fulfill the needs of the Government on the basis of the following factors:
 - 1.1.1 Time to begin and finish maintenance work.
 - 1.1.2 Ferry costs.
 - 1.1.3 Transportation costs of pilots and inspectors for travel other than those costs associated with ferry flights.
 - 1.1.4 Per diem.
 - 1.1.5 Estimated labor.
 - 1.1.6 Estimated parts and the associated price discounts/mark-ups.
 - 1.1.7 Past performance.
 - 1.1.8 Current personnel experience or training
 - 1.1.9 Factors other than time or cost that would significantly affect the choice of Contractor, such as:
 - 1.1.9.1 Ready availability of pilots to ferry the aircraft, if needed.
 - 1.1.9.2 Ready availability of Government inspectors to inspect contract service performed.
- 1.2 Non-Contract Maintenance Facilities. TOs for services from non-contract maintenance facilities may be placed by the Government when the aircraft is at a location away from that of a contract maintenance facility, immediate emergency maintenance service is needed to return the aircraft to an airworthy condition, or the contract minimum quantities stated in Schedule B have been purchased.
- 1.3 Regional Maintenance Contracts. Some USFS Regions may have their own local aircraft maintenance contracts in place. In the case of conflict, the Regional Maintenance Specialist shall retain his or her options or obligations to use those contractors in lieu of this national contract.

G.2 MEASUREMENT AND PAYMENT

2.1 Method of Measurement. All work shall be requested by issuance of a written TO and approved by the CO.

2.2 Basis of Payment.

2.2.1 Firm-Fixed Price CLINs. Firm-fixed Price CLIN's, as specified in Section B, Schedule of items, shall be paid on a per job, per month, each, or per shipment basis.

2.2.2 Time and Materials CLINs. Time and Material CLIN's, as specified in Section B, Schedule of items, shall be paid on a per hour basis with shipping costs, subcontracting costs, and mark-ups as applicable and specified in Section B.

2.2.3 Subcontracted Items and Work. Subcontracted items with applicable mark-ups as specified in Section B, approved in advance shall be paid when reasonable and supported with documentation showing that adequate competition was obtained. Any prices that are not firm-fixed shall include a cost breakdown including a detailed list of direct and other direct costs, overhead, and profit attached to each invoice.

2.2.4 Travel Expenses. Paid travel expenses for work performed at non-contractor facilities shall include offered labor rates, actual airfare costs and subsistence expenses equal to the current standard maximum rate that is allowed as established by the Federal Travel Regulations (FIR) shall be paid when the delivery order involves work that requires travel. The Government retains the option to provide meals and/or lodging when travel is required. A list of localities and maximum rates is available upon request.

2.2.5 Parts and Materials CLINs. Parts and materials as specified in the Section B shall be paid for at the actual Manufacturer's list price in effect at the time the maintenance service is performed less the discount specified in the Schedule of Items. The Contractor shall provide documentation of costs for all parts and/or materials with the invoice. When the Government retains parts or components, as provided for in Section C.6.3.4, the list price without exchange credit shall apply. Parts and materials not subject to Manufacturer's price list shall be paid for at the actual cost plus the applicable mark-up in Section B. Freight, handling, packaging, and shipping costs for parts and materials shall be prepaid and added to the Contractors invoice for payment.

2.2.6 Additional Costs. Invoices for services involving "Additional Costs" associated with firm-fixed price work, caused by the work performed in Stages, shall be paid on an hourly basis as specified on the applicable schedule in Section B of the contract. The hours associated with the additional work will be defined in the TO.

2.3 Payment Procedures

2.3.1 Payment for aircraft maintenance services shall be made under this contract upon completion of the work required for each aircraft or component as applicable in accordance with Section I, Contract Clauses, Subparagraphs I.13, I.14, I.15, and I.18. Payment for parts inventory management and storage services shall be paid not more than monthly.

2.3.2 The Contractor shall submit an itemized statement/invoice that summarizes the amounts due and shows as a minimum, the items shown in Section I, Subparagraph I.18(a)(3) plus the following:

2.3.2.1 Aircraft "N" Number.

2.3.2.2 TO number.

2.3.2.3 "Per Job" description by CLIN, cost per CLIN, and total cost being billed under the TO.

2.3.2.4 Number of hours for each discrepancy listed on the invoice and total cost for repairs.

2.3.2.5 Itemized and total cost for parts and/or materials.

2.3.2.6 Itemized costs for subcontracting costs.

2.3.3 All invoices shall be signed by both the Contractor and the CO or authorized Government Representatives (located at National Interagency Fire Center, 3833 South Development Avenue, Boise, ID 83705) prior to submittal for payment to the CO.

2.3.4 Payment shall be made upon receipt of proper invoices in accordance with the Prompt Payment Act.

G.3 ELECTRONIC FUNDS TRANSFER

If electronic payment of invoices is desired under Vendor Express, contact the National Finance Center (NFC), Miscellaneous Payments Section, located in New Orleans, LA, telephone number 1-800-421-0323. Upon calling telephone number for electronic payments, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions. Questions or problems may be answered by the CO

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 LOSS, DAMAGE, OR DESTRUCTION

Contractors for Aircraft Maintenance Services and Major Avionics and Refurbishment Services shall carry Hangar Liability Insurance covering loss, damage, or destruction to Government aircraft and parts in a minimum amount of \$1,000,000 per each aircraft and \$2,500,000 per each occurrence. Verification of effective insurance coverage shall be forwarded to the CO prior to contract award and no later than 30 days after the receipt of notice of contract extension(s).

The contractor for Management of Parts Inventory shall carry Liability Insurance covering loss, damage, or destruction to Government aircraft parts in a minimum amount of \$1,000,000. Verification of effective insurance coverage shall be forwarded to the CO prior to contract award and no later than 30 days after the receipt of notice of contract extension(s).

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PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)**

This clause 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:

(FAR 52.202-1)	(DEC 2001)	DEFINITIONS
(FAR 52.203-3)	(APR 1984)	GRATUITIES
(FAR 52.203-5)	(APR 1984)	COVENANT AGAINST CONTINGENT FEES
(FAR 52.203-6)	(JUL 1995)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(FAR 52.203-7)	(JULY 1995)	ANTI-KICKBACK PROCEDURES
(FAR 52.203-8)	(JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-10)	(JAN 1997)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-12)	(JUN 1997)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(FAR 52.204-4)	(Aug 2000)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
(FAR 52.209-6)	(JUL 1995)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(FAR 52.215-2)	(JUNE 1999)	AUDIT AND RECORDS--NEGOTIATION
(FAR 52.215-8)	(OCT 1997)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
(FAR 52.215-14)	(OCT 1997)	INTEGRITY OF UNIT PRICES
(FAR 52.222-3)	(AUG 1996)	CONVICT LABOR
(FAR 52.222-21)	((FEB 1999)	PROHIBITION OF SEGREGATED FACILITIES
(FAR 52.222-26)	(APR 2002)	EQUAL OPPORTUNITY
(FAR 52.222-35)	(DEC 2001)	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(FAR 52.222-36)	(JUNE 1998)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(FAR 52.222-37)	(DEC 2001)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(FAR 52.223-12)	(MAY 1995)	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
(FAR 52.227-1)	(JUL 1995)	AUTHORIZATION AND CONSENT
(FAR 52.227-2)	(AUG 1996)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(FAR 52.229-3)	(JAN 1991)	FEDERAL, STATE, AND LOCAL TAXES
(FAR 52.229-5)	(APR 1984)	TAXES CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(FAR 52.232-11)	(APR 1984)	EXTRAS
(FAR 52.232-17)	(JUN 1996)	INTEREST
(FAR 52.233-3)	(AUG 1996)	PROTEST AFTER AWARD
(FAR 52.242-13)	(JUL 1995)	BANKRUPTCY
(FAR 52.242-14)	(APR 1984)	SUSPENSION OF WORK
(FAR 53.243-3)	(SEP 2000)	CHANGES--TIME AND MATERIALS OR LABOR HOURS
(FAR 52.244-2)	(AUG 1998)	SUBCONTRACTS
(FAR 52.244-5)	(DEC 1996)	COMPETITION IN SUBCONTRACTING
(FAR 52.245-4)	(APR 1984)	GOVERNMENT FURNISH PROPERTY (SHORT FORM)
(FAR 52.245-5)	(JAN 1986)	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS)
(FAR 52.246-20)	(MAY 2000)	WARRANTY OF SERVICES
(FAR 52.246-25)	(FEB 1997)	LIMITATION OF LIABILITY - SERVICES
(FAR 52.249-2)	(SEP 1996)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
(FAR 52.249-14)	(APR 1984)	EXCUSABLE DELAYS
(FAR 52.252-4)	(APR 1984)	ALTERATIONS IN CONTRACT
(FAR 52.253-1)	(JAN 1991)	COMPUTER GENERATED FORMS

I.2 **ORDERING (FAR 52.216-18) (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.
- (b) All delivery or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

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

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$2,500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
 - (1) Any order for a single item in excess of \$500,000.
 - (2) Any order for a combination of items in excess of \$1,000,000.
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after completion of the last DO issued.

**I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)
(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years.

**I.6 UTILIZATION OF SMALL BUSINESS CONCERNS
(FAR 52.219-8) (OCT 2000)**

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns 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, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(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) *Definitions.* As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

(1) Means a small business concern-

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

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

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;

- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.7 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9)(JAN 2002)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

- (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact-
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through-
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with-
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I.8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (FAR 52.222-4) (SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy

Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

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

**I.9 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 there under 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 work site. 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.
 - (1) Records.
 - (i) 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:

- (1) 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 work site 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.10 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 Mechanic	\$17.00
Aircraft Mechanic Helper	\$11.00
Aircraft Worker_	\$14.82
Aircraft Quality Control Inspector	\$18.31
Aircraft Servicer	\$14.00

I.11 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.12 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

- (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 where 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 paragraph (b)(1) of this clause;

- (4) Notify such employees in writing in the statement required by paragraph (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 paragraphs (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.13 PAYMENTS (FAR 52.232-1) (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided 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 deliveries 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.14 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (FAR 52.232-7) (FEB 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.*

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials and subcontracts.*

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

- (2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.
- (3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.
- (4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.
- (ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor-
- (A) In accordance with the terms and conditions of a subcontract or invoice; and
- (B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.
- (iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.
- (5) To the extent able, the Contractor shall-
- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

- (c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the

Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

- (f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments.

- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

I.15 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 discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment 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.16 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2002. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2002, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.17 ASSIGNMENT OF CLAIMS (FAR 52.232-23) (JAN 1986)

- (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.18 PROMPT PAYMENT (FAR 52.232-25) (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (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 paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
 - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur 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 is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice 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 paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (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), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should 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, discount for prompt payment 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 notify in the event of a defective invoice.

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

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

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

- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (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, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, 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 Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs 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. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty 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 prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are 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. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) Additional interest penalty.
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-
 - (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
 - (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor 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 is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) 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 payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (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.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.19 DISPUTES (FAR 52.233-1) (DEC 1998) ALTERNATE I (DEC 1991)

- (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 paragraph (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) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (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 alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

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.20 CHANGES-FIXED PRICE (FAR 52.243-1) (AUG 1987) ALTERNATE I
(APR 1984)**

- (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 Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.21 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 subparagraph (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 obtainable 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.

PART III - LIST OF ATTACHMENTS, EXHIBITS, AND OTHER DOCUMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 Beechcraft Super King Air 200 (Schedule A)

- A. Phase 1 Inspection
- B. Phase 2 Inspection
- C. Phase 3 Inspection
- D. Phase 4 Inspection

Manufacture's Inspection Program (work description upon request)

J.2 Beechcraft King Air 90 (Schedule B)

- A. Phase 1 Inspection
- B. Phase 2 Inspection
- C. Phase 3 Inspection
- D. Phase 4 Inspection

Manufacture's Inspection Program (work description upon request)

J.3 Shorts 3-30 / C-23A (Schedule C)

- A. "A" Check (1 month/60 hour items)
 - "A" Check
- B. "2A" Check (2 month/120 hour items)
 - "2A" Check
- C. "B" Check (3 month/300 hour items)
 - "B" Check, Engine Oil Samples, SD330-28-16;Part B1
- D. 2B Check (6 month items)
 - 1200 Hr. Structural Insp., Lube Rudder Hinge Bearings, Overvoltage Detector (SD330-24-20;Par.8)

- E. "C" Check (12 month items)
- "C" Check, "2C" Check, "3C" Check, "1,5,9C" Check, "3,7,11C" Check, 2400 Hr. Structural Insp.+(app.2), 3600 Hr. Structural Insp., Ramp door "C" Check, Ramp Door 3600 Hr. Structural Insp. Annual De-ice Insp., Small & Large First Aid kit Insp., Forward & Aft Hand Held Fire Bottle Wt. Check, Engine Fire Ext. Electrical System Function Check, Cargo Door Hydraulic Filter (clean), Annual Crew Oxygen Mask Test, Annual Under Jump Door Coming Insp., Placard Insp., Fuel Pump Coupling in-situ Insp., Calibration of Engine Torque Indication & Turbine Temperature Indication, AD 92-19-09R1 Horizontal Stabilizer Wear, AD 94-06-02 Distance Piece Insp., AD 96-21-07 Flap Hydraulic Units
- F. Inspection Checks (24 month items)
- 4800 Hr. Structural Insp., 4800 Hr. Structural Insp. (app.1), 4800 Hr. Structural Insp. (app2), 9600 Hr. Structural Insp., Ramp Door 4800 Hr. Structural Insp., Flap Control Rods Corrosion Inspection, AD 98-21-05 Inner Flap Brackets,
- G. D Check (48 month items)
- "D" Check, "2D" Check, Ramp Door 9600 Hr. Structural Insp., Hydraulic Charging Filter (clean), Main Gear Swivel Bushing Visual Check, SD330-28-16;Part B2, B3 & B4,
- H. Avionics (24 month items)
- Avionics Inspection
- Manufacture's Inspection Program (work description sent upon request)

J.4 Rockwell 500B Commander (Schedule D)

- A. 100-Hour Inspection
- B. 50-Hour Inspection
USDA Forest Service Inspection Program (work description sent upon request)

J.5 Beechcraft 58P and 58TC Baron (Schedule F)

- A. Routine Inspection
- B. #1, #3 & #5 Detail Phase Inspection
- C. Engine Supplement
- D. #2 Detail Phase Inspection
- E. #4 Detail Phase Inspection
- F. #6 Detail Phase Inspection
- USDA Forest Service, FAA Approved Inspection Program (work description sent upon request)

J.6 Basler DC-3 TP-67 (Schedule F)

- A. Phase 1 Inspection
- B. Phase 2 Inspection
- C. Phase 3 Inspection

USDA Forest Service, FAA approved Inspection Program (work description sent upon request)

J.7 De Havilland DHC-6-300 (Schedule G)

- A. "A" Check
 - EMMA Insp. Cards 36 & 37
- B. "B" Check
 - EMMA Insp. Cards 1 thru 7 & 36 thru 39
- C. "C" Check (C-1, C-5, C-7, & C-11)
 - EMMA Insp. Cards 1 thru 14 & 36 thru 41
- D. "C" Check (C-2, C-4, C-8, & C-10)
 - EMMA Insp. Cards 1 thru 21 & 36 thru 43
- E. "C" Check (C-3 & C-9)
 - EMMA Insp. Cards 1 thru 14, 22 thru 28, 36 thru 41, 44 & 45
- F. "C" Check (C-6 & C-12)
 - EMMA Insp. Cards 1 thru 47

Manufacture's Inspection Program (work description sent upon request)

J.8 Bell Jet Ranger II (Schedule H)

- A. 100-Hour Aircraft and Engine Inspection
- B. 100-Hour Aircraft and Engine Inspection and Annual Inspection, including all 12-month inspection items

Manufacture's Inspection Program (work description sent upon request)

J.9 Cessna Citation Bravo (Schedule I)

- A. Phase 1 Inspection
- B. Phase 2 Inspection
- C. Phase 3 Inspection
- D. Phase 4 Inspection
- E. Phase 5 Inspection

Manufacture's Inspection Program (work description sent upon request)

J.10 Wage Rate Determinations

Contractors must pay their employees per the applicable Wage Determination (WD) for the county in which services are performed as required by the Service Contract Act of 1965 as amended. Applicable Wage Determination numbers are listed below, and copies of them (or those for any other counties) are available upon request.

<u>Wage Determination No.</u>	<u>State and/or County</u>	<u>Revision No.</u>	<u>Revision Date</u>
1994-2133	Georgia-Fulton or DeKalb	22	06/28/2002
1994-2159	Idaho-Statewide	21	06/06/2003
1994-2081	Colorado-Grand Junction	20	05/29/2002
1994-2531	Utah-Statewide	24	09/30/2003
1994-2023	Arizona-Phoenix	24	05/29/2002
1994-2441	Oregon-Portland	19	07/30/2002
1994-2333	Nevada-Reno	20	05/28/2002
1994-2055	California- Sacramento	19	07/30/2002
1994-2045	or Fresno	18	05/28/2002
1994-2057	or San Diego	32	06/05/2003
1994-2083	Colorado-Mesa	20	09/04/2003

J.11 Malfunction or Defect Report, FAA Form 8010

1. REGISTRATION NO.			DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION MALFUNCTION OR DEFECT REPORT			OMB No. 7120-003 USE EXPIRES 3/31/84	
N-			BA. COMMENTS (Describe the malfunctions or defect and the circumstances under which it occurred. State probable cause and recommendations to prevent recurrence.)			SUBMITTED BY	
2. AIRCRAFT			A. MAKE	B. MODEL	C. SERIAL NO.	NON-FA USE ONLY CONTROL NO.	
3. POWERPLANT						FAA OTHER	
4. PROPELLER						H.	
5. APPLIANCE/COMPONENT (specify that includes part/						MFG.	
A. NAME			B. MAKE	C. MODEL	D. SERIAL NO.	F.	
6. SPECIFIC PART (of component) CAUSING TROUBLE			B. NUMBER		C. PART/DEFECT LOCATION	E. AIR TAX	
A. NAME						D.	
D. PART TY			E. PART TSO	F. PART CONDITION	7. DATE SUB.	C. OPER.	
						B. REP. STA.	

J.12 Aircraft Maintenance Contract Performance Evaluation

Contractor	Project	Contract No.	Inclusive Performance Dates
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Detailed explanations must be documented if performance did not meet specifications, or if the contract specifications were consistently exceeded. Comments are optional when specifications are met. Examples of items to be assessed for each category are not all-inclusive. Additional comments can be written on a separate page and attached to this evaluation.

1. Quality of Product or Service

a. Facility, Manuals and Equipment (met required contract specifications for the repair facility, security, repair manuals, tools, and equipment)

YES [] NO []

Explain:

b. Personnel (has adequate number of professional, trained personnel)

YES [] NO []

Explain:

c. Technical (met technical specifications and contract requirements)

YES [] NO []

Explain:

d. Parts (ordered correct parts and returned cores in accordance with directions)

YES [] NO []

Explain:

e. Records (completes correctly and maintains logs, invoices, and parts documentation)

YES [] NO []

Explain:

f. Contractor Inter-Departmental Communication-Organization

YES [] NO []

Explain:

g. Overall Quality of Work

YES [] NO []

Explain:

2. Cost Control (work completed in accordance with cost estimates and within approved cost ceilings)

YES [] NO []

Explain:

3. Timeliness of Performance (receives timely approval prior to ordering parts and the work is completed within approved delivery times. Time extensions approved in advance)

YES [] NO []

Explain:

4. Business Relations (Contractor was professional in planning, organizing, adaptability, personnel management, cooperation and communication with Government representatives, maintains positive attitude and is teamwork oriented)

YES [] NO []

Explain:

5. **Subcontracting Requirements** (Contractor met subcontracting goals, obtained subcontractor competition, submitted required subcontractor cost data with the Aircraft Maintenance Estimate, and subcontractor service was acceptable or better)

YES [] NO []

Explain:

Comments and/or Areas for Improvement, if any:

<input type="checkbox"/> COR		<input type="checkbox"/> Inspector	
<i>Print Name</i>		<i>Signature</i>	
<i>Work Address</i>			
<i>Phone Number</i>		<i>Date</i>	

The Contractor may submit written comments regarding this performance evaluation to Contracting Officer at any time.