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SECTION A – REQUIREMENTS AND PRICING

A1 SCHEDULE OF ITEMS

SCHEDULE A – CONTRACT LINE ITEM NUMBERS (A-CLINs)

CLIN A1 – (b) (4)

DESCRIPTION

- Designated Base: All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica
- Exclusive Use Period: (b) (4) Aircraft will be ordered each year beginning on or about 15 Oct each year and ending on or about February 15 the following year.
- Aircraft Requirement: (b) (4) equipped as specified in Section B.
- Crew Requirements: One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements



CLIN A1 PRICING YEAR 1

CLIN	DESCRIPTION 2011-2012 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1.aa	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A1.ab	Flight Hours	FT		FLIGHT HOURS		
A1.ac	Additional Days – Availability	AV		DAYS		
A1.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A1.ae	Demobilization from McMurdo Station	SC		LUMP SUM		

BASE YEAR – ESTIMATED TOTAL 2012

*Can be ordered-up in one day increments, in accordance with paragraph C27.

SECTION A – REQUIREMENTS AND PRICING

YEAR 2

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A1.bb	Flight Hours	FT		FLIGHT HOURS		
A1.bc	Additional Days – Availability	AV		DAYS		
A1.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A1.be	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 1 – ESTIMATED TOTAL 2013

YEAR 3

CLIN	DESCRIPTION 2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A1.cb	Flight Hours	FT		FLIGHT HOURS		
A1.cc	Additional Days – Availability	AV		DAYS		
A1.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A1.ce	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

YEAR 4

CLINA	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A1.db	Flight Hours	FT		FLIGHT HOURS		
A1.dc	Additional Days – Availability	AV		DAYS		
A1.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A1.de	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

YEAR 5

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A1.eb	Flight Hours	FT		FLIGHT HOURS		
A1.ec	Additional Days – Availability	AV		DAYS		
A1.ed	Mobilization to McMurdo Station	SC		LUMP SUM		
A1.ee	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN A1

(b) (4)

SECTION A – REQUIREMENTS AND PRICING

CLIN A2 – (b) (4)

DESCRIPTION

Designated Base: All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica

Exclusive Use Period: (b) (4) Aircraft will be ordered each year between the dates of 15 Oct and 15 Feb the following year.

Aircraft Requirement: (b) (4) equipped as specified in Section B.

Crew Requirements: One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements

(b) (4)

CLIN A2 PRICING

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	2011-2012 Field Season					
A2.aa	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A2.ab	Flight Hours	FT		FLIGHT HOURS		
A2.ac	Additional Days – Availability	AV		DAYS		
A2.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A2.ae	Demobilization from McMurdo Station	SC		LUMP SUM		

BASE YEAR – ESTIMATED TOTAL 2012

SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A2.bb	Flight Hours	FT		FLIGHT HOURS		
A2.bc	Additional Days – Availability	AV		DAYS		
A2.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A2.be	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 1 – ESTIMATED TOTAL 2013

CLIN	DESCRIPTION 2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A2.cb	Flight Hours	FT		FLIGHT HOURS		
A2.cc	Additional Days – Availability	AV		DAYS		
A2.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A2.ce	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

CLIN	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A2.db	Flight Hours	FT		FLIGHT HOURS		
A2.dc	Additional Days – Availability	AV		DAYS		
A2.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A2.de	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A2.eb	Flight Hours	FT	(b) (4)	FLIGHT HOURS	(b)	(4)
A2.ec	Additional Days – Availability	AV	(b) (4)	DAYS	(b)	(4)
A2.ed	Mobilization to McMurdo Station	SC	(b) (4)	LUMP SUM	(b)	(4)
A2.ee	Demobilization from McMurdo Station	SC	(b) (4)	LUMP SUM	(b)	(4)

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN A2

(b) (4)

SECTION A – REQUIREMENTS AND PRICING

CLIN A3 – (b) (4)

DESCRIPTION

Designated Base: All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica

Exclusive Use Period: (b) (4) Aircraft will be ordered each year between the dates of 15 Oct and 15 Feb the following year. Additional Days can be ordered-up in one-day increments.

Aircraft Requirement: (b) (4) equipped as specified in Section B.

Crew Requirements: One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One Mechanic.

Minimum Aircraft Requirements



CLIN A3 PRICING (b) (4)

CLIN	DESCRIPTION 2011-2012 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A3.aa	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A3.ab	Flight Hours	FT		FLIGHT HOURS		
A3.ac	Additional Days – Availability	AV		DAYS		
A3.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A3.ae	Demobilization from McMurdo Station	SC		LUMP SUM		

BASE YEAR – ESTIMATED TOTAL 2012

SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A3.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A3.bb	Flight Hours	FT		FLIGHT HOURS		
A3.bc	Additional Days - Availability	AV		DAYS		
A3.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A3.be	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 1 – ESTIMATED TOTAL 2013

CLIN	DESCRIPTION *2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A3.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A3.cb	Flight Hours	FT		FLIGHT HOURS		
A3.cc	Additional Days - Availability	AV		DAYS		
A3.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A3.ce	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

CLIN	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A3.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A3.db	Flight Hours	FT		FLIGHT HOURS		
A3.dc	Additional Days - Availability	AV		DAYS		
A3.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A3.de	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A3.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A3.eb	Flight Hours	FT		FLIGHT HOURS		
A3.ec	Additional Days - Availability	AV		DAYS		
A3.ed	Mobilization to McMurdo Station	SC		LUMP SUM		
A3.ee	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN A3 (b) (4)

(b) (4)

SECTION A – REQUIREMENTS AND PRICING

CLIN A4 - (b) (4)

DESCRIPTION

Designated Base: All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica

Exclusive Use Period: (b) (4) Aircraft will be ordered each year between the dates of 15 Oct and 15 Feb the following year.

Aircraft Requirement: (b) (4) equipped as specified in Section B.

Crew Requirements: One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements

(b) (4)

CLIN A4 PRICING

CLIN	DESCRIPTION 2011-2012 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A4.aa	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	(4)
A4.ab	Flight Hours	FT		FLIGHT HOURS		
A4.ac	Additional Days - Availability	AV		DAYS		
A4.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A4.ae	Demobilization from McMurdo Station	SC		LUMP SUM		

BASE YEAR – ESTIMATED TOTAL 2012

SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A4.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A4.bb	Flight Hours	FT		FLIGHT HOURS		
A4.bc	Additional Days - Availability	AV		DAYS		
A4.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A4.be	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 1 – ESTIMATED TOTAL 2013

CLIN	DESCRIPTION 2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A4.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A4.cb	Flight Hours	FT		FLIGHT HOURS		
A4.cc	Additional Days - Availability	AV		DAYS		
A4.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A4.ce	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

CLIN	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A4.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A4.db	Flight Hours	FT		FLIGHT HOURS		
A4.dc	Additional Days - Availability	AV		DAYS		
A4.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A4.de	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A4.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A4.eb	Flight Hours	FT		FLIGHT HOURS		
A4.ec	Additional Days - Availability	AV		DAYS		
A4.ed	Mobilization to McMurdo Station	SC		LUMP SUM		
A4.ee	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN A4 (b) (4)

SECTION A – REQUIREMENTS AND PRICING

CLIN A5 - (b) (4) - “ON CALL”

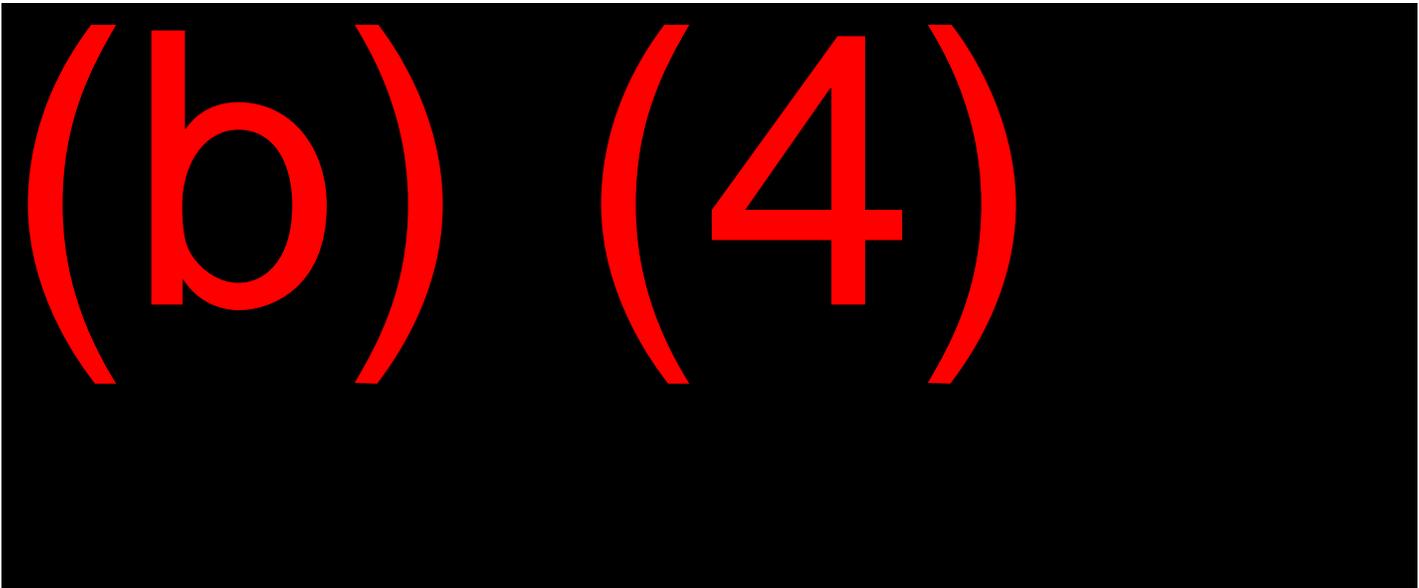
DESCRIPTION

All airplanes required by this contract line item are referred to as *On Call* aircraft for all years. For the years the aircraft is considered to be On Call, the Contractor must accept orders for service when orders have been issued at least forty-five (45) calendar days prior to the time services are required. Acceptance of orders placed less than the specified time in advance shall be at the discretion of the Contractor. However, upon acceptance of an order, the Contractor shall be required to perform all services as directed by the Government in accordance with the terms and conditions of this contract. Once an order has been accepted, the aircraft shall be for the EXCLUSIVE USE AND CONTROL of the Government, and shall continue in that status until released back to the ON CALL status. During the period that these aircraft are under EXCLUSIVE USE AND CONTROL, they may be released subject to the terms and conditions set forth herein.

Changes in deployment schedules occurring within seven (7) calendar days prior to departure, which will require an earlier-than-planned-commencement, shall be subject to the concurrence of the Contractor. If extension of an order beyond its planned completion (release) date is requested by the Government less than seven (7) days prior to the previously-scheduled date, the extension will be subject to the concurrence of the Contractor.

- Designated Base: All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica
- Exclusive Use Period: (b) (4) Aircraft may be ordered each year between the dates of 15 Oct and 15 Feb the following year.
- Aircraft Requirement: (b) (4) equipped as specified in Section B.
- Crew Requirements: One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements



SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2011-2012 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A5.aa	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A5.ab	Flight Hours	FT		FLIGHT HOURS		
A5.ac	Additional Days - Availability	AV		DAYS		
A5.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A5.ae	Demobilization from McMurdo Station	SC		LUMP SUM		
BASE YEAR – ESTIMATED TOTAL 2012						

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A5.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A5.bb	Flight Hours	FT		FLIGHT HOURS		
A5.bc	Additional Days - Availability	AV		DAYS		
A5.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A5.be	Demobilization from McMurdo Station	SC		LUMP SUM		
OPTION YEAR 1 – ESTIMATED TOTAL 2013						

CLIN	DESCRIPTION 2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A5.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A5.cb	Flight Hours	FT		FLIGHT HOURS		
A5.cc	Additional Days - Availability	AV		DAYS		
A5.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A5.ce	Demobilization from McMurdo Station	SC		LUMP SUM		
OPTION YEAR 2 – ESTIMATED TOTAL 2014						

CLIN	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A5.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A5.db	Flight Hours	FT		FLIGHT HOURS		
A5.dc	Additional Days - Availability	AV		DAYS		
A5.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A5.de	Demobilization from McMurdo Station	SC		LUMP SUM		
OPTION YEAR 3 – ESTIMATED TOTAL 2015						

SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A5.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A5.eb	Flight Hours	FT		FLIGHT HOURS		
A5.ec	Additional Days - Availability	AV		DAYS		
A5.ed	Mobilization to McMurdo Station	SC		LUMP SUM		
A5.ee	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN C5

SECTION A – REQUIREMENTS AND PRICING

CLIN A6 - (b) (4) - “ON CALL”

DESCRIPTION

All airplanes required by this contract line item are referred to as *On Call* aircraft for all years. For the years the aircraft is considered to be On Call, the Contractor must accept orders for service when orders have been issued at least forty-five (45) calendar days prior to the time services are required. Acceptance of orders placed less than the specified time in advance shall be at the discretion of the Contractor. However, upon acceptance of an order, the Contractor shall be required to perform all services as directed by the Government in accordance with the terms and conditions of this contract. Once an order has been accepted, the aircraft shall be for the EXCLUSIVE USE AND CONTROL of the Government, and shall continue in that status until released back to the ON CALL status. During the period that these aircraft are under EXCLUSIVE USE AND CONTROL, they may be released subject to the terms and conditions set forth herein.

Changes in deployment schedules occurring within seven (7) calendar days prior to departure, which will require an earlier-than-planned-commencement, shall be subject to the concurrence of the Contractor. If extension of an order beyond its planned completion (release) date is requested by the Government less than seven (7) days prior to the previously-scheduled date, the extension will be subject to the concurrence of the Contractor.

- Designated Base: All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica
- Exclusive Use Period: (b) (4) Aircraft may be ordered each year between the dates of 15 Oct and 15 Feb the following year.
- Aircraft Requirement: (b) (4) equipped as specified in Section B.
- Crew Requirements: One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements



SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2011-2012 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A6.aa	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A6.ab	Flight Hours	FT		FLIGHT HOURS		
A6.ac	Additional Days - Availability	AV		DAYS		
A6.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A6.ae	Demobilization from McMurdo Station	SC		LUMP SUM		
BASE YEAR – ESTIMATED TOTAL 2012						

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A6.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A6.bb	Flight Hours	FT		FLIGHT HOURS		
A6.bc	Additional Days - Availability	AV		DAYS		
A6.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A6.be	Demobilization from McMurdo Station	SC		LUMP SUM		
OPTION YEAR 1 – ESTIMATED TOTAL 2013						

CLIN	DESCRIPTION 2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A6.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A6.cb	Flight Hours	FT		FLIGHT HOURS		
A6.cc	Additional Days - Availability	AV		DAYS		
A6.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A6.ce	Demobilization from McMurdo Station	SC		LUMP SUM		
OPTION YEAR 2 – ESTIMATED TOTAL 2014						

CLIN	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A6.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A6.db	Flight Hours	FT		FLIGHT HOURS		
A6.dc	Additional Days - Availability	AV		DAYS		
A6.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A6.de	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 3 – ESTIMATED TOTAL 2015						(b) (4)
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SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A6.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A6.eb	Flight Hours	FT		FLIGHT HOURS		
A6.ec	Additional Days - Availability	AV		DAYS		
A6.ed	Mobilization to McMurdo Station	SC		LUMP SUM		
A6.ee	Demobilization from McMurdo Station	SC		LUMP SUM		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN C6

SECTION A – REQUIREMENTS AND PRICING

CLIN A7 - (b) (4) “ON CALL” – Mutual Agreement

DESCRIPTION

All airplanes required by this contract line item are referred to as *On Call* aircraft. The Contractor may accept orders for service when orders have been issued for services. Acceptance of orders placed shall be at the discretion of the Contractor. However, upon acceptance of an order, the Contractor shall be required to perform all services as directed by the Government in accordance with the terms and conditions of this contract. Once an order has been accepted, the aircraft shall be for the EXCLUSIVE USE AND CONTROL of the Government and shall continue in that status until released back to the ON CALL status. During the period that these aircraft are under EXCLUSIVE USE AND CONTROL, they may also be released subject to the terms and conditions set forth herein. The Government and Contractor agree that (b) (4) being used under other contracts in the Antarctic may be utilized as available under this contract and the rates for aircraft ordered under these situations shall be negotiated at the time of order.

Changes in deployment schedules occurring within seven (7) calendar days prior to departure, which will require an earlier-than-planned commencement, shall be subject to the concurrence of the Contractor. If extension of an order beyond its planned completion (release) date is requested by the Government less than seven (7) days prior to the previously-scheduled date, the extension will be subject to the concurrence of the Contractor.

Designated Base:	All equipment, facilities, and personnel required under this contract shall be delivered to and removed from McMurdo Station, Antarctica
Exclusive Use Period:	(b) (4) beginning on or about 15 October each year and ending on or about 12 Feb the following year.
Aircraft Requirement:	(b) (4) equipped as specified in Section B.
Crew Requirements:	One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements



SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2011-2012 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A7.aa	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A7.ab	Flight Hours	FT		FLIGHT HOURS		
A7.ac	Additional Days - Availability	AV		DAYS		
A7.ad	Mobilization to McMurdo Station	SC		LUMP SUM		
A7.ae	Demobilization from McMurdo Station	SC		LUMP SUM		
A7.af	Daily Availability (b) (4)	AV		DAYS		
A7.ag	Daily Availability	AV		DAYS		

BASE YEAR – ESTIMATED TOTAL 2012

CLIN	DESCRIPTION 2012-2013 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A7.ba	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A7.bb	Flight Hours	FT		FLIGHT HOURS		
A7.bc	Additional Days - Availability	AV		DAYS		
A7.bd	Mobilization to McMurdo Station	SC		LUMP SUM		
A7.be	Demobilization from McMurdo Station	SC		LUMP SUM		
A7.bf	Daily Availability (b) (4)	AV		DAYS		
A7.bg	Daily Availability	AV		DAYS		

OPTION YEAR 1 – ESTIMATED TOTAL 2013

CLIN	DESCRIPTION 2013-2014 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A7.ca	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A7.cb	Flight Hours	FT		FLIGHT HOURS		
A7.cc	Additional Days - Availability	AV		DAYS		
A7.cd	Mobilization to McMurdo Station	SC		LUMP SUM		
A7.ce	Demobilization from McMurdo Station	SC		LUMP SUM		
A7.cf	Daily Availability (b) (4)	AV		DAYS		
A7.cg	Daily Availability	AV		DAYS		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

SECTION A – REQUIREMENTS AND PRICING

CLIN	DESCRIPTION 2014-2015 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A7.da	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A7.db	Flight Hours	FT		FLIGHT HOURS		
A7.dc	Additional Days - Availability	AV		DAYS		
A7.dd	Mobilization to McMurdo Station	SC		LUMP SUM		
A7.de	Demobilization from McMurdo Station	SC		LUMP SUM		
A7.df	Daily Availability (b) (4)	AV		DAYS		
A7.dg	Daily Availability	AV		DAYS		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

CLIN	DESCRIPTION 2015-2016 Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A7.ea	Daily Availability	AV	(b) (4)	DAYS	(b)	(4)
A7.eb	Flight Hours	FT		FLIGHT HOURS		
A7.ec	Additional Days - Availability	AV		DAYS		
A7.ed	Mobilization to McMurdo Station	SC		LUMP SUM		
A7.ee	Demobilization from McMurdo Station	SC		LUMP SUM		
A7.ef	Daily Availability (b) (4)	AV		DAYS		
A7.eg	Daily Availability	AV		DAYS		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN A7

(b) (4)

SECTION A – REQUIREMENTS AND PRICING

SCHEDULE A - CONTRACT LINE ITEM NUMBERS (CLINs 8-15)

Additional Personnel – Fixed rate for additional personnel. The Government may require the Contractor to deploy cargo handlers, flight crews, mechanics, and apprentice mechanics to supplement operational capabilities, or some other purpose. The Contracting Officer may order additional work in a minimum quantity of one (1) individual for one (1) day at anytime during the term of this contract by giving written notice to the contractor at least ten (10) days prior to the date the additional work is required. The Contracting Officer may make multiple orders. The Government will provide air transportation between the Contractor’s home base or other location, and Antarctica. The Government will reimburse the Contractor at cost for lodging and per diem expenses while in transit. This shall be a unilateral action on the part of the Government.

ADDITIONAL FLIGHT CREW (b) (4) AIRCRAFT (2 person crews PIC/SIC)

CLIN	DESCRIPTION (9/01-8/31)	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A8.aa	2011 Additional Crew (b) (4) Flight	P01	(b) (4)	DAYS	(b)	(4)
A8.ab	2012 Additional Crew Flight	P01	(b) (4)	DAYS		
A8.ac	2013 Additional Crew Flight	P01		DAYS		
A8.ad	2014 Additional Crew Flight	P01		DAYS		
A8.ae	2015 Additional Crew Flight	P01		DAYS		

ADDITIONAL FLIGHT CREWS (b) (4) – ESTIMATED TOTAL 5 YEARS

ADDITIONAL FLIGHT CREW (b) (4) AIRCRAFT (2 person crew PIC/SIC)

CLIN	DESCRIPTION (9/01-8/31)	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A9.aa	2011 Additional Flight Crew (b) (4)	P01	(b) (4)	DAYS	(b)	(4)
A9.ab	2012 Additional Flight Crew	P01	(b) (4)	DAYS		
A9.ac	2013 Additional Flight Crew	P01		DAYS		
A9.ad	2014 Additional Flight Crew	P01		DAYS		
A9.ae	2015 Additional Flight Crew	P01		DAYS		

ADDITIONAL FLIGHT CREWS (b) (4) – ESTIMATED TOTAL 5 YEARS

ADDITIONAL MECHANIC

CLIN	DESCRIPTION (9/01-8/31)	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A10.aa	2011 Mechanic	MC	(b) (4)	DAYS	(b)	(4)
A10.ab	2012 Mechanic	MC	(b) (4)	DAYS		
A10.ac	2013 Mechanic	MC		DAYS		
A10.ad	2014 Mechanic	MC		DAYS		
A10.ae	2015 Mechanic	MC		DAYS		

MECHANICS – ESTIMATED TOTAL 5 YEARS

SECTION A – REQUIREMENTS AND PRICING

APPRENTICE MECHANIC

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A11.aa	2011 Apprentice Mechanic	MC	(b) (4)	DAYS	(b)	(4)
A11.ab	2012 Apprentice Mechanic	MC		DAYS		
A11.ac	2013 Apprentice Mechanic	MC		DAYS		
A11.ad	2014 Apprentice Mechanic	MC		DAYS		
A11.ae	2015 Apprentice Mechanic	MC		DAYS		

APPRENTICE MECHANICS – ESTIMATED TOTAL 5 YEARS

CARGO HANDLER

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A12.aa	2011 Cargo Handler	P50	(b) (4)	DAYS	(b)	(4)
A12.ab	2012 Cargo Handler	P50		DAYS		
A12.ac	2013 Cargo Handler	P50		DAYS		
A12.ad	2014 Cargo Handler	P50		DAYS		
A12.ae	2015 Cargo Handler	P50		DAYS		

CARGO HANDLERS – ESTIMATED TOTAL 5 YEARS

SECTION A – REQUIREMENTS AND PRICING

Shop Rates for Aircraft in Maintenance - The following rates shall be used for shop time when the Government requires modifications to the airframe and the contractor is required to ground the aircraft from flight to work on the modification to the aircraft. These rates will be used for all quotes for work to be completed on the aircraft during the performance of the contract.

SHOP RATE FOR (b) (4) AIRCRAFT

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A13.aa	2011 Shop Rates (b) (4)	TBD	(b) (4)	DAYS	(b)	(4)
A13.ab	2012 Shop Rates (b) (4)	TBD		DAYS		
A13.ac	2013 Shop Rates (b) (4)	TBD		DAYS		
A13.ad	2014 Shop Rates (b) (4)	TBD		DAYS		
A13.ae	2015 Shop Rates (b) (4)	TBD		DAYS		

SHOP RATE, (b) (4) – ESTIMATED TOTAL 5 YEARS

SHOP RATE FOR (b) (4) AIRCRAFT

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A14.aa	2011 Shop Rates (b) (4)	TBD	(b) (4)	DAYS	(b)	(4)
A14.ab	2012 Shop Rates (b) (4)	TBD		DAYS		
A14.ac	2013 Shop Rates (b) (4)	TBD		DAYS		
A14.ad	2014 Shop Rates (b) (4)	TBD		DAYS		
A14.ae	2015 Shop Rates (b) (4)	TBD		DAYS		

SHOP RATE, (b) (4) – ESTIMATED TOTAL 5 YEARS

SECTION A – REQUIREMENTS AND PRICING

SCHEDULE A - ARCTIC POLAR REGIONS

CLIN 15-(b) (4) – Arctic and Polar Regions

DESCRIPTION

All airplanes required by this contract line item are referred to as *On Call* aircraft *with no guaranteed use*. The Contractor must accept orders for service when orders have been issued at least seven (7) calendar days prior to the time services are required. Acceptance of orders placed less than the specified time in advance shall be at the discretion of the Contractor. However, upon acceptance of an order, the Contractor shall be required to perform all services as directed by the Government in accordance with the terms and conditions of this contract. Once an order has been accepted, the aircraft shall be for the EXCLUSIVE USE AND CONTROL of the Government and shall continue in that status until released back to the ON CALL status. During the period that these aircraft are under EXCLUSIVE USE AND CONTROL, they may also be released subject to the terms and conditions set forth herein.

For work performed in the Arctic, the delivery point will be specified on each order and is generally anticipated to be the Contractor's home base. All costs necessary to move the items to the delivery point, and prepare them for shipment are the Contractor's responsibility. The Contractor is responsible for redeploying all aircraft and other items required for contract performance to its home base or other location. Costs necessary to prepare the items for shipment, and return them to the Contractor's home base are the Contractor's responsibility. For work performed in the Arctic, aircraft will be released from service at the location specified on each order, generally expected to be the Contractor's home base. The Contractor shall provide and the Government will reimburse the Contractor its actual cost for fuel used in the performance of work in the Arctic.

Days of unavailability will be counted towards the guaranteed days of availability under this CLIN. In addition, failure of the Contractor to provide an aircraft under this CLIN for the Arctic work when ordered in accordance with the above timelines, will result in loss of guaranteed availability for the period of work that was ordered.

Designated Base:	Determined by each order
Exclusive Use Period:	Off season of Antarctic Aircraft. The Contractor may use Antarctic aircraft to support this Item.
Aircraft Requirement:	(b) (4) equipped as specified in Section B.
Crew Requirements:	One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements



Section A--Requirements and Prices

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
15.aa	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	
15.ab	Flight Hours	FT		FLIGHT HOURS		

BASE YEAR – ESTIMATED TOTAL 2012

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
15.ba	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	
15.bb	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 1 – ESTIMATED TOTAL 2013

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
15.ca	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	
15.cb	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
15.da	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	
15.db	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

CLIN	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
15.ea	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	
15.eb	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR FIVE (5) YEARS CLIN 15

Section A--Requirements and Prices

CLIN 16- (b) (4) – Arctic and Polar Regions

DESCRIPTION

All airplanes required by this contract line item are referred to as *On Call* aircraft **with no guaranteed use**. The Contractor must accept orders for service when orders have been issued at least seven (7) calendar days prior to the time services are required. Acceptance of orders placed less than the specified time in advance shall be at the discretion of the Contractor. However, upon acceptance of an order, the Contractor shall be required to perform all services as directed by the Government in accordance with the terms and conditions of this contract. Once an order has been accepted, the aircraft shall be for the **EXCLUSIVE USE AND CONTROL** of the Government and shall continue in that status until released back to the **ON CALL** status. During the period that these aircraft are under **EXCLUSIVE USE AND CONTROL**, they may also be released subject to the terms and conditions set forth herein.

For work performed in the Arctic, the delivery point will be specified on each order and is generally anticipated to be the Contractor’s home base. All costs necessary to move the items to the delivery point, and prepare them for shipment are the Contractor’s responsibility. The Contractor is responsible for redeploying all aircraft and other items required for contract performance to its home base or other location. Costs necessary to prepare the items for shipment, and return them to the Contractor’s home base are the Contractor’s responsibility. For work performed in the Arctic, aircraft will be released from service at the location specified on each order, generally expected to be the Contractor’s home base. The Contractor shall provide and the Government will reimburse the Contractor its actual cost for fuel used in the performance of work in the Arctic.

Days of unavailability will be counted towards the guaranteed days of availability under this CLIN. In addition, failure of the Contractor to provide an aircraft under this CLIN for the Arctic work when ordered in accordance with the above timelines, will result in loss of guaranteed availability for the period of work that was ordered.

DESCRIPTION

Designated Base:	Determined by each order
Exclusive Use Period:	Off season of Antarctic Aircraft. The Contractor may use Antarctic aircraft to support this Item.
Aircraft Requirement:	(b) (4) equipped as specified in Section B.
Crew Requirements:	One (1) Pilot-in-Command (PIC), One (1) Second-in-Command (SIC), and One (1) Mechanic.

Minimum Aircraft Requirements



Section A--Requirements and Prices

CLIN A16 PRICING

CLIN	DESCRIPTION 2013-2014 Arctic Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A16.ba	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	(b) (4)
A16.bb	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 2 – ESTIMATED TOTAL 2014

CLIN	DESCRIPTION 2014-2015 Arctic Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A16.ca	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	(b) (4)
A16.cb	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 3 – ESTIMATED TOTAL 2015

CLIN	DESCRIPTION 2015-2016 Arctic Field Season	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A16.da	Daily Availability	AV	(b) (4)	DAYS	(b) (4)	(b) (4)
A16.db	Flight Hours	FT		FLIGHT HOURS		

OPTION YEAR 4 – ESTIMATED TOTAL 2016

TOTAL ESTIMATED PRICE FOR THREE (3) YEARS CLIN A16 (b) (4)

TOTAL ESTIMATED VALUE OF THE CLINS A1-16 (b) (4)

Section A--Requirements and Prices

A2 CONTRACTOR'S OPERATING BASES / DELIVERY POINTS

All aircraft required for CLINs 1-7 shall be delivered to the Government in accordance with the provisions in Section B of this contract. The delivery point and release point shall be McMurdo Station, Antarctica, unless otherwise specified by the Contracting Officer.

Replacement parts, materials and other consumables destined for McMurdo Station and other locations in Antarctica, not carried onboard the Contractor's aircraft, will be transported by the Government via the USAP's logistics system from Point Hueneme, CA. All costs necessary to prepare and move these items to Point Hueneme are the Contractor's responsibility. The Government will transport items not carried on-board the Contractor's aircraft that are redeployed from Antarctica to the Contractor home base via the USAP's logistics system to Point Hueneme. All costs necessary to prepare and move these items from Point Hueneme are the Contractor's responsibility. Transportation will be provided by either air or surface vessel.

SECTION B - TECHNICAL SPECIFICATIONS

B1 GENERAL REQUIREMENTS

B1.1 Scope of Contract

B1.1.1 Intent

The intent of this contract is to obtain flight services utilizing fully-functional aircraft equipped to meet specifications, operated and maintained by qualified personnel, for the National Science Foundation (NSF) in support of the research activities of the United States Antarctic Program (USAP), and NSF's Arctic Program. The primary role for the aircraft in both theaters of operation will be for utility transportation services, ferrying personnel and materials to remote, often unprepared, field locations. Periodically, at least one of the aircraft will be configured with a downward-looking port, wing hard-points and in-wing cable raceways to allow the aircraft to be used for remote sensing activities to include aerogeophysical surveys, aerial photography, light detection and ranging (LIDAR) and remote digital mapping, and the operation of ice-penetrating radar systems. The Contractor will be required to modify contract aircraft to meet the needs of the program. Modifications will be requested at various levels from simple modifications to major modifications.

B1.1.1.1 United States Antarctic Program

NSF is the executive agency for the USAP. The USAP is this nation's national program of scientific research in Antarctica, and includes the activities of NSF and other U.S. Government agencies, including NASA and NOAA. As the executive agent for the USAP, NSF also has cooperative agreements with other foreign nations and will dispatch aircraft under this contract for cooperative use. The type of services required to be performed include, but are not limited to, transportation of personnel and cargo in support of the scientific projects, related administrative and infrastructural activities, and Search and Rescue (SAR), as directed by the NSF.

B1.1.1.2 National Science Foundation's Arctic Program

NSF is one of many U.S. Government agencies conducting scientific research in the Arctic regions. NSF-sponsored researchers have conducted research activities in Alaska, Canada, Greenland, Russia, and within Scandinavia, often in cooperation with institutions and researchers located in the aforementioned countries and regions. The types of services required include, but are not limited to, transportation of personnel and cargo in support of the scientific projects, related administrative and infrastructural activities, and search and rescue (SAR), as directed by the NSF. The Interagency Arctic Research Policy Committee, which NSF chairs, coordinates U.S. Government Arctic research activities. To fulfill agency obligations to provide logistic and operational support to projects sponsored by the US Government, foreign governments, and other parties, NSF may dispatch aircraft under this contract for cooperative use.

B1.1.2 Antarctic Aircraft Deployment

Deployment to and from Antarctica shall be conducted on an annual basis. Aircraft are flown from the Contractor's home base or other locations, through South America, and delivered to McMurdo Station, Antarctica. Aircraft redeploy from McMurdo Station, Antarctica during the first or second week of February at the end of the austral summer season.

During mobilization to McMurdo Station, the aircraft normally fly to Rothera Research Station (located at Rothera Point on Adelaide Island [67°34'S, 68°08'W]), a permanent station operated by the British Antarctic Survey (BAS) under the auspices of the United Kingdom.

Rothera Station is the BAS logistics center for the Antarctic Peninsula. The station is situated on a rock and raised beach promontory at the southern extremity of Wormald Ice Piedmont, southeastern Adelaide Island. The station has a 900-meter crushed rock runway, an associated hangar and bulk fuel storage facility, and a wharf for the discharge of cargo from supply ships. There is a transitory summer population of scientists and support staff who reach Rothera either by ship or through use of an intercontinental Dash-7 aircraft flying from the Falkland Islands. Fuel, lodging, flight-following and other in-transit support is provided by BAS through an agreement with NSF at no cost to the Contractor.

From Rothera Station, the aircraft fly directly to McMurdo Station at Ross Island, Antarctica. A refueling stop is normally provided in West Antarctica (at field camp(s)), or the USAP's South Pole Station, from which the aircraft can refuel either from bulk storage containers or drums. Aircraft redeployment is accomplished in reverse order.

SECTION B - TECHNICAL SPECIFICATIONS

All coordination (including country clearances and fuel) for deployment to and redeployment from McMurdo Station, Antarctica, is the responsibility of the contractor. Contractor must submit Deployment and ReDeployment Schedules for each season (including anticipated dates of flights in and out of Rothera) to NSF **no later than September 1** each year. Upon request, the NSF will assist with international support coordination of redeployment and deployment through the continent of Antarctica.

B1.1.3 Support Sites

B1.1.3.1 Antarctic Sites

Typically, research project personnel camp at or close to their work sites. The required aircraft support for these “camp” projects will involve establishment of a campsite from McMurdo, may involve several camp moves over a period of weeks or months, full or half days of close support, moving rapidly between ground sampling sites, resupply from McMurdo and the de-establishment of the campsite. Some large projects will split their activities between the field locations and McMurdo, where there is a fully-capable scientific laboratory (Crary Lab). These camp projects will require frequent, dependable shuttles of personnel, camp supplies, and research samples between the field and the laboratory or inland stations.

The majority of the work in the field is in the following Antarctic locations: Trans-Antarctic Mountains, Western Antarctica Ice Sheet (WAIS) and glaciers, South Pole Station, the Antarctic Eastern Plateau and various deep field camps. Therefore, it is anticipated that frequently the aircraft and crew will stay overnight at locations other than McMurdo to minimize travel time to and from the work sites. Accommodation at these sites will vary between small tents to semi-permanent structures. Cook and galley facilities may be available. The contractor may have to be self-sufficient at some field locations, i.e., “camping” in austere conditions should be anticipated. Occasionally, high altitude sites must be accessed; some of these sites can experience effective pressure altitudes exceeding 14,000 feet EPA. Hence, contractor should be prepared to acclimatize for several days at lesser EPA camps/stations before proceeding to the higher EPA sites.

The terrain will vary from Ross Island (where McMurdo Station is located), which is dominated by the active 13,000-foot volcano, Mount Erebus, to fast-moving sea-ice in McMurdo Sound, to mountainous terrain of the mostly-glaciated Trans-Antarctic Mountains, the relatively-featureless Ross Ice Shelf to the southeast, and to the Polar Ice Cap, where landing elevations can reach over 11,000 feet MSL and 14,000 feet EPA (e.g., Vostok Station).

B1.1.3.2 Arctic Sites

Each year the Office of Polar Programs (OPP) supports approximately 150 projects throughout the Arctic. About half the projects are in Alaska, but the remainder is spread throughout the Arctic, including the Arctic Ocean. Light Utility aircraft are used occasionally in Alaska, but more often in Nunavut, Canada, with springtime operations in the Arctic Ocean and in Greenland. The most concentrated effort, normally supported by Light Utility aircraft, is in support of ocean sampling sites in a broad region between the Canadian Forces Station Alert and the North Pole. This work occurs for several weeks between March and May of each year and involves transport of science teams and their equipment between sea-ice field sites. In Greenland, the work occurs throughout the year but mostly between May and August, and involves ferrying field teams to and around the Greenland Ice Cap.

B1.1.4 Aircraft Scheduling

B1.1.4.1 Antarctica

Aircraft scheduling will occur in McMurdo Station on a weekly and daily basis. The NSF’s Prime Logistics Contractor coordinates the various research parties’ requirements and writes the aircrafts’ daily schedules. Unless otherwise directed by the Government, the Contractor shall execute the schedules provided by the Prime Contractor. Should there be any disagreement regarding the schedules provided, the matter shall be referred to the NSF Representative (“NSF Rep”) in McMurdo Station for resolution.

B1.1.4.2 Arctic Polar Regions

Aircraft may be scheduled in locally, from an off-site location, or as otherwise directed by NSF on a weekly and daily basis. The NSF has contracted with an Arctic Prime Logistics Contractor, to coordinate the various parties’ requirements and prepare aircraft schedules. Services ordered under this contract must be ordered via Task Order to this contract. Services ordered directly by the Arctic Prime Logistics Contractor are not ordered under and will not be paid through this contract. However, should an order be placed under this contract to support Arctic operations, the Arctic Prime Logistics Contractor

SECTION B - TECHNICAL SPECIFICATIONS

may be involved with the coordination and scheduling of aircraft operations. Should there be any disagreement regarding the schedules provided, the matter shall be referred to the appropriate Government personnel for resolution.

B1.1.5 Cargo Preparation

B1.1.5.1 Antarctica

The NSF has contracted with its Prime Logistics Contractor to prepare large and/or heavy cargo for transport on the contract aircraft. However, the fixed-wing aviation contractor is expected to load light cargo. In some cases, no trained personnel will be available at remote locations to prepare cargo. In these instances, the aviation contractor will provide direction to personnel at that location, who will prepare the cargo accordingly.

B1.1.5.2 Arctic Polar Regions

The Contractor will provide direction to personnel on location who will prepare the cargo accordingly.

B1.2 Certification

B1.2.1 Responsibility of the Contractor

The Contractor is responsible for and shall comply with all laws and regulations, and otherwise have or obtain all needed licenses, permits, and certifications, including, but not limited to, those necessary for the carriage of persons or property for hire within the United States, Canada, and Greenland. Likewise, the Contractor is also responsible for obtaining all country clearances necessary to deploy its airplanes to Antarctica.

B1.2.2 Minimum Certification Requirement

The Contractor must maintain certification for the carriage of persons and property for hire by the United States or other foreign country for the duration of this contract. For the purpose of describing certification under this contract, the United States Department of Transportation, Federal Aviation Administration (FAA), and its 14 CFR regulations shall be used as a baseline for all determinations. In the event that the contractor is certified by another country's commercial aviation regulations, the contractor shall prove to the Contracting Officer's (CO's) satisfaction that the intent of the Federal Aviation Regulations has been met. (For the purpose of this section only, the acronym "FAR" means Federal Aviation Regulation -- 14 CFR. All other references to "FAR" shall mean Federal Acquisition Regulation -- 48 CFR Chapter 1). Where a higher standard exists in the contractor's country's aviation regulations or is required by certification by that country, the Contractor shall comply with the higher standard unless authorized in writing by the CO.

NOTE

All references to 14 CFR or to the Federal Aviation Administration (FAA) shall be construed to mean: "or foreign equivalency. "

B1.2.3 Operating Certificate(s)

The Contractor shall hold a current FAA Air Carrier Certificate. Furthermore, the Contractor's Operations Specifications shall authorize operation of the category and class of aircraft, the number of passengers or carriage of cargo offered, and conditions of flight required under this contract, which include conduct of flight operations under both visual flight rules (day and night) and instrument flight rules.

B1.2.4 Aircraft

Aircraft used on this contract will be operated and maintained under the provisions of 14 CFR Part 135 or 121 as appropriate. These aircraft shall be identified as required by 14 CFR Part 121.135(7) or Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate. The aircraft offered for this contract shall have a Standard Airworthiness Certificate.

NOTE

The installation of any equipment required by this contract must be FAA approved.

SECTION B - TECHNICAL SPECIFICATIONS

B1.2.5 Passenger Carriage

Aircraft shall be fully equipped to carry the number of passengers offered in accordance with the standards of 14 CFR Part 121 or 135, as appropriate.

B2 OPERATIONS

B2.1 Flight Operations

Notwithstanding any public aircraft status, the Contractor shall operate in accordance with their approved FAA Operating Specifications and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification. Some exceptions are specified below:

B2.1.1 In Antarctica, transportation of hazardous materials or dangerous goods shall be performed in accordance with the company's air operator certificate. It is the aviation contractor's responsibility to ensure that each employee that may transport hazardous materials attends their FAA-approved hazardous materials program certification training.

B2.1.2 The long-range fuel tanks used for deployment, redeployment, and extended flights take from are exempted from certification requirements of 14 CFR.

B2.1.3 Low-level flight (below 500 feet AGL) may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 will be adhered to at all times.

NOTE

Fly-by's are strictly prohibited under this contract.

B2.1.4 On all missions, the aircraft shall have a two-pilot crew consisting of a pilot-in-command (PIC or Captain) and a second-in-command (SIC or First Officer).

B2.1.4.1 On all missions, prior to flight, the contractor shall designate in writing one PIC as the aircraft's Mission Commander.

B2.1.4.2 Both pilots shall be at their designated flight positions during all takeoffs, landings, instrument flight rules (IFR), low-level (below 500'), and any inherently-risky evolutions.

B2.2 PIC Authority and Responsibilities

B2.2.1 The PIC is responsible for the safe operation of the aircraft and the safety of its occupants and cargo. The PIC shall comply with the directions of the Government, except, when in his judgment, such compliance will be a violation of applicable Federal or State regulations or contracting provisions. The PIC shall refuse any flight or landing which the pilot considers hazardous or unsafe. The Contractor's on-site Station Supervisor shall report such refusal to the NSF Rep or the AMD on-site project inspector if the NSF Rep is unavailable..

B2.2.2 The PIC shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his authorized representative(s).

NOTE

No passengers shall be permitted to ride in the cockpit area of the aircraft.

B2.2.3 The PIC is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft manufacturer's limitations.

B2.2.4 Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR 135. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location/use of the following:

- a. Emergency locator transmitter
- b. First aid/survival kits

SECTION B - TECHNICAL SPECIFICATIONS

- c. Personal protective equipment to include survival bags, suits, life vests and rafts for over-water evolutions
- d. Emergency Exits
- e. Fire extinguishers

B2.2.5 Pilots assigned to primary duty as pilot may function as a mechanic when the aircraft is not available due to maintenance provided the following requirements are met:

B2.2.5.1 The pilot holds a valid FAA mechanic certificate with airframe or power plant ratings as appropriate and meets the currency requirements of 14 CFR 65.83.

B2.2.5.2 The pilot's duty limitations shall apply when the pilot is functioning as a mechanic.

B2.2.5.3 The pilot shall not accomplish scheduled maintenance and inspections, other than daily inspections.

B2.2.6 The PIC is responsible for ensuring that any aircraft functional discrepancy is promptly reported and corrected, and that the aircraft is inspected and maintained in accordance with the contractor's operating certificate.

B2.2.7 The contractor may substitute aircraft or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with paragraph C3. Substitutions shall be requested from the NSF or its designated representative 7days in advance.

B2.2.8 Day, night and IFR flights may be required by this contract.

B2.3 Personal Protective Equipment

The following items will be furnished by the contractor, and inspected for condition at the start of the contract.

B2.3.1 P shall at all times, have available for use, the items identified at Exhibit 1 unless otherwise directed by the Government. Contractor personnel shall wear the items identified in Exhibit 1 as conditions warrant and shall ensure that they are adequately dressed for the current conditions.

B2.3.2 Overwater flights and extended overwater flights shall comply with 14 CFR 135.167. The contractor shall furnish the equipment required by 14 CFR 135.167.

B2.3.2.1 For overwater flights the contractor shall furnish six (6) "Fitz Wright" dry flight survival suits, or equal, for use by the Government (not including the contractor's PIC/SIC requirement). Sizes shall be one small, one medium, three extra large, and one XXXL (U.S. sizes).

B2.3.2.2 Life preservers, required for overwater flights, must meet TSO C13d or equivalent, with approved water-activated lights. The life preservers shall be readily available and accessible to each occupant in the aircraft.

B2.3.2.3 For flights over water the contractor shall furnish a life raft(s) rated for the total number of occupants (not overloaded). The raft(s) shall meet TSO C-70 Type II standards and shall provide a full canopy system. The raft(s) location shall be readily accessible for deployment from the main cabin door.

B3 PERSONNEL REQUIREMENTS

[New sub-topics to incorporate:

- TRAINING: FSTP training, required within 6 weeks of arrival. Done below
- TRAINING: Try to pair non-completed FSTP-trained crew member with a crew member that has
- MEDICAL: Flight surgeon remove from duty/return to duty requirement see below
- DUTY: Crew expectations re: general labor] Done below

B3.1 Pilot Requirements

B3.1.1 All pilots shall have at least an FAA Commercial Pilot Certificate with instrument rating and appropriate category and class ratings.

B3.1.2 All pilots shall hold at least a current Second-Class Medical Certificate issued under provisions of 14 CFR 67.

SECTION B - TECHNICAL SPECIFICATIONS

B3.1.3 PICs shall provide evidence of satisfactorily passing an FAA Competency (14 CFR 135.293) and Instrument Proficiency Check (14 CFR 135.297) in the make and model offered for this contract. This flight check must be valid for the contract Exclusive Use period.

B3.1.4 All pilot flying hours shall be verified from a certified pilot log. Further verification of flying hours may be required at the discretion of the CO.

B3.1.5 Each PIC shall, at the discretion of the Contracting Officer's Technical Representative (COTR), pass a Department of Interior (DOI) Agency Flight Evaluation in make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B3.1.5.1 Services provided under this contract require DOI Special Use Flight Activities as identified below. Pilots must have satisfactorily completed an agency Initial and/or Periodic Flight Evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

- Low-level Flight (within 500' of the surface)
- Off Airport Landings
- Ski Operations

B3.1.6 PICs shall display evidence of experience in using all equipment specifically identified in Section C for performance of contract work (HF radio, global positioning system [GPS], AFF, etc.). This includes programming of the GPS to get equipment-compatible GPS data output to the DB-9 data port. Pilots may be required to demonstrate proficiency during the agency evaluation flight. Pilots may use an abbreviated checklist in the performance of this evaluation.

B3.1.6.1 Pilots shall demonstrate their ability to perform the following functions with the required GPS, and other equipment outlined in the avionics section. The pilot may use only an abbreviated checklist in the performance of this evaluation.

B3.1.6.1.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart.

B3.1.6.1.2 Install destination coordinates.

B3.1.6.1.3 Acquire distance/bearing information to a destination.

B3.1.6.1.4 Record as a waypoint, coordinates of various locations while en route to a primary destination.

B3.1.6.1.5 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B3.1.6.1.6 Operate the GPS unit in a transect type (offset) program if required.

B3.1.7 PICs and SICs shall have logged minimum flying time as follows:

Item	Total Time in Hours				Description
	Light		Medium		
	PIC	SIC	PIC	SIC	
1	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="font-size: 4em; color: red;">(b)</div> <div style="font-size: 4em; color: red;">(4)</div> </div>				
2					
3					
4					
5					
6					
7					
8					

SECTION B - TECHNICAL SPECIFICATIONS

9	(b) (4)
10	
11	

B3.1.8 The Contractor shall submit for approval an experience resume for each pilot offered on the contract. The resume shall include names and addresses of past employers, substantiation of related type and typical terrain flying, and must show any and all accidents involving aircraft. The information shall be submitted on form AMD-64A, with supplements if requested (See Section C3.2.1, C11.1 and Section C Exhibits), "Airplane Pilot Qualifications and Approval" no later than **August 15 each year**.

B3.1.9 Pilot's shall perform general labor during the performance of this contract; however, the extent of the general labor shall be at the discretion of the contractor.

B3.2 Flight Crew Members Flight and Duty Limitations

B3.2.1 Flight Limitations

Flight crews shall not exceed the following flight time and crew duty limitations except as permitted by 14 CFR 135.267.

B3.2.1.1 During routine missions, a maximum of ten (10) hours flight time per duty period for two-pilot crews (PIC and SIC). For extended flights, Contractor shall comply with their Air Carrier Certificate and Civil Aviation Authority.

B3.2.1.2 At no time will a pilot exceed the maximum of 50 hours flight time during any consecutive six-day period. At the end of the rest period, a new six-day cycle will begin.

B3.2.1.3 Pilot flight time computations will be in accordance with 14 CFR Part 1.1: Pilot time commences when an aircraft moves under its own power for the purposes of flight and ends when the aircraft comes to rest after landing.

B3.2.1.4 All flight time, regardless of how or where performed (except for personal pleasure flying), will be recorded in the aircraft log and monitored by both the Contractor's Chief Pilot and each flight crew member pursuant to company policy and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military, charter, flight instruction, biennial flight review, flight examinations by FAA designees, or any other flight time of a commercial nature, whether compensated or not.

B3.2.1.5 Pilot's total flying time per quarter, half, and full year shall not exceed the limits established by 14 CFR 135.

B3.2.2 Duty Time

B3.2.2.1 Duty includes flight time, ground duty of any kind, checking weather, and standby or alert status at any job site.

B3.2.2.2 During routine missions, a maximum crew duty period including flight and standby time is 14-hours in any 24-hour period. The Contractor may exceed the 14-hour duty day to perform extended duty, provided the Contractor is authorized in accordance with their Air Carrier Certificate or civil aviation authority.

B3.2.3 Mandatory Rest Period

B3.2.3.1 At least ten (10) consecutive hours of rest shall be required immediately prior to each duty period. (Rest is defined as the time spent between duty periods characterized by inactivity or ease and is free from labor or disturbance).

B3.2.3.2 Pilots shall have two (2) 24-hour periods off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B3.2.3.3 The Government may further restrict daily flight hour limitations. Pilots may also be removed by the CO, or their delegated representative, from duty for fatigue or other causes before reaching their flight hour or duty limitations.

B3.2.4 Medical Release

SECTION B - TECHNICAL SPECIFICATIONS

B3.2.4.1 Flight crews requiring medical attention during their performance in Antarctica shall visit the on call Flight Surgeon / Aviation Medical Examiner (AME) when available to determine their flight status. Once removed from flight status for any medical reason, all flight crews shall be returned to flight status by the onsite AME prior to returning to flight status. When AME's are not available to perform this function, the local medical doctor shall perform this function.

B3.3 Mechanic Requirements

B3.3.1 The mechanic shall be the holder of a valid FAA mechanic certificate with airframe and power plant ratings, must have held the certificate with both ratings for a period of 24 months, and meet the following experience requirements:

<i>C3.3.1.x</i>	<i>Time</i>	<i>Description</i>
1	(b)	(4)
2		
3		

B3.3.2 Mechanic Duty Limitations

Mechanics shall not exceed the following duty time limitations:

B3.3.2.1 Within any 24-hour period, mechanics shall have a minimum of eight (8) consecutive hours off duty immediately prior to the beginning of any duty day. Travel, not local in nature, may be counted as duty time.

B3.3.2.2 Mechanics will have two (2) full days off during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B3.3.2.3 Duty time includes availability and work or alert status at any job site, including time in transport to and from the airfield.

B3.3.3 Availability of Mechanic

A mechanic shall be available at the designated or alternate station(s)/camp(s) during the periods in which the aircraft is operating in the performance of this contract. A mechanic shall be present to service, inspect and repair the aircraft. The mechanic is considered a required crewmember during deployment/redeployment flights.

B3.4 All Contractor Personnel

B3.4.1 All contractor personnel are required to meet the specific training requirements of the NSF as required for operations in Antarctica. The contractor's personnel shall attend this mandatory training at no additional cost to the Government within six (6) weeks of arrival at McMurdo Station. The training will be considered duty time and unavailability shall not be assessed for the time required to meet the NSF training requirements.

B4 AIRCRAFT REQUIREMENTS

B4.1 Condition of Equipment

B4.1.1 Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer. Any non-deferrable system degradation requiring unplanned maintenance, placing the aircraft in a non-airworthy status or when any one item/system identified below does not meet the specified standards listed herein will impact payment of daily availability (DA) in accordance with Section C7.2.1.

SECTION B - TECHNICAL SPECIFICATIONS

B4.1.2 All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion or repairs that hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily-repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B4.1.3 The aircraft interior shall be clean and neat. There shall be no unrepaired tears, rips or other damage in the upholstery or headliner. Broken interior trim with sharp points or edges is not acceptable.

B4.1.4 The exterior finish and paint shall be clean and in good condition. The airplane fuselage shall be painted in high-visibility color differing from the typical white or gray terrain. Upper wing surfaces shall be painted in high-contrast colors that distinguish them from a white snow surface.

B4.1.5 These conditions of equipment concerns are in addition to airworthiness requirements.

B4.2 Equipment Requirements

B4.2.1 Current navigational publications are required for the area(s) of operations, to include VFR sectional aeronautical charts, current IFR charts, and current approach plates and shall be carried on board the airplane at all times.

B4.2.2 A first aid kit containing the items specified at Section C Exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B4.2.3 A flight-crew survival kit containing items specified in Section C Exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B4.2.4 Fire extinguisher(s), required by 14 CFR Part 135, for the purposes of this contract, must be a handheld bottle, minimum 2-B-C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B4.2.5 The Contractor shall provide aircraft ground support equipment and mission essential accessories to operate in areas with minimal support, including at a minimum: ice anchors and tie-down lines for all aircraft, ladders, barrel ramp, fuel pumps, and other cargo loading gear.

B4.2.6 The aircraft shall be equipped with individual lap belts for each occupant and FAA-approved shoulder harness with inertia reel for both front seat positions. Shoulder harness and lap belt shall fasten with metal-to-metal, single-point, quick-release mechanism. Harness and belts are to be fastened during all flight evolutions. See Section C Exhibits, "Unacceptable Lap Belt and Shoulder Harness Conditions."

B4.2.7 Skis

B4.2.7.1 For Arctic operations aircraft shall be equipped with wheel/ski landing gear.

B4.2.7.2 For Antarctic operations aircraft shall be equipped with spring skis.

B4.2.8 Cabin heater with windshield defogger.

B4.2.9 The aircraft shall be equipped in accordance with 14 CFR 135 for IFR and known icing conditions

NOTE

Alcohol windshield de-ice system is NOT acceptable.

B4.2.10 Lights

B4.2.10.1 Two high visibility strobe lights (one above and one below the fuselage) or a wingtip strobe system

B4.2.10.2 The aircraft shall have approved lighting for night operation in accordance with 14 CFR 91 including instrument lights.

B4.2.10.3 The aircraft shall be equipped with a pulse type light system to enhance recognition of the aircraft. A Pulselite model 1220/2410-2 or equal will meet this requirement.

SECTION B - TECHNICAL SPECIFICATIONS

B4.2.11 RESERVED

B4.2.12 RESERVED

B4.2.13 Cargo Provisions

B4.2.13.1 The aircraft shall be equipped with FAA-approved cargo tie-down provisions, cargo straps and cargo tie-downs for cargo operations.

B4.2.13.2 Cargo restraint installation shall secure cargo from shifting, or slipping through or underneath restraint.

B4.2.13.3 Cargo tie-down provisions shall conform to FAA Advisory Circular AC 43.13-2A or other approved data.

B4.2.13.4 Cargo nets and straps shall not be attached to pilot and/or passenger seat structures.

B4.2.14 (b) (4)

B4.2.15 RESERVED

B4.2.16 Oxygen

B4.2.16.1 For (b) (4): Minimum six (6) hour oxygen system for flight crew. Passenger oxygen equipment shall be installed at each seating position. System shall have sufficient capacity for six (6) person hours at 15,000 feet MSL.

B4.2.16.2 For (b) (4): Minimum eight (8) hour oxygen system for flight crew. The oxygen system must be permanently-installed and accessible to the pilot, copilot, and all passenger seats while seated. System shall have sufficient capacity for eight (8) person hours at 15,000 feet MSL.

B4.2.17 Aircraft seats, other than the pilot and copilot, should be foldable or removable to allow for the carrying of cargo.

B5 AVIONICS REQUIREMENTS

B5.1 General

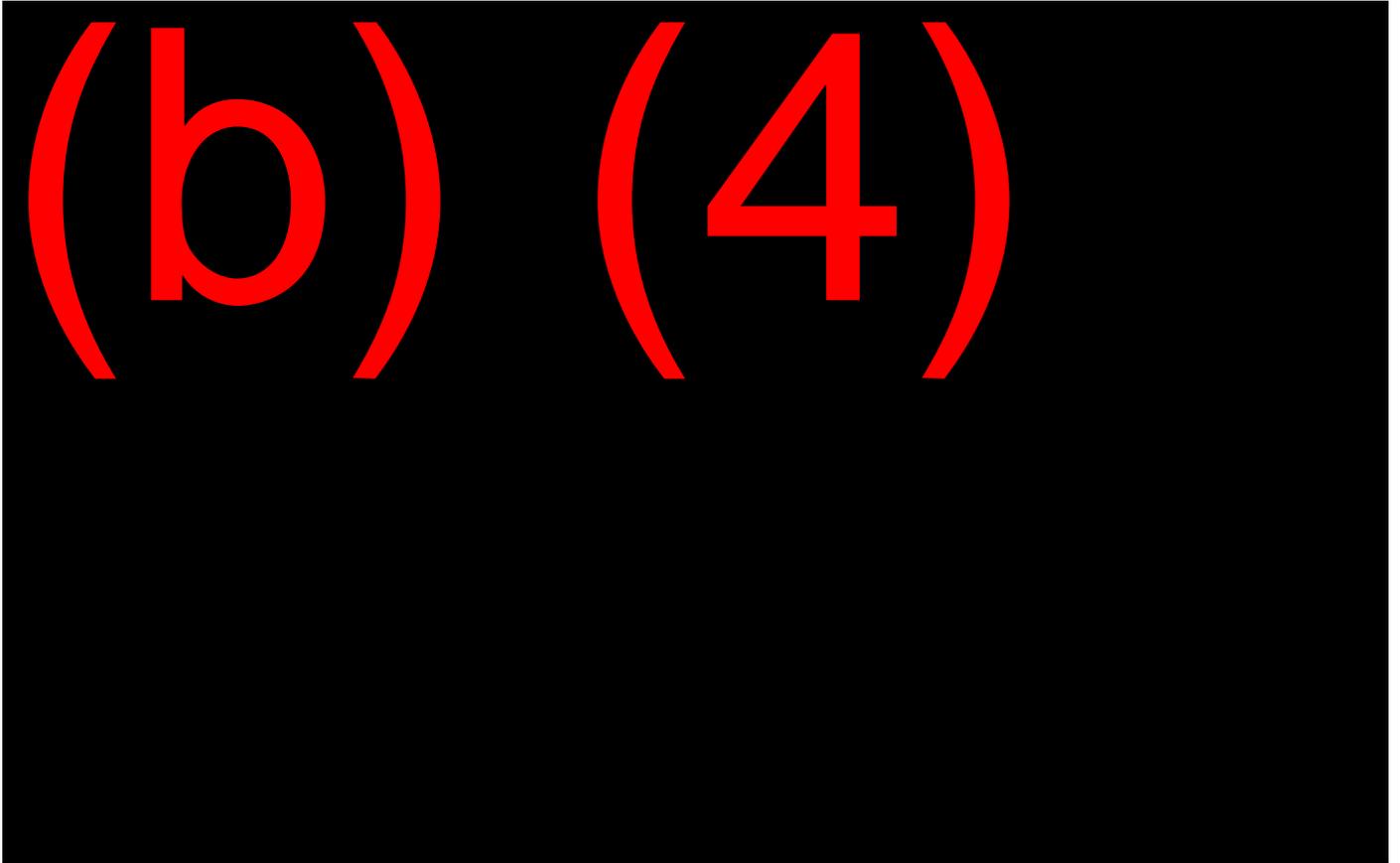
The following systems shall be furnished, installed, and maintained in each aircraft by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B5.6. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards*, as detailed in Section C Exhibits. (Copies also available upon request from DOI NBC Aviation Management Directorate or at <http://amd.nbc.gov/library/handbooks/aots/pdf>).

B5.2 Communications Systems

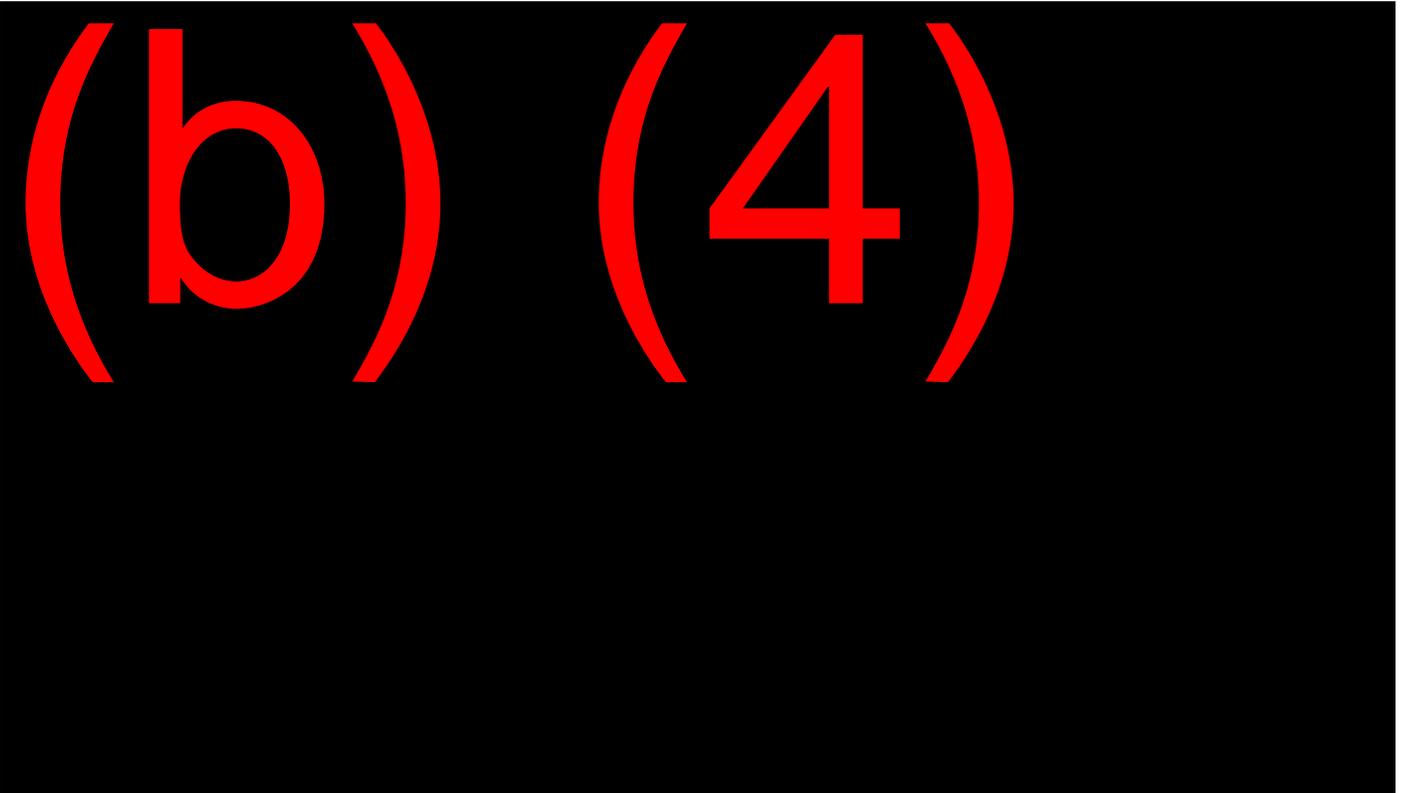
(b) (4)

SECTION B - TECHNICAL SPECIFICATIONS

B5.3 Navigational Systems



B5.4 Audio Systems



SECTION B - TECHNICAL SPECIFICATIONS

(b) (4)

B5.5 Other Avionics

(b) (4)

B5.6 Avionics Installation and Maintenance Standards

(b) (4)

SECTION B - TECHNICAL SPECIFICATIONS

(b) (4)

B5.7 Additional Aircraft-Specific Avionics

(b) (4)

SECTION B - TECHNICAL SPECIFICATIONS

**Subject to change seasonally

(b) (4)

B5.8 Automated Flight-Following

(b) (4)

B6 MAINTENANCE REQUIREMENTS

B6.1 General

The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable portions of 14 CFR.

B6.2 Maintenance

B6.2.1 Aircraft shall be maintained in accordance with the Contractor's 14 CFR Part 135 certificate.

SECTION B - TECHNICAL SPECIFICATIONS

B6.2.2 All maintenance, including inspection, rebuilding, alteration, and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B6.2.3 Field Maintenance: The Contractor's maintenance organization shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.

B6.2.4 50-Hour Inspection: A mechanic meeting the contract qualifications shall inspect the aircraft each 50 hours of flight. The 50-hour inspection shall be accomplished in accordance with the procedures outlined in the Contractor's approved/accepted maintenance program or, if not covered by the maintenance program, it shall include, but not be limited to, the following: lubrications, if applicable, and a thorough visual inspection of power plant, control systems, and airframe instruments. A record of this inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR Part 43.9. Such entry shall also include the aircraft time in service.

B6.3 Preventive Maintenance

B6.3.1 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with 14 CFR Part 43.3(h). All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B6.3.2 Routine maintenance shall be performed before or after the daily use or as approved by the CO or designated representative.

B6.4 Post Maintenance Check Flight

B6.4.1 Check Flight: A functional maintenance check flight shall be performed, at the Contractor's expense, following installation, overhaul, major repair, major inspection or removal/replacement of any engine, power train, propeller system, or flight control rigging or system. This shall be accomplished before the aircraft resumes service under the contract. The pilot shall enter the result of this check flight in the aircraft records.

B6.4.2 The Contractor shall immediately notify the CO or designated representative of any change to any engine, power train, flight control, propeller, or major airframe component, or of any major repair following an incident or accident, including the circumstances involved.

B6.5 Time Between Overhaul (TBO) and Life-Limited Parts

B6.5.1 All components, including engines and props shall be replaced upon reaching the factory recommended Time Between Overhaul (TBO) or FAA-approved extension. Life-limited Parts (LLP) shall be replaced at the specified time in service hours or cycles. At the time of the initial agency inspection, the aircraft will have a fresh phase inspection and a minimum of 750 hours remaining on the turbine engines until the next "hot section" or major overhaul.

B6.5.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided, (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Contractor operates in accordance with the extension authorization.

B6.5.3 The Contractor shall supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list shall include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B6.6 Airworthiness Directives and Manufacturer's Mandatory Service Bulletins

All applicable FAA Airworthiness Directives (ADs) and required Manufacturer's Mandatory Service Bulletins (MMSBs) shall be complied with prior to the performance of this contract. A list of FAA ADs and required MMSBs on the make and model of aircraft offered shall be made available upon request by the Government. The list will be similar to that in Advisory Circular AC 43-9C. Signature of persons verifying accuracy of the list is required. All applicable ADs and required MMSBs issued during the contract shall be complied with.

B6.7 Weight and Balance

SECTION B - TECHNICAL SPECIFICATIONS

B6.7.1 The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within twenty-four (24) months of the contract's effective date, and following any major repair, major alteration, or change to the equipment list which significantly affects the center of gravity of the aircraft (i.e., per AC-43-13, any piece of equipment weighing more than 1 pound (½ Kg)).

B6.7.2 All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding twenty-four (24) calendar months. The certifying agency may be any accredited weights and measures laboratory.

B6.7.3 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list will include the name and location of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, radios, special mission equipment, etc.) shall also be listed including the name, the weight and arm of each item. Each page of the equipment list must identify the specific aircraft by at least serial number or registration number of the aircraft. Each page of the equipment list will be dated indicating the last date of weighing or computation. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 135.23(b) and 135.185 are acceptable, except where exceeded by this contract.

B6.8 Manuals and Records

B6.8.1 The Contractor shall ensure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, and 91.417).

B6.8.2 A copy of the contract aircraft's current maintenance record, containing, as a minimum, the information required by 14 CFR Part 91.417, shall be kept at the designated base of operations. The Contractor shall have a current set of maintenance / parts manuals that will accompany each aircraft at all times.

B6.8.3 If requested by the Government, a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, shall be furnished to the CO or designated representative. Revisions made during the period of this contract shall be forwarded to the CO.

B6.8.4 Fifteen (15) days before the start date of the contract, all maintenance deficiencies shall be corrected or deferred in accordance with the operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated by the DOI AMD Technical Services Division and the aircraft approved for contract use on a case-by-case basis. The CO or his designated representative shall be supplied with a listing of all deferred discrepancies prior to the start of the Antarctic/Arctic season. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate portions of 14 CFR or the Approved Maintenance Program. Items deferred by use of an FAA-approved minimum equipment list, shall not be mission essential.

B7 FUEL AND SERVICING REQUIREMENTS

B7.1 General

B7.1.1 Antarctica: The Government will supply all aircraft fuel for use by the Contractor in Antarctica. The Contractor shall supply oil and other lubricating fluids and grease. The pilot-in-command (PIC) shall keep careful record of fuel withdrawals by airplane tail number for all remote fuel caches and airfield fuel stations (fuel pit), except at McMurdo Station or South Pole.

B7.1.2 Arctic: The Contractor shall provide and the Government will reimburse the Contractor its actual cost for fuel used in the performance of work in the Arctic.

B7.1.3 All fuel shall be commercial or military grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use; e.g., ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-5, JP-8), ASTM-D-910 or MIL T-910 (Grade 80, 100, or 100LL), or AN8.

B7.1.4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR AIRCRAFT REFUELING. Fueling operations, including storage and handling, shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. The Contractor shall have and apply a fuel quality assurance program – including but not limited to visual inspection for the proper type and grade, that the fuel is clean, bright and free from contamination. The National Fire Protection Association's fuel-handling handbook shall be used as a guide.

SECTION B - TECHNICAL SPECIFICATIONS

NOTE

No passengers shall be on board the aircraft during fueling operations. Smoking is prohibited within 50 feet of the aircraft.

Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B7.2 Fuel Servicing Equipment

B7.2.1 PORTABLE PUMPS: One portable fuel pump, barrel stem, and hoses shall be carried onboard the aircraft at all times for servicing the aircraft from 55-gallon barrels. The filter manufacturer's operating, installation, and service manual shall be followed. At least one spare filter, seals, and other spare components shall be carried with the portable fuel pump.

B7.3 NSF Antarctic Fuel Filtering Systems

B7.3.1 The NSF fuel filtration systems provided in the Antarctic are designed to provide pressures of 200 psi and flow rates of 300 gpm. Normal pressures/flow rates should be expected in the range of 90 psi and 230 gpm, respectively.

B7.3.2 The NSF filtration will meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or MIL-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B7.3.3 The filter vessels will be placarded indicating the filter change date. Spare filters shall be available to allow periodic and emergency filter changes.

B7.3.4 Three-Stage (filter, water separator, monitor) Systems (API 1581 or MIL-F-8901E qualified). Fueling systems utilize a three-stage system such as a Facet Part Number 050970 M2 for 20 gallons per minute pump, or equal. A Facet Part Number 050971-M2 for a 10 gallon per minute pump, or equal. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B7.3.5 Single-Stage System or Three-In-One Filter Canister Systems (IP qualified) utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pumps flow rate (e.g., Velcon VF-61 canister with an ACO-51201K cartridge for 50 to 60 GPM flow rate or ACO-40501SPK for 10 to 15 GPM flow rate).

B8 CONSERVATION OF ANTARCTIC ANIMALS AND PLANTS

B8.1 Definitions

The following definitions apply for the purposes of this section only.

B8.1.1 *Antarctica* means the area south of 60 degrees south latitude.

B8.1.2 *Antarctic Specially Protected Area* means any area designated by the Antarctic Treaty Parties to protect outstanding environmental, scientific, historic, aesthetic, or wilderness values or to protect ongoing or planned scientific research, designated at 45 CFR §670.29. Antarctic Treaty Parties also designate areas where activities are being conducted or may be conducted in the future as an Antarctic Specially Managed Area, to assist in the planning and co-ordination of activities, avoid possible conflicts, improve co-operation between Parties or minimize environmental impacts.

B8.1.3 *Harmful interference* means: (a) flying or landing helicopters or other aircraft in a manner that disturbs concentrations of birds or seals; (b) using vehicles or vessels, including hovercraft and small boats, in a manner that disturbs concentrations of birds or seals; (c) using explosives or firearms in a manner that disturbs concentrations of birds or seals; (d) willfully disturbing breeding or molting birds or concentrations of birds or seals by persons on foot; (e) significantly damaging concentrations of native terrestrial plants by landing aircraft, driving vehicles, or walking on them, or by other means; and (f) any activity that results in the significant adverse modification of habitats of any species or population of native mammal, native bird, native plant, or native invertebrate.

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B8.1.4 *Management plan* means a plan to manage the activities and protect the special value or values in an Antarctic Specially Protected Area designated by the United States as such a site in 45 CFR §670.29 or by the Antarctic Treaty Parties in the “Status of Antarctic Specially Protected Area and Antarctic Specially Managed Area Management Plans” Please note that the Antarctic Treaty Parties also designate management plans for Antarctic Specially Managed Areas and Historic Sites and Monuments.

B8.1.5 *Native bird* means any member, at any stage of its life cycle, of any species of the class Aves which is indigenous to Antarctica or occurs there seasonally through natural migrations, designated in 45 CFR §670.20. . It includes any part, product, egg, or offspring of or the dead body or parts thereof but excludes fossils.

B8.1.6 *Native invertebrate* means any terrestrial or freshwater invertebrate, at any stage of its life cycle, which is indigenous to Antarctica. It includes any part thereof but excludes fossils.

B8.1.7 *Native mammal* means any member, at any stage of its life cycle, of any species of the class Mammalia, which is indigenous to Antarctica or occurs there seasonally through natural migrations, that is designated in 45 CFR §670.19. It includes any part, product, or offspring of or the dead body or parts thereof but excludes fossils.

B8.1.8 *Native plant* means any terrestrial or freshwater vegetation, including bryophytes, lichens, fungi, and algae, at any stage of its life cycle which is indigenous to Antarctica that is designated at 45 CFR §670.21. It includes seeds and other propagules or parts of such vegetation but excludes fossils.

B8.1.9 *Protocol* means the Protocol on Environmental Protection to the Antarctic Treaty, signed October 4, 1991, in Madrid, and all annexes thereto, including any future amendments to which the United States is a Party.

B8.1.10 *Take or taking* means to kill, injure, capture, handle, or molest a native mammal or bird, or to remove or damage such quantities of native plants that their local distribution or abundance would be significantly affected or to attempt to engage in such conduct.

B8.1.11 *Treaty* means the Antarctic Treaty signed in Washington, D.C. on December 1, 1959.

B8.2 Prohibited Acts

The Contractor and its personnel are prohibited from committing any of the following acts, unless a permit has been issued pursuant to NSF Regulation. Failure to abide by this section shall result in the removal of the Contractor's personnel from assignment to this contract, and may constitute grounds for a default termination.

B8.2.1 Taking any native mammal or native bird, or native plant.

B8.2.2 Engaging in harmful interference.

B8.2.3 Entry into any Antarctic Specially Protected Area (ASPA) except in accordance with the relevant ASPA Management Plan.

B8.2.4 Possess, sell, offer for sale, deliver, receive, transport, or ship by means any native mammals, plants, or birds. It is unlawful for any person to receive, acquire, transport, offer for sale, sell, purchase, export, import, or have custody, control, or possession of, any native bird, native mammal, or native plant which the person knows, or in the exercise of due care should have known, was taken in violation of the Act.

B8.2.5 Import or export any native mammals, plants, or birds collected in Antarctica to or from the United States and its possessions and jurisdictions, or any third country.

B8.2.6 Introduce any non-indigenous animals or plants into Antarctica.

B8.2.7. Violate regulations or permit conditions that are in violation of the Act.

B8.3 Exceptions

The following acts constitute allowable exceptions to the prohibited acts described in B8.2.

SECTION B - TECHNICAL SPECIFICATIONS

B8.3.1 Acts committed under emergency circumstances to prevent the loss of human life or of ships, aircraft, or other equipment and facilities of high value, or protection of the environment.

B8.3.2 Acts committed to aid or salvage native mammals or birds if such action is necessary to aid a sick, injured, or orphaned specimen; to dispose of a dead specimen; or salvage a dead specimen which may be useful for scientific study.

B8.3.3 Any acts taken per B8.3.1 or B8.3.2 shall be reported immediately to the Director, Office of Polar Programs, National Science Foundation, or an officer or employee so designated by the Director.

B8.3.4 Transport of native birds, mammals or plants, or any non-indigenous animals or plants within Antarctica in the normal course of work, provided a permit has been issued in accordance with 45 CFR Part 670 by the United States or other third country in accordance with the Protocol.

B9 ANTARCTIC WASTE MANAGEMENT

B9.1 Definitions

The following definitions apply for the purposes of this section only.

B9.1.1 *Antarctic hazardous waste* means any waste containing one or more designated pollutants.

B9.1.2 *Antarctica* has the same meaning as stated in C8.1.1.

B9.1.3 *Banned substance* means any polychlorinated biphenyls (PCBs); non-sterile soil; polystyrene beads, plastic chips or similar loose polystyrene packing material; pesticides (other than those required for scientific, medical, or hygiene purposes) or other substances as designated in accordance with 45 CFR §671.14.

B9.1.4 *Designated pollutant* means any substance designated in accordance with 45 CFR §671.14; any pesticide, radioactive substance, or substance consisting of or containing any chemical listed by source, generic or chemical name at 40 CFR 61.01, Table 116.4A of 40 CFR 116.4, subpart D of 40 CFR Part 261, 40 CFR 302.4, part 355, and part 372; and any substance which exhibits a hazardous waste characteristic as defined in subparts B and C of 40 CFR part 261; but shall not include any banned substance.

B9.1.5 *Permit* means a permit issued pursuant to 45 CFR Part 671, Subpart C.

B9.1.6 *Release* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, burying, or disposing of a substance whether intentionally or accidentally.

B9.1.7 *Substance* means any gas, liquid, or solid, or mixture thereof, including biological material.

B9.1.8 *Use* means to use, generate or create a substance, or to import a substance into Antarctica, but does not include the shipboard use of a substance, provided that substance is not released or removed from the vessel.

B9.1.9 *Waste* means any substance that will no longer be used for any useful purpose, but does not include substances to be recycled in Antarctica, or substances to be reused in a manner different than their initial use, provided such substances are stored in a manner that will prevent their dispersal in to the environment, and further provided that they are recycled, reused, or disposed of in accordance with this contract within three years. Recycling includes, but is not limited to, the reuse, further use, reclamation or extraction of a waste through a process or activity that is separate from the process or activity that produced the waste.

B9.2 Prohibited Acts

The Contractor and its personnel are prohibited from committing any of the following acts. Failure to abide by this section shall result in the removal of the Contractor's personnel from assignment to this contract, and may constitute grounds for a default termination.

B9.2.1 Use or release of any banned substance in Antarctica.

SECTION B - TECHNICAL SPECIFICATIONS

B9.2.2 Use or release of any designated pollutant in Antarctica without the prior approval of the Director, Office of Polar Programs, National Science Foundation, or an officer or employee so designated by the Director.

B9.2.3 Use or release of any waste in Antarctic without the prior approval of the Director, Office of Polar Programs, National Science Foundation, or an officer or employee so designated by the Director.

B9.2.4 Violate the terms and conditions of any prior approval granted per C9.2.2 or C9.2.3.

B9.3 Exceptions

The following acts constitute allowable exceptions to the prohibited acts described in C9.2.

B9.3.1 Any use or release of designated pollutants or waste allowed under the Act to Prevent Marine Pollution from Ships (33 U.S.C. 1901 et seq.) as amended, or any shipboard use of banned substances or designated pollutants, provided such substances are not removed from the vessel in Antarctica.

B9.3.2 Acts committed in cases of emergency relating to the safety of human life or of ships, aircraft or other equipment and facilities of high value, or the protection of the environment. Any acts taken per this exception shall be reported immediately to the Director, Office of Polar Programs, National Science Foundation, or an officer or employee so designated by the Director.

B9.4 Prior Approval Requirements

The Contractor shall submit the following information to the Director, Office of Polar Programs, National Science Foundation, or an officer or employee so designated by the Director (dated and signed) when seeking prior approval in accordance with C9.2.2 or C9.2.3. This information shall be submitted at least 120 calendar days prior to the desired effective date of such prior approval.

B9.4.1 The Contractor's name, address, telephone number, and identification of the president, principal officer or managing partner submitting the information.

B9.4.2 A description of the types, expected concentrations and volumes of wastes and designated pollutants to be released in Antarctica; the nature and timing of such releases; arrangements for waste management, including without limitation, plans for waste reduction, minimization, treatment and processing, recycling, storage, transportation and disposal; arrangements for training and educating personnel to comply with these waste management requirements and procedures; and other arrangements for minimizing and monitoring the environmental impacts of proposed operations and activities.

B9.4.3 A description of the types, expected concentrations and volumes of designated pollutants to be used in Antarctica; the nature and timing of such uses; the method of storage of designated pollutants; and a contingency plan for controlling releases in a manner designed to minimize any resulting hazards to health and the environment.

B9.4.4 The desired effective date and duration of such prior approval

B9.4.5 The sufficiency of the information submitted shall be determined by the Director, Office of Polar Programs, National Science Foundation, or an officer or employee so designated by the Director. The Director may waive any request for information, or require such additional information as necessary to the processing and evaluation of the request for prior approval.

B9.5 Waste Disposal

The Contractor shall dispose of all wastes generated in the performance of work under this contract and comply in all respects with the USAP Standard Operating Procedures titled *Solid Waste Standard Operating Procedure* (see Section C Exhibits) and *Hazardous Waste Standard Operating Procedure* (see Section C Exhibits).

B9.6 Permits

The Contractor, at the sole discretion of the Government, may be required to apply for a permit pursuant to 45 CFR Part 671. Pricing, work and delivery requirements shall be specified in accordance with this contract's "Changes" clause.

SECTION B - TECHNICAL SPECIFICATIONS

B10 ANTARCTIC METEORITES

B10.1 Definition

Antarctica has the same meaning as set forth at B8.1.1.

B10.2 Prohibited Acts

The Contractor and its personnel shall not collect nor transport meteorites in Antarctica unless the transportation of meteorites is in support of the USAP, NSF science groups, or Grantee programs that have written authorization to transport meteorites. Failure to abide by this section shall result in the removal of the Contractor's personnel from assignment to this contract, and may constitute grounds for a default termination.

B11 REQUIRED MEETINGS

The Contractor shall be responsible for attending up to three conferences per year at various locations in the contiguous United States at no additional cost to the Government. Each conference will typically last two days exclusive of travel. The Contractor's participation at these conferences is required.

B12 POST AWARD CONFERENCE

Contractor will be required to attend a Post Award meeting after award of the contract. This meeting shall be held at the Contractor's facility and will be to review the contract in detail, discuss operational issues associated with Antarctica, identify Points of Contact, and to answer questions.

B13 PACKAGING AND SHIPPING

Unless otherwise specified, all items shall be packaged and marked in accordance with normal commercial practices. If magnetic media is involved, packaging shall be clearly marked identifying the contents as such and with a warning for protection against exposure to magnetic fields or temperature extremes. For greater detail refer to USAP document "INSTRUCTIONS ON PACKAGING AND SHIPPING 2002-2003" on the USAP web site.

B14 SHIPPING TO McMURDO STATION, ANTARCTICA

Items shipped to McMurdo Station (other than personal items) shall be packaged and shipped in accordance with the USAP publication titled *Instructions on Packaging and Shipping* (see Section C Exhibits).

NOTE

Styrofoam "peanuts" packaging material is prohibited in all packages bound for McMurdo

SECTION C - TERMS AND CONDITIONS

C1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (52.212-4 Jun 2010) [Tailored Sept 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no expense to the government. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor
- (ii) Invoice date and number
- (iii) Contract number, contract line item number and, if applicable, the order number
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered

SECTION C - TERMS AND CONDITIONS

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

(vi) Terms of any discount for prompt payment offered

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by EFT -Central Contractor Registration, or 52.232-34, Payment by EFT-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.

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

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

(i) *Payment*

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions.* The CO will issue a final decision as required by 33.211 if --

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

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

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

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

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

SECTION C - TERMS AND CONDITIONS

- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is FOB origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is FOB destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) *Central Contractor Registration (CCR)*
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any

SECTION C - TERMS AND CONDITIONS

liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible CO a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible CO. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (52.212-5 Jul 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(8) [Reserved]

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- (9) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).
- (12)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2007)(15 U.S.C. 637(d)(4).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14).
- (14)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).
- (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003)of 52.219-23.
- (16) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).
- (19) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).
- (20) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
- (21) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (23) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).
- (32)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (33) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (34) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)
- (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

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

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

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

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

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business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the sub-contractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) [Reserved.]
- (iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);
- (vii) [Reserved]
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 INSPECTIONS / ACCEPTANCE (52.212-4(a)), the following is added:

C3.1 Scheduling Inspections

C 3.1.1 The Contracting Officer's Technical Representative (COTR) will schedule, in writing (email is acceptable), all initial inspections prior to the aircraft's delivery to the Government. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The Contractor may request rescheduling of any inspection; such request must be in writing to the COTR and no later than 20 days prior to the date of the scheduled inspection. The COTR will attempt to accommodate the request, if it does not interfere with other scheduled inspections.

C3.1.2 The inspection will be conducted at the designated base or other location acceptable to the Government at a mutually agreed upon time and date subject to the following: The inspection shall commence not later than 24 days prior to the established date set for deployment, unless a later inspection is mutually agreed upon.

C3.1.3 Location and time of pilot evaluation flights may be the same as established for equipment inspections.

C3.2 Personnel

C3.2.1 The Contractor's Chief Pilot shall submit annually on Form AMD-64A **no later than August 15** each year, and in no case later than 24 days prior to the delivery date, completed pilot (and mechanic, if applicable) information forms for all personnel that may be utilized under the contract. Information from these forms will assist in evaluating the pilot's and mechanic's qualifications. Only those individuals whose experience/credentials comply with Section B3 of this Contract and whose past experience can be verified from log books, employment records, etc. will be considered for use on this contract. It is the Chief Pilot's responsibility to ensure offered personnel meet the contract's requirements. Concurrent with the Form AMD-64 submission, the Chief Pilot shall state in writing to the CO or his designated representative that all offered personnel records have been screened and comply with Section B3 of this contract.

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NOTE

Submission by the Chief Pilot of non-qualified personnel to the government shall negatively impact the Past Performance Evaluation for the year in which the submission was submitted. The Contractor shall be assessed unavailability should the submission of non-qualified personnel cause delays to the approval process that ultimately effect the availability of the aircraft on the start date of the season.

C3.2.2 Pilot flight performance evaluation shall be conducted when determined necessary by the COTR to further verify the pilot's ability to perform on this contract. The aircraft used for this evaluation will be the same make, model, and series as offered for this contract, shall be equipped with dual controls, and shall be provided by the Contractor for the evaluation flight(s) at the Contractor's expense. Location of the evaluation flight(s) may include access to terrain similar to that to be flown during the contract period. The determination as to the ability of the pilot, through an evaluation flight, to successfully meet the requirements of this contract, will rest solely with the Government.

C3.2.3 Upon determination that the proposed personnel meet all contract requirements, an Aviation Management Division (AMD) Pilot Qualification Card will be issued. The pilot qualification card shall be in the possession of the pilot and available for inspection at all times during the performance of this contract.

C3.3 Equipment

If the aircraft and supporting equipment meet all requirements of the contract, the COTR will issue an aircraft data card authorizing use of the aircraft. The aircraft data card must be clearly displayed in the aircraft's cockpit at all times during the contract period.

C3.4 Substitute Personnel or Equipment

C3.4.1 Inspection of substitute personnel or equipment shall be requested in writing by the Contractor not later than twenty (20) days prior to deployment to any location unless approved at the initial inspection. The Government will, at no cost to the Contractor, inspect substitute personnel and/or equipment on a basis of one additional inspection per quarter (after the first 60 calendar days).

C3.4.2 Notwithstanding the clause titled *Government-Furnished Office Space, Furnishings and Services*, transportation of substitute aircraft and/or personnel to any location will be at the Contractor's expense. When pilots are exchanged or replaced after the initial pilot approval, any training or familiarization flight time, up to three hours for each replacement pilot as deemed necessary by the Government, shall be accomplished at the Contractor's expense.

C3.5 Inspection Expenses

C3.5.1 The Contractor shall be responsible for all costs incurred per the following:

C3.5.1.1 Re-inspection of personnel or equipment that did not comply with contract specifications upon initial inspection.

C3.5.1.2 Inspection of substitute personnel or equipment, except as otherwise provided herein.

C3.5.2 Costs may include, but are not limited to, inspector(s) time, transportation, and subsistence computed as follows:

C3.5.2.1 Inspector time at \$75.00 per hour per inspector, for all re-inspection hours including travel time from Boise, Idaho.

C3.5.2.2 Transportation and Subsistence. Actual cost for required personnel.

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C3.5.3 Re-inspection costs may be deducted from payments due the Contractor.

C4 DESIGNATED BASES

C4.1.1 All equipment, facilities, and personnel required under this contract shall be delivered (report) to, and shall be removed (released) from McMurdo Station, Antarctica.

C4.1.2 Aircraft may be required to operate from bases other than those stipulated in the Schedule of Items at the discretion of the Government. Additional allowances specified elsewhere in Section C32 may apply under such circumstances.

C5 EXCLUSIVE USE PERIOD

C5.1 Aircraft furnished under this contract shall be subject to the exclusive use and control of the Government 24 hours per day, seven (7) days per week throughout the exclusive use period and any ordered period of use. The anticipated exclusive use period is set forth in CLINs 1-7. In the event the Government chooses to extend the exclusive use period beyond the anticipated period, payment shall be at the rates set forth in the schedule for additional days of availability.

C5.1.1 Release of aircraft for other use. The contract aircraft are for the exclusive use of the Government 24 hours per day, during the exclusive use period. However, the Government may not use the aircraft each day. At times that the Government may not require the aircraft, the Contractor is encouraged to utilize the aircraft for other uses as long as such use will not adversely impact performance of this contract. Accordingly, the Government will provide the Contractor with advance notice of potential days the aircraft will not be required. The Contractor may request and the Government may agree to release the aircraft for non-Government uses. When released, no payment for availability or flight hours will accrue for the period released.

C5.2 Availability

F5.2.1 Availability is the period of each day that the aircraft, crew, and all equipment are contractually compliant and available for service as scheduled by the Government.

C5.2.1 The Government will establish the availability period that will not exceed the maximum crew duty limitations as set forth below. The Government may order service beyond the basic twelve (12) hours, however, the total availability period will not exceed the maximum crew duty limitations as follows:

Pilots/Co-Pilots: Maximum of 14 hours per day
Mechanic: Maximum of 16 hours per day

C5.3 Schedule of Operations and Reaction Time

The Government will coordinate daily scheduled operations with the Contractor's designated on-ice representative. The Contractor shall provide availability of service, as directed by the Government, at the times specified in the daily flight schedule.

C5.3.1 Should an unscheduled event occur, flight crews shall initiate preflight preparations within 30 minutes of notification of that event.

C5.3.2 During weather delays, crews shall maintain continued communications with Government Representatives until conditions improve and flight resumes, until the conclusion of the duty day, or official release from duty as specified below.

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C5.3.3 Release From Duty. The Contractor's personnel may be released and be considered off duty. Once released, they cannot be required to return to duty status that day. Service shall be recorded as available provided the Government has approved release of the Contractor's personnel in advance.

C5.4 Mechanic Availability

A mechanic shall be available at the base of operations during the periods in which the aircraft is operating in performance of this contract. A mechanic shall be present to service and inspect the aircraft.

C5.4.1 Maintenance During Availability Period

The COTR may approve removal of the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. Approval to remove the aircraft from service shall be wholly discretionary by the Government. Availability shall continue to be measured and paid throughout periods approved for maintenance, PROVIDED:

C5.4.1.1 The Contractor requests permission to remove the aircraft from service well in advance of the maintenance.

C5.4.1.2 The Government, at its discretion, shall have the right to require the Contractor to resume service at any time within the period specified under the schedule of operations.

C5.4.1.3 The aircraft and crew are ready to take off within 60 minutes of any order to resume service.

C6 UNAVAILABILITY, DAMAGES, AND FAILURE TO PERFORM

C6.1 Unavailability

C6.1.1 Services shall be recorded as unavailable whenever the Contractor fails to comply with the requirements specified in this contract. Service will continue as unavailable, throughout the period scheduled above, until the failure is corrected, as determined by the Contracting Officer or their designated representative. .

C6.1.2 Service shall be recorded as unavailable whenever the aircraft is removed from service for use in inspecting pilots under C3. The Contractor shall notify the COR/COTR of the exact date and time the aircraft is requested to be removed from service. Service shall be recorded as unavailable throughout the entire period, including preparation for inspection and return to service.

C6.1.3 The Contractor shall notify the COR/COTR when the service is again available.

C7 MEASUREMENT, PAYMENT AND GUARANTEE

C7.1 Measurement of Daily Availability

Availability of service will be measured and recorded in days for the period service is ordered by the CO or COR and performed by the Contractor in accordance with contract specifications. The daily availability rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service, exclusive of those costs directly attributable to actual flight.

C7.2 Payment for Daily Availability

C7.2.1 Payment will be made for daily availability at the rates set forth in the Schedule of Items except that availability will be reduced for each hour or portion thereof service is listed as unavailable as follows:

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SINGLE CREW: 1/14 per hour not to exceed 14/14 per day
DOUBLE CREW: 1/20 per hour not to exceed 20/20 per day

C7.2.2 The Government will pay for daily availability for each airplane ordered during the exclusive use period from the date that the Contractor is required to deliver the airplane to the delivery point until it is released from service. Payment for daily availability shall not begin if the airplane is not properly prepared, as determined by the COTR.

NOTE

The Government shall notify the Contractor of the required actual aircraft delivery date not later than forty-five (45) calendar days prior to the time the aircraft are required at the delivery point.

ARRIVAL AT DELIVERY POINT: Upon arrival at the required delivery point, the Contractor shall ensure that the flight crews receive two days rest prior to beginning services as ordered. Availability will not be paid for the two days of rest. Contractor will be allocated one paid day of Availability per aircraft ordered for unloading and reconfiguration of the aircraft for Antarctic work upon arrival at the required delivery point.

RETURN TO HOME BASE: The Contractor shall prepare the aircraft for return shipment/redeployment. The Contractor will be permitted one day of availability per aircraft to prepare the aircraft for shipment/redeployment prior to its scheduled release time. The airplane shall be considered unavailable if not properly prepared for return shipment/redeployment as determined by the COTR. In the event the Contractor requests that an aircraft be removed from service in sequence that would exceed the allotted period per aircraft, daily availability payments will be suspended for the excess time.

C7.3 Measurement and Payment for Flight Time

C7.3.1 Flight time shall be defined and reported as the time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight

C7.3.2 Payment will be made at the rates set forth in the Schedule of Items for all flights ordered by the Government and flown by the Contractor.

C7.4 Flights for Contractor's Benefit

Payment will not be made for flights for the benefit of the Contractor, such as maintenance test flights, ferrying to and from maintenance facilities, training or familiarization flights (as described in Section C3.4.2), flights required following an engine change, or transportation of Contractor's support personnel.

C8 GOVERNMENT-FURNISHED PROPERTY

C8.1 Ownership and Control

C8.1.1 The Government will retain full ownership and control of all property furnished by the Government. Government-furnished property not consumed in performance shall be surrendered upon demand (i.e., during performance or end of the exclusive use period).

C8.1.2 The Contractor shall execute receipt of property documents for any property furnished by the Government.

C8.1.3 During the term of the contract, certain Government-owned equipment may be assigned to the Contractor. If the equipment is lost, damaged or totally destroyed as a result of the Contractor's negligence or as a result of any accident, the fair market value of the equipment will be charged to the Contractor and withheld from payments due under this contract.

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C8.2 Government-Furnished Property\Equipment For Use

The Government will provide the following equipment for use by the Contractor while deployed to Antarctica. However, notwithstanding the clause **52.245-01 Government Furnished Property**, the Contractor shall not be responsible for its maintenance. The Government will not provide any equipment for the performance of work in the Arctic Polar Regions.

C8.2.1 Common ground servicing equipment; e.g., ladders, work stands, and other general, non-powered equipment,

C8.2.2 Heated spare parts storage at McMurdo Station and South Pole.

C8.2.3 Fueling equipment (except as otherwise identified herein)

C8.2.4 Heaters (Herman-Nelson)

C8.2.5 Auxiliary Power Units

C8.3 Government-Furnished Property\Equipment For Installation

The Government may provide scientific equipment for installation in the Contractor's airplanes to partially satisfy the requirement set forth at Table B5.7.1.4. If approved by the government, the Contractor may temporarily remove this equipment, however, the Contractor is responsible for all cost associated with removal and reinstallation, as well as re-certifying this equipment prior to its reinstallation. The Contractor is also responsible for maintenance and care of this equipment at all times (even while temporarily removed) as required by the clause **52.245-01 Government Furnished Property**.

C9 GOVERNMENT-FURNISHED OFFICE SPACE, FURNISHINGS AND SERVICES

C9.1 Government-Furnished For Antarctica

The Government will furnish at no cost to the Contractor:

C9.1.1 Deploy/Redeployment Transportation

C9.1.1.1 Air transportation (one time) from Pt. Hueneme, CA to Government sites in Antarctica for replacement and/or other equipment and materials not deployed via the Contractor's aircraft

C9.1.1.2 Either surface or air transportation between Government sites in Antarctica and the Pt. Hueneme, CA for equipment and materials not demobilized by the Contractor's aircraft

C9.1.2 Facilities as necessary for personnel assigned to work under this contract in Antarctica

C9.1.2.1 Office Facilities

C9.1.2.1.1 Office space (including maintenance and housekeeping)

C9.1.2.1.2 Utilities, including telephone service

C9.1.2.1.3 General-purpose office equipment and office furniture

C9.1.2.2 Maintenance Facilities

C9.1.2.3 Lodging

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C9.1.2.3.1 Food and lodging (double occupancy) for the Contractor's personnel while performing work in Antarctica

C9.1.2.4 Services

C9.1.2.4.1 Meteorology

C9.1.2.4.2 Air traffic control

C9.1.2.4.3 Waste disposal and spill clean-up

C9.1.2.4.4 Access to the USAP Medical Clinics

C9.1.2.4.5 Oxygen shall be available to flight crews at South Pole Station upon request, unless not available due to higher priority medical requirements.

C9.1.2.5 Vehicle: the Government shall provide, from a pool of vehicles, a vehicle to be used to transport Contractor staff to and from McMurdo and airfields

C9.1.3 Personal Gear

C9.1.3.1 Extreme cold weather gear for use in Antarctica (other than that required elsewhere by this contract)

C9.1.3.2 Other items required per the USAP Personnel Manual, such as sunglasses and personal toiletry items, are the responsibility of the Contractor.

C9.1.4 Airport facilities: The Government shall provide office space to include work desk, phone, and computer with internet and storage area for reference manuals. Space will be provided for Do Not Freeze (DNF) and hazmat items. Maintenance facilities shall be provided to the Contractor while in McMurdo.

C9.2 Government-Furnished For Arctic

For work in the Arctic, any transportation, facilities, lodging, services or personal gear provided by the Government will be identified on each order; however, the Contractor shall be prepared to provide their own services for Arctic work.

C10 AFTER-OPERATIONS REPORT

The Contractor shall annually prepare and furnish copies of an After-Operations Report, detailing for the period from each March through the following February:

- (a) status of all major events and activities identified in this contract, and other correspondence from the CO;
- (b) a summary of all NSF-approved changes to the contract since the beginning of the contract;
- (c) a concise summary of all work performed during the reporting period, including
 1. flight hours by airplane by day, segregated by location (i.e., Arctic or Antarctic);
 2. days of no flight or partial flight, with explanation as to why (e.g., weather; maintenance; etc)
 3. days detached to other sites (e.g., deployed to CTAM; WAIS; etc), inclusive of data per items 1 and 2 above
 4. and any problems encountered;
- (d) a summary of all unscheduled heavy maintenance performed on aircraft used in the performance of the contract;
- (e) a summary and detail of any and all aircraft Incidents or Mishaps;
- (f) a financial report for the period;
- (g) a cumulative financial report for the contract; and
- (h) future plans and actions required of the Government.

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The After Operations Report shall be submitted to the NSF NLT 1 May following the conclusion of each season.

C11 CONTRACTOR DATA REQUIREMENTS

C11.1 Contractor-Provided Data

The Contractor shall provide the Government the following data at the intervals indicated:

C11.1.x	Description	Interval	Contract Ref	Notes
1	List of installed items required to be overhauled or replaced on a specified time basis	Prior to initial aircraft inspection	B6.5.3	(3)
2	List of FAA ADs and required MMSBs on the make and model of aircraft offered	Upon request	B6.6	(3)
3	Contractor's 14 CFR 135.21 procedures manual	Upon request	B6.8.3	(3)(7)(8)
4	Report concerning allowable exceptions to the prohibited acts described at Section B8.2	W/in five calendar days of event	B8.3.4	(1)
5	Report concerning allowable exception to the prohibited acts described at Section B9.2	W/in five calendar days of event	B9.3.2	(1)
6	Prior approval to use or release designated pollutants in Antarctica	120 calendar days prior to desired approval	B9.4	(1)
7	Prior approval to use or release waste in Antarctica	120 calendar days prior to desired approval	B9.4	(1)
8	Form AMD-64A – <i>Airplane Pilot Qualifications and Approval</i>	Annually; No later than August 15	C3.2.1	(2)(3)
9	After-Operations Report	Annually, NLT 1 May	C10	(5)(6)(11)
10	Copies of reports submitted to the FAA or other civil aviation authorities	Simultaneously with original submission	C17.1	(3)
11	Information needed to complete NTSB Form 6120.1/2	W/in one calendar day of event	C18.3.1	(9)
12	Form AMD-34 or FS 5700-14, <i>SafeCom</i>	W/in five calendar days of event	C18.3.2	(9)
13	Aircraft Use Report - Aviation Management System	Bi-weekly	C20	(1)
14	Security investigation form(s)	W/in seven working days of receipt	C22	(1)
15	Medical and dental examination forms	Upon completion	C23	(10)

Note (1): Submit as described per contract reference.

Note (2): No later than 14 days prior to delivery of airplanes to the delivery point.

Note (3): Submit to the COTR per AMD appointment.

Note (4): Reserved for future use.

Note (5): Submit NLT 1 May, 2011 and annually thereafter.

Note (6): Submit three copies each to the CO. Copies may be electronic.

Note (7): Submit revisions as they are published.

Note (8): Submit to NSF Program Manager.

Note (9): Submit to AMD Aviation Safety Manager (ASM) with copy to NSF/OPP Health and Safety Officer.

Note (10): Submit as described therein.

Note (11): Contractor shall not use, release to others, reproduce, distribute or publish this without the CO's written authorization per the authority of the clause titled *Rights in Data – General*, Paragraph (d)(1).

C11.2 Addresses For Submission

Data shall be submitted as directed to the following addresses:

SECTION C - TERMS AND CONDITIONS

C11.2.1 DOI/AQD Contracting Officer:

Interior Business Center, Acquisitions Services Directorate
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991
ATTN: Michael Willis, Contracting Officer

C11.2.2 OAS Aviation Safety Manager:

National Business Center, Aviation Management Directorate
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991
ATTN: Keith Raley, Aviation Safety Manager

C11.2.3 NSF Program Office:

National Science Foundation
Office of Polar Programs
4201 Wilson Boulevard, Room 755.17
Arlington, VA 22230
ATTN: Michael Scheuermann, Program Manager

C12 FAR CLAUSES INCORPORATED BY REFERENCE

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

52.245-01 GOVERNMENT FURNISHED PROPERTY AUG 2010

52.242-17 GOVERNMENT DELAY OF WORK APR 1984

C13 CONTRACTS

C13.1 One conformed copy of the contract will be furnished to the Contractor.

C13.2 The Contractor shall maintain a copy of the contract and all modifications at its base of operations throughout the contract's term.

C14 AUTHORITY OF GOVERNMENT PERSONNEL

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

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

Mr. Andrew Barry
Office of Aviation Services
300 E. Mallard Dr. Ste 200
Boise, ID 83706

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Phone: (208) 433-5080

Fax: (208) 433-5085

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

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;
- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the CO or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the CO in writing (email is acceptable), with as much detail as possible, when it is perceived the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 2 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the CO's response issued under paragraph (e) of this clause.

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

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

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

C15 CONTRACTOR'S ON-SITE STATION SUPERVISOR

For work performed in Antarctica or other locations designated by the Government, the Contractor shall designate an on-site manager, with full authority to receive instruction and act on the firm's behalf. The Contractor shall provide this designation to the CO no later than 1 October 2011 and/or upon change of delegation. This authority need not include the authority to bind the firm contractually. However, the individual shall have knowledge of the duties and responsibilities of the Government personnel identified herein. This individual shall be a working manager whose collateral duties may involve flying (i.e. currency requirements, replacement of medically down pilot, etc), however not as their primary role and shall be available to manage issues promptly and effectively. In addition, the Contractor shall designate an alternate on-site manager to function in the place of the on-site manager in his/her absence. The on-site manager or his/her alternate shall supervise the execution of the fixed wing flight schedule, be available and off of the daily flight schedule at all times when the Contractor's employees are working in Antarctica. Contractor will arrange for a dedicated On Site Station Supervisor for time periods when more than three (3) Twin Otters and one (1) Basler aircraft are deployed in Antarctica under this contract.

C16 CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the Interior Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract. Furthermore, the Contractor expressly agrees to recognize the jurisdiction and authority of the U.S. National Transportation Safety

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Board, its agents and its employees in the conduct of investigations determined to be necessary by the Board as a consequence providing flight services under this contract.

C17 SAFETY AND ACCIDENT PREVENTION

C17.1 FAA Reporting Requirements

The Contractor shall furnish to the CO a copy of all reports required to be submitted to the FAA by the Federal Aviation Regulations, or other civil aviation authority, in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

C17.1.1 Examples of these reports are paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830, and FAA Form 8010-4, Malfunction or Defect Report.

C17.2 Determination of Compliance

Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap. The Contractor shall fully cooperate with the CO in the fulfillment of this clause.

C17.3 Safety Programs

The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract.

C17.3.1 Examples of such programs are:

- Personnel activities
- Maintenance
- Safety
- Compliance with regulations

C18 MISHAPS

C18.1 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

C18.1.1 *Aircraft Accident* means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage. For purposes of this part, the definition of "aircraft accident" includes "unmanned aircraft accident," as defined herein.

C18.1.2 *Airspace Conflict* means a near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 *Aviation Hazard* means any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 *Fatal Injury* means any injury which results in death within 30 days of the accident.

C18.1.5 *Incident* means an occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

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C18.1.6 *Incident with Potential* means an incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency Aviation Safety Officer (ASO.)

C18.1.7 *Maintenance Deficiency* means an equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C18.1.8 *Operator* means any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

C18.1.9 *SafeCom* means an agency Aviation Safety Communiqué used to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C18.1.10 *Serious Injury* means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; or (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

C18.1.11 *Substantial Damage* means damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairings or cowling, dented skin, small punctured holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered "substantial damage" for the purpose of this part.

C18.2 Mishap Reporting

C18.2.1 The Contractor shall immediately, and by the most expeditious means available, notify the National Transportation Safety Board (NTSB), the civil aviation authority in the country that the aircraft are certificated, the Office of Aircraft Service's Aviation Safety Officer (ASO), and the NSF's Safety and Health Officer (S&HO) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C18.2.2 The ASO and S&HO shall immediately be notified when an "Incident with Potential" occurs.

C18.2.3 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427). The NSF's S&HO, Mr. James Karcher, is available at 1-703-292-7477. Cell is 703-819-0283.

C18.3 Forms Submission

C18.3.1 Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Contractor will provide the ASO with information necessary to complete a NTSB Form 6120.1/2. A copy of this information shall be submitted to the S&HO.

C18.3.2 The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5 days of an event, to submit to the agency ASO a "SafeCom" to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://nbc.amd.gov> is preferred. Blank SafeComs can be obtained from agency ASMs. A copy of this information shall be submitted to the S&HO.

C18.4 Pilot Suspension

C18.4.1 Upon classification of a mishap as an "Aircraft Accident" by the NTSB, a pilot operating under this contract will be suspended by the DOI Investigator in Charge (IIC) from performing pilot duties under this contract and any other activity authorized under the Interagency Pilot Qualification Card issued to the pilot.

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C18.4.2 Upon classification of an incident as an "Incident with Potential" by the AMD ASM, a pilot operating under this contract may be suspended by the DOI IIC from performing pilot duties under this contract and any other activity authorized under the Interagency Pilot Qualification Card issued to the pilot. The AMD ASM may take suspension action if an immediate safety concern is indicated.

C18.4.2 Whenever the pilot is suspended by the DOI IIC, the pilot Qualification Card shall be surrendered to the DOI IIC. Suspension will continue until:

C18.4.3.1 Rescinded by the CO or designated technical representative, or

C18.4.3.2 Revocation action is taken by AMD in accordance with procedures contained in Interior Departmental Manual 351 DM 3. A copy of these procedures is available from AMD upon request.

C18.5 Preservation Requirements

C18.5.1 The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an Aircraft Accident, Incident, or Incident with Potential, until authorized to do so by the CO or other authorized agency representative. Exceptions are when threat to life or property exists; the aircraft is blocking an airport runway, etc. The CO or COTR shall be immediately notified when such actions take place.

C18.5.2 The NTSB's or other civil aviation authorities' release of the wreckage does not constitute a release by the CO.

C18.6 Mishap Investigations

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this contract. Further, the Contractor fully agrees to cooperate with the Government during an investigation. This includes, but is not limited to: (1) making personnel available for interviews by Government investigators; (2) making personnel available for sampling of blood and other bodily fluids for analysis; and (3) making personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the agency available for inspection. Non-compliance is cause for contract termination.

C18.7 Costs Related to Investigation

The Government will be responsible for any costs, including necessary transportation, associated with the disassembly of the aircraft or any of its components deemed necessary by the AMD and/or other Investigators-In-Charge. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C18.8 Rescue and Salvage Responsibilities

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

C19 REPLACEMENT OF PERSONNEL - CONTRACTOR PERSONNEL CONDUCT

C19.1 Contractor Personnel

The Contractor shall be responsible for the furnishing of personnel fully qualified to perform the services as provided for in this contract. As a designated representative of the Contractor, Contractor personnel are expected to perform and act in a professional manner at all times. The Contractor shall be fully responsible for the actions of Contractor employees during the performance term of this contract. NSF has a zero tolerance for fisticuffs or other

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pugilistic actions; such behavior will result in immediate removal of involved personnel from the ice, with concomitant replacement of such personnel at the Contractor's expense.

C19.2 Rules of Conduct

Performance of contract services will involve work and/or residence on Federal and other national Antarctic program facilities. Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all (both Government or non-Government) personnel working or residing on such facilities.

C19.3 Replacement of Personnel

The Contractor's employees are an integral element of the project for which the aircraft was acquired. As a team member, cooperation, within the scope of this contract, is essential to the successful completion of the effort. Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to communal and/or field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, shall be replaced by the Contractor. Pilots who fly recklessly or fail to follow safe operating practices shall be replaced by the Contractor. The Government has sole discretion as to when replacement of Contractor personnel is warranted. When conditions warrant, the Government may request immediate removal of Contractor personnel from performance under the contract. When immediate removal of the Contractor's personnel is required by the Government, the Contractor shall immediately direct the identified personnel to leave the facilities. Failure of the Contractor to fulfill their crew requirements as a result of the removal of personnel from the contract will result in the aircraft being unavailable.

C19.4 Unsatisfactory / Unsafe Performance

The Contractor shall be notified by the CO, or designated representative, of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by his personnel. An opportunity for corrective action may be afforded when the conditions warrant. When directed by the CO, the Contractor shall replace unacceptable personnel in a time period as mutually agreed upon.

C19.5 Determination of Unacceptability

The decision as to unacceptability shall be at the sole discretion of the CO. Failure to replace a Contractor employee based upon the conditions set forth herein, may also constitute a basis for Termination for Cause.

C20 BILLING AND PAYMENT REQUIREMENTS

C20.1 Designated Agency Office and Payment Office

C20.1.1 The office identified in Block 18a of the SF 1449 is the office designated by the contract to issue payments. It is the Contractor's responsibility to submit invoices as identified below.

C20.1.2 The Contractor may submit invoices every two weeks starting the first day services begin. Services provided must be shown on a daily basis.

C20.1.3 Invoicing and the issuance of payments will be accomplished through a DOI Government provided electronic payment system, the Aviation Management System (AMS). The Contractor will be required to enter/confirm electronic data on a web-based application with payment submission on intervals as stated above. The Government will provide advance information concerning the details of the system.

C20.2 Guarantee

It is the Contractor's responsibility to compute and submit a properly detailed "Aircraft Use Report" in the Aviation Management System (AMS) for any guarantee due under the contract.

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C20.3 Improper Invoices

The Contractor will be notified in accordance with the provisions of the Prompt Payment Act if the invoice (Aircraft Use Report in AMS) is not properly completed. If the invoice is determined to be improper, the payment due date will then be computed from the date of receipt by the designated billing office of the properly completed Aircraft Use Report.

C20.4 Disputed Payments

Claims for payment of supplies or services that involve disagreements between the Government and the Contractor about quantity, quality, or Contractor compliance with contract requirements, must be submitted separately and will be processed in accordance with the Disputes clause 52.212-4 (d).

C21 HOLIDAYS AND LEAVE

General administrative or holiday leave (as observed locally) may be granted by the NSF Director, by the Office of Personnel Management, by the Senior U.S. Representative in Antarctica, or other local Government authority due to inclement weather or other compelling reason. Any such leave will also apply to Contractor personnel assigned to work at an NSF site.

C22 PERSONNEL SECURITY REQUIREMENTS

C22.1 NSF Security Requirement

If required by NSF, each position under this contract will be assigned a position sensitivity level based upon the criteria in Chapter IX, National Science Foundation (NSF) Personnel Manual No. 14.

The position sensitivity level will be determined by the NSF personnel Security Officer.

For each position classified as sensitive, the Contractor shall be provided appropriate security investigation forms by the NSF Personnel Security Officer and shall be responsible for furnishing them to the employee occupying, or proposed to occupy, the position under this contract. The employee must complete the forms and deliver them in person within seven (7) days from the date the forms are furnished to the Contractor to:

National Science Foundation
Head, Personnel Processing Services Center
Division of Human Resource Management
Room 315
4201 Wilson Boulevard
Arlington, VA 22230

Failure to return the completed security investigation forms in person within seven (7) working days shall be cause for making a determination that the employee may not perform, or continue to perform, in the case of contracts in effect at the date of issuance of this requirement, in any sensitive capacity under the contract, whether on-site or off-site. The employee may be eligible for reinstatement to the contract if the completed forms are submitted after the seven-day period, at the discretion of the NSF Personnel Security Officer.

Cost for conducting the required personnel investigation will be paid by NSF. Investigations will be conducted in accordance with Office of Personnel Management minimum investigative requirements.

If an investigation report contains information that is deemed significant or derogatory, a determination will be made with regard to the Employee's eligibility to serve in the subject position by the NSF Personnel Security Officer, pending adjudication or other disposition of the case.

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The Contractor is required to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract.

C22.2 Contractor Personnel Security Requirements

C22.2.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C22.2.2 Contractor employees utilized in support of this contract will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. At a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COTR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C22.3 Information Technology Security

C22.3.1 The Contractor is required to take Information Security Awareness Training prior to deployment to Antarctica each year. See Section C Exhibits.

C22.3.2 The Contractor shall comply with all information technology requirements for connecting personal computers to the USAP networks. See Section C Exhibits.

C23 MEDICAL AND DENTAL QUALIFICATION OF CONTRACTOR PERSONNEL

In addition to any other medical or dental requirements established by this contract, persons traveling to Antarctica are subject to medical evaluation to determine whether the individual is physically qualified for deployment to Antarctica (see 45 CFR 675). Medical and dental criteria are enumerated in the Medical Screening Guidelines for the United States Antarctic Program (1998). Deployment of Contractor personnel to Antarctica is contingent upon medical and dental qualification (see Section C Exhibits for USAP medical and dental examination forms).

C24 CONTRACT PERIOD

The contract period will be from date of award through August 31, 2012, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 120 days before the start date. If notice of award is not received at least 120 days in advance of the start date, the exclusive use period will start 120 calendar days after notice of award is received. With the written concurrence of both parties, service may begin prior to that date.

The contract period for option years are as follows:

Year 2: September 1, 2012 through August 31, 2013

Year 3: September 1, 2013 through August 31, 2014

Year 4: September 1, 2014 through August 31, 2015

Year 5: September 1, 2015 through August 31, 2016

C25 OPTION TO EXTEND THE TERM OF THE CONTRACT (48 CFR 52.217-9, Mar 2000)

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(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

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

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (5.5 years).

1

C26 OPTION TO EXTEND SERVICES (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C27 UNILATERAL EXTENSION OF EXCLUSIVE USE PERIOD

The Government may order additional days of service under the contract on a day-to-day basis, either prior to the established starting date or subsequent to the ending date. The contract terms, conditions, specifications and prices will apply to such extension.

C28 AVAILABILITY OF FUNDS

Funds are not presently available for any award term periods earned. The Government's obligation under this contract concerning award term periods earned 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 until funds are made available to the CO for the award term periods and until the Contractor receives notice of such availability, to be confirmed in writing by the CO.

C29 INCREMENTALLY-FUNDED FIXED-PRICE CONTRACT

As identified by the clause titled *Limitation of Government's Obligation*, this is an incrementally funded, fixed-price contract. Upon receipt of the Contractor's notice under paragraph (c) of the clause titled *Limitation of Government's Obligation*, the CO shall promptly provide written notice to the Contractor that the Government is:

- Allotting additional funds in a specified amount for continued performance;
- Terminating the contract; or
- Considering whether to allot additional funds; and (i) the Contractor is entitled to stop work in accordance with paragraph (b) of the clause; and (ii) any costs expended beyond the amount specified in the modification as the limitation of the Government's obligation are incurred at the Contractor's risk.

Should the Government determine that the contract will receive no further funds, the CO shall promptly give notice of the Government's decision and terminate for the convenience of the Government.

C30 LIMITATION OF GOVERNMENT'S OBLIGATION (AUGUST 1993)

(a) All CLINs are incrementally funded. For these item(s), the sum of \$1 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

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- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the CO in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the CO of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

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On execution of contract	\$1
October 15, 2011	\$TBD
October 15, 2012	\$TBD
October 15, 2013	\$TBD
October 15, 2014	\$TBD
October 15, 2015	\$TBD

C31 INSURANCE AND ECONOMIC PRICE ADJUSTMENT

C31.1 AIRCRAFT INSURANCE

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C31.2 ECONOMIC PRICE ADJUSTMENT

(b) (4)

C32 ADDITIONAL PAY ITEMS

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

C32.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base subject to the following:

C32.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or camp accommodations).

C32.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

NOTE: Any invoice that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to re-submit payment for the appropriate FTR specified rate.

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

C32.1.1.2 No lodging receipts are required to support the subsistence claim.

SECTION C - TERMS AND CONDITIONS

C32.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C32.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C32.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: (b) (4)

Lodging: (b) (4)

Total: (b) (4)

HIGH RATE

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/21287>.

C32.1.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C32.1.6 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C32.1.7 Government Miscellaneous Charges

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

C32.3 Airframe Modifications

The contractor shall be reimbursed for the completion of all airframe modifications directed by the Government. All aircraft modifications performed under this contract shall be approved in advance by written modification to the contract.

C33 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (July 2010)

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

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

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

SECTION C - TERMS AND CONDITIONS

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

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

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

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

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

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

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

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

SECTION C - TERMS AND CONDITIONS

C34 IDENTIFICATION OF CONTRACT EXHIBITS AND ATTACHMENTS

These documents are attached in the following Sections and are made a part of this contract, incorporated by reference, and are available at www.amd.nbc.gov or by the following hyperlink:

<https://webapp2.nbc.gov/apps/oassol.nsf/7435d479f4fc9fbe882569ca0071a792/bd2cflb330c314f9872577b100610ff4?OpenDocument>

No	Document	Date	No. of Pages	Section Ref.
1	Pilot's Personal Protective Equipment	None	1	B2.3
2	First Aid Kit and Survival Kit	16 Dec 1997	1	B4.2.2 & B4.2.3
3	Solid Waste SOP 1.0 – Generation and Generator Guidance	1 Oct 2000	14	B9.5
4	Hazardous Waste SOP 1.0 – Generation and Generator Guidance	1 Oct 2000	21	B9.5
5	Instructions on Packaging and Shipping	14 Aug 2002	37	B14
6	USAP Medical and Dental Examination Forms			C23
	a) Medical and Dental Instruction Guide, Long Form	July 2008	2	
	b) "Dear Doctor" Letter	July 2009	2	
	c) NSF Form 1422 – Medical History	April 2002	8	
	d) NSF Form 1423 – Polar Physical Examination – Antarctica	April 2002	2	
	e) NSF Form 1424 – Medical Screening for Blood-borne Pathogens	April 2002	1	
	f) "Dear Dentist" Letter	May 2010	2	
	g) NSF Form 1425 – Polar Dental Examination – Antarctica	April 2002	1	
	h) NSF Form 1421 – Medical Risks for NSF-Sponsored Personnel Traveling to Antarctica	April 2002	1	
	i) Important Notice for Participants in the United States Antarctic Program	May 2000	1	
	j) Medical Examination Records for Service in the Polar Regions	July 2008	1	
	k) NSF Form 1424 – Personal Information	Feb 2005	2	
7	Avionics Operational Test Standards	1 Dec 1998	3	B5.1
8	USAP deployment requirements and Information Security Training and Acknowledgement	<i>Release 3.0 August 6, 2009</i>	1	C22.3.1
9	Computer requirements for connecting to the USAP network	<i>Version 5.0 March 4, 2009</i>	3	C22.3.2
10	Unacceptable Lap Belt Conditions and Shoulder Harness Conditions		1	B4.2.6

SECTION E – OFFEROR REPRESENTATIONS AND CERTIFICATIONS

OFFEROR’S MISCELLANEOUS INFORMATION

Offeror’s Company Name	Kenn Borek Air, Ltd.	
Offeror’s DUNS Number		
Offeror’s Complete E-mail Address	bcroker@borekair.com	
Offeror’s Office Telephone Number	403-291-3300	
Offeror’s Facsimile (FAX) Number		
Offeror Contact Representative(s)	1. Name Brian Crocker	Telephone 403-291-3300
	2. Name John Harmer	Telephone 403-291-3300

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER
0040025207

PAGE OF
1 5

2 CONTRACT NO
D12PC00113

3 AWARD/
EFFECTIVE DATE
09/01/2011

4 ORDER NUMBER

5 SOLICITATION NUMBER

6 SOLICITATION
ISSUE DATE

7 FOR SOLICITATION
INFORMATION CALL

8 NAME
Michael McFarlane

9 TELEPHONE NUMBER (No collect calls)
208-433-5027

10 OFFER DUE DATE/LOCAL TIME

11 ISSUED BY

CODE D41

DOI, National Business Center, AQD
Division 4/ Branch 1
300 East Mallard Drive
Suite 200
Boise ID 83706

12 THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE 100.00% FOR:

SMALL BUSINESS

EMERGING SMALL
BUSINESS

NAICS: 481211

HUBZONE SMALL
BUSINESS

SOLE SOURCE

SIZE STANDARD:
1,500

SERVICE-DISABLED VETERAN-
OWNED SMALL BUSINESS

8(A)

11 DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED

12 DISCOUNT TERMS

SEE SCHEDULE

13a THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b RATING

14 METHOD OF SOLICITATION

RFP

IFB

RFP

15 DELIVER TO

CODE 0008351474

DOI AVIATION MGMT IT SYS DIV
300 E Mallard Dr Ste 200
Boise ID 83706-6648

16 ADMINISTERED BY

CODE D41

DOI, National Business Center, AQD
Suite 200
Division 4/ Branch 1
300 East Mallard Drive
Boise ID 83706

17a CONTRACTOR/
OFFEROR

CODE 0071061255

FACILITY
CODE

BOREK, KENN AIR LTD
Attn: ATTN GOVERNMENT POC
290 MCTAVISH ROAD NE
CALGARY AB T2E 7G5

18a PAYMENT WILL BE MADE BY

CODE D000 INV

Department of the Interior
National Business Center - Denver
Fiscal Services Branch, D2770
7301 W. Mansfield Ave
Denver CO 80235-2230

TELEPHONE NO. 000-000-0000

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW
IS CHECKED SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ANTARCTIC FIXED WING PROGRAM Legacy Doc #: D11PC30340 Delivery: 09/30/2012 Period of Performance: 09/01/2011 to 08/30/2012 ANTARCTIC FIXED WING SUPPORT ITEM 1 (b) (4) Obligated Amount: (b) (4) Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				(b) (4)

25. ACCOUNTING AND APPROPRIATION DATA

See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$2,450,749.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29. AWARD OF CONTRACT REF

OFFER

DATED

YOUR OFFER ON SOLICITATION (BLOCK 5),

INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH

HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

FOR YOUR RECORDS
SIGNATURE & RETURN NOT REQUIRED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Michael McFarlane

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

Michael McFarlane

31c. DATE SIGNED

01/05/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24. AMOUNT
00020	<p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.12NSF664 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Unknown</p> <p>ANTARCTIC FIXED WING SUPPORT</p> <p>ANTARCTIC FIXED WING SUPPORT</p> <p>(b) (4)</p> <p>Obligated Amount: (b) (4)</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.12NSF664 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination</p> <p>Continued ...</p>				(b) (4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
D12PC00113

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR
BOREK, KENN AIR LTD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00030	<p>(b) (4)</p> <p>Obligated Amount: (b) (4)</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWDCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.12NSF664 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination</p>				(b) (4)
00040	<p>(b) (4)</p> <p>Obligated Amount: (b) (4)</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWDCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.12NSF664 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination</p>				(b) (4)
00050	<p>(b) (4)</p> <p>Obligated Amount: (b) (4)</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWDCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.12NSF664 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination</p>				(b) (4)
00060	<p>(b) (4)</p> <p>Obligated Amount: (b) (4)</p> <p>Continued ...</p>				(b) (4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
D12PC00113

PAGE 4 OF 5

NAME OF OFFEROR OR CONTRACTOR
BOREK, KENN AIR LTD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 03 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.1110A152 PR Acct Assign Line: 03 Funded: (b) (4)				
	Accounting Info: 04 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.12NSF664 PR Acct Assign Line: 04 Funded: (b) (4) FOB: Destination				
00070	(b) (4) Obligated Amount: (b) (4)				(b) (4)
	Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.1110A152 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination				
00080	ADDITIONAL CREW Obligated Amount: (b) (4)				(b) (4)
	Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.1110A152 PR Acct Assign Line: 01 Funded: (b) (4) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
D12PC00113

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
BOREK, KENN AIR LTD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00090	FOB: Destination CARGO HANDLER Obligated Amount: (b) (4) Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.1110A152 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination				(b) (4)
00100	CAMERA WINDOWS (SC IN AMS) Obligated Amount: (b) (4) Accounting Info: 01 Account Assignment: K G/L Account: 6100.252L0 Business Area: D000 Commitment Item: 252L00 Cost Center: DS68677000 Functional Area: DWCA0000.IB0000 Fund: XXXD4523WD Fund Center: DS68677000 Project/WBS: DR.NONFT.1110A152 PR Acct Assign Line: 01 Funded: (b) (4) FOB: Destination The total amount of award: \$2,450,749.00. The obligation for this award is shown in box 26.				(b) (4)