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OFFEROR'S COPY

Issuing Office: National Interagency Fire Center USDA/Forest Service, Contracting Owyhee Building, MS 1100 3833 S. Development Ave Boise, ID 83705-5354	This solicitation can be downloaded at https://www.sam.gov. In accordance with the Federal Acquisition Regulation Part 52.203-13, Only vendors who are active in SAM.gov will be eligible for consideration of the award of the resultant contract. **PLEASE PROVIDE YOUR SAM.gov UNIQUE IDENTIFIER NUMBER FROM SAM.gov (ueiSAM Registration Number) WITH YOUR PROPOSAL.**
Offers Are Solicited For: Aviation Engineering Support Services	
Solicitation: 1202SA26R9500	

IMPORTANT – NOTICE TO ALL PROSPECTIVE OFFERORS

This Request for Proposal (RFP) will result in a multi-year 5-year base Firm-Fixed Price multiple award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to provide Aviation Engineering Support Services for US Forest Service owned aircraft. Please review each section in detail to ensure the required documentation is submitted. **Quotes are due on <u>July 1, 2026 @ 1:00 PM Mountain Time</u>; however, offerors are encouraged to submit their quotes as soon as possible but before the due date. No facsimile (FAX) or hard copy mailed offers will be accepted.**

REFERENCE SECTION E.2 - INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS FOR FURTHER INFORMATION:

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

a. SF-1449, block 17a and blocks 30a-30c: Complete, date, and sign;

b. Fill in the appropriate information requested for Section B Schedule of Items.

c. Provide proposal in the format required by Section B.1 of this solicitation.

d. Provide your responses to Sections E.4 Instructions to Offerors.

e. Contact information for an individual with the authority to bind (C.9).

THE PROPOSAL PACKAGE SHALL BE SUBMITTED BY EMAIL ONLY IN THE FOLLOWING FORMAT (note: only attachments come through to the below inbox, information provided in the body of the email does not come through):

TO: Aviation Engineering Support Services by email to: Robert.Pfeil@usda.gov

Email Subject Line: Solicitation 1202SA26R9500 - Company Name - Aviation Engineering Support Services - Submittal Date

Mandatory Document Labeling: Company Name – Aviation Engineering Support Services – Business or Technical – Submittal Date

Offerors may contact Robert Pfeil, Contracting Officer, for information about this solicitation at Robert.Pfeil@usda.gov or (303) 818-2063.

NOTE: Ability to perform under this agreement is not allowable until written approval is received from the Contracting Officer.

This solicitation neither commits the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for preparing the offer, nor to contract for services or supplies. Any cost incurred in anticipation of a contract shall be at the Offeror's own risk.

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

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

PAGE 1 OF 2

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1202SA26R9500

6. SOLICITATION ISSUE DATE: 03/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: ROBERT PFEIL

b. TELEPHONE NUMBER (No collect calls): 720-818-2063

8. OFFER DUE DATE/LOCAL TIME: 04/02/2026 1300 MT

9. ISSUED BY CODE 02SA

INCIDENT PROCUREMENT AVIATION BRANC
3833 S DEVELOPMENT AVE
BOISE ID 83705-5354

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541330

SIZE STANDARD: $25.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
☐

13b. RATING

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

☐ 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
	Provide Aviation Engineering Support for the US Forest Service Period of Performance: 09/01/2026 to 08/31/2031 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) 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.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ROBERT W. PFEIL

31c. DATE SIGNED

SECTION B
SCHEDULE OF ITEMS

B.1 SCHEDULE OF ITEMS

(a) This is a multiple award, multi-year 5-year base, firm-fixed-unit-price, indefinite-delivery/indefinite-quantity (ID/IQ) contract, to provide **Aviation Engineering Support Services** specified herein, and effective for the period stated in the Schedule below. All task orders issued under this contract will also be firm fixed price.

(b) The resultant ID/IQ is contract is between the U.S. Department of Agriculture, Forest Service and the Contractor to provide **Aviation Engineering Support Services** as identified herein that are to support the Forest Service owned aircraft used in support of wildland firefighting.

(c) The supplies and services authorized under this contract contain only those required to be obtained by, or available only from the Contractor who will provide manuals, tools, training, materials, engineering support, parts, and other supplies and services, as applicable as described herein in accordance with the terms and conditions and the offered schedule of items.

(d) The Government may have interagency and cooperative agreements with other Federal and State entities and services and supplies authorized under this contract may be decentralized and procured to support other interagency partners.

B.2 SERVICES REQUESTED

This contract requires professional aerospace, mechanical, and metallurgical engineering services and related work in compliance with the terms, specifications, and provisions of this contract. This includes furnishing labor, equipment, supervision, transportation, ordering supplies, and incidentals.

Under the direction of the USDA Forest Service Fire and Aviation Management Office, and through the issuing of individual task orders, the contractor shall perform: analyses; studies; prepare engineering reports; prepare specifications and plans concerning aviation management; reviews for compliance and approval on aircraft certification in accordance with regulatory requirements (i.e. airworthiness, fatigue and damage tolerance analyses, instructions for continued airworthiness, etc.); aviation safety analyses; maintenance of data. The Contractor shall provide the following services as ordered by the Government:

B.3 TECHNICAL EXAMPLES OF WORK CONTEMPLATED

The following provides additional detail for the items listed in the scope of work. The following descriptions are for informational purposes in defining the scope work and do not constitute orders for actual work.

(a) Aircraft certification / modification – The Forest Service owns several Supplemental Type Certificates (STC), both fixed and rotor wing which require revision and modification at times. There are also cases where a new STC is needed for the Forest Service special mission.

SECTION B
SCHEDULE OF ITEMS

(b) Aging aircraft sustainment - These analyses are used for development of Life Limits and Instructions for Continued Airworthiness (ICA) for Forest Service fleet aircraft. The engineering analyses, ICAs or other documents shall conform to regulatory or other requirements as specified by the Forest Service for special mission roles. Task orders issued under this contract would be additions to this effort for proper stewardship of fleet aircraft.

(c) Aircraft operational loads data – The Forest Service requires the installation of aircraft operational loads monitoring (OLM) systems on airtankers, other fixed wing aircraft and rotorcraft. The Forest Service will collect the data and review the data for anomalies. Task orders under this contract would require analysis of the collected data for accuracy and applicability to fleet monitoring efforts or using this data for fatigue and damage tolerance evaluations.

(d) The Contractor may be tasked to assist in determining compliance in accordance with Forest Service standards for other aircraft related contracts, to provide expertise and technical assistance to the Forest Service's Quality Assurance in the aviation field, and to develop standards for new aircraft platforms to be used in the aerial firefighting role.

(e) Miscellaneous small-scale Engineering Projects – The Forest Service may require the contractor to provide engineering assistance pertaining to aircraft structural repair and modifications.

(f) Support US Forest Service Personnel in the integration or evaluation of retardant delivery systems on large aircraft (in accordance with regulatory requirements) for use in the dispensing of liquids in support of wildfire suppression.

B.4 PERSONNEL REQUIREMENTS

(a) General - The Contractor shall offer personnel that will be available to perform services under this contract. At a minimum, the contractor shall identify a Program Manager who will oversee all aspects of this contract for the contractor, including the designation of individual project managers as appropriate for each task order issued.

(b) Program Manager - At a minimum, the Program Manager shall possess the following experience, education, and certification:

(1) 15 years of experience in aviation structural analysis.

(2) An MS in Mechanical or Aerospace Engineering from an ABET accredited School of Engineering.

(3) A current/valid state-issued professional engineering license in the United States.

SECTION B
SCHEDULE OF ITEMS

(c) Personnel requirements

(1) All personnel assigned to work on this contract shall have at least 10 years of structural analysis experience on aircraft certified by the FAA.

(2) The Contractor shall employ a minimum of one principle person assigned to this contract that has a minimum of 5 years of aircraft structural certification experience with the FAA. The organization shall maintain current Structural FAA Designated Engineering Representative status in the following Part 23 and Part 25 functions:

Delegated Functions	**Authorized Areas**					
	Structural General	Structural Wing	Structural Fuselage	Structural Empennage	Structural Landing Gear	Structural Flight Controls
Static Analysis	**Required**					
Dynamic Analysis	Desired				Desired	
Fatigue Analysis	Desired	Desired	Desired	Desired	Desired	
Design and construction	**Required**					
Service Documents	Desired	Desired	Desired	Desired	Desired	Desired
Damage Tolerance Evaluations	Desired					

(3) A minimum of one principle person assigned to this contract shall have 7 years of experience in Finite Element Modeling. This experience shall include small assemblies and parts, as well as modeling of the wing, fuselage, and empennage of large aircraft.

(4) The Contractor shall have a minimum of one person with 5 years of experience with aircraft structural health monitoring or similar systems.

(5) The Contractor shall be experienced with aircraft structural design.

(6) The Contractor shall be experienced with aerospace manufacturing methods, processes, and tooling related to the manufacture and assembly of structural parts and assemblies.

(7) The contractor shall have a minimum of one year of design or fleet management experience as an engineer with the Shorts SD3-60 Sherpa, de Havilland DHC-6 Twin Otter, de Havilland DHC2 Beaver, Beechcraft King Air,

(8) The contractor shall have a Designated Engineering Representative (DER) on staff that has 10 years of experience working on aircraft used in the aerial firefighting environment.

SECTION B
SCHEDULE OF ITEMS

(9) The contractor shall have a DER on staff that has experience modifying aircraft for camera installations.

B.5 RESPONSE TIMES

(a) The Contractor's Program Manager or Project Manager as designated under this contract must be available to begin assignments upon a 10-day notice.

(b) The Government will issue Statement of Work (SOW) along with a Request for Quote (RFQ) prior to the issuance of a Task Order (TO); the contractor shall submit a cost and schedule quote which shall contain a definitive schedule for completion of the work as well as a firm-fixed price for the work within 10 days from receipt of the SOW unless otherwise noted in the RFQ. The Contracting Officer (CO) shall approve the quote by issuance of a TO after the RFQ has been competed among the awarded contractors.

B.6 TRAVEL

The contractor may be required to travel during the performance of the contract. Work hours related to travel assignments shall be billed as per the Section B schedule. All authorized travel expenses shall be reimbursed in accordance with the current Federal Travel Regulation (41 CFR 300-304). No personal owned aircraft will be an authorized travel option.

SECTION B
SCHEDULE OF ITEMS

B.7 SCHEDULE OF ITEMS

Pricing for engineering support services in support of the US Forest Service fleet aircraft and aviation program.

YEAR 1 September 1, 2026 through August 31, 2027					
CLIN	**Description**	**Quantity**	**Unit of Issue**	**Unit Price**	**Amount**
0001	Engineering Services in accordance with specifications, terms and conditions.	1500	Hours	$	$
YEAR 2 September 1, 2027 through August 31, 2028					
CLIN	**Description**	**Quantity**	**Unit of Issue**	**Unit Price**	**Amount**
0002	Engineering Services in accordance with specifications, terms and conditions.	1500	Hours	$	$
YEAR 3 September 1, 2028 through August 31, 2029					
CLIN	**Description**	**Quantity**	**Unit of Issue**	**Unit Price**	**Amount**
0003	Engineering Services in accordance with specifications, terms and conditions.	1500	Hours	$	$
YEAR 4 September 1, 2029 through August 31, 2030					
CLIN	**Description**	**Quantity**	**Unit of Issue**	**Unit Price**	**Amount**
0004	Engineering Services in accordance with specifications, terms and conditions.	1500	Hours	$	$
YEAR 5 September 1, 2030 through August 31, 2031					
CLIN	**Description**	**Quantity**	**Unit of Issue**	**Unit Price**	**Amount**
0005	Engineering Services in accordance with specifications, terms and conditions.	1500	Hours	$	$

Note: All quantities specified herein are estimates. The Government does not guarantee any orders as a result of this contract.

SECTION C
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCT AND COMMERCIAL SERVICES (NOV 2025)

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

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

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

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

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

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (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

SECTION C
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

SECTION C
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315. Payments are made Net 30.

(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. Payments are made Net 30.

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

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

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

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

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

SECTION C
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

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

Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

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

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

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

(iii) 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.

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

(A) The date fixed under this contract.

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

SECTION C
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

(v) 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.

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

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

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

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

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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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) Reserved. Refer to USDA Memorandum for USDA Contracting Activities RFO-2025-18, Supplement 26-01, dated April 23, 2026.

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

(5) Solicitation provisions if this is a solicitation.

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(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

C.2 ADDENDUM TO FAR 52.212-4 (G) INVOICES

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

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The Contractor must follow the instructions on how to register and submit invoices via the Department of Treasury's Internet Payment Platform (IPP) as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic invoice processing platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm. Please make sure that your company has registered at https://www.ipp.gov/vendors/enrollment- vendors.htm to establish your account. The prompt payment terms are Net 30.

C.3 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses:

https://www.acquisition.gov/browse/index/far (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:
https://www.acquisition.gov/agar (AGAR clauses begin with 452)

Deviations to clauses may be viewed at:
https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-7	System for Award Management - Registration (Deviation)(APR 2026)
52.204-7 Alt 1	System for Award Management - Registration (Deviation)(APR 2026)
52.245-1	Government Property (SEP 2021)

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

(1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
(2) **52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).
(3) **52.203-17**, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

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(4) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(5) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Deviation) (APR 2026) (Pub. L. 111-117, section 743 of Div. C).
(6) **52.209-6**, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation) (APR 2026) (31 U.S.C. 6101 note).
(7) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Deviation) (APR 2026) (41 U.S.C. 2313).
(8) **52.209-10**, Prohibition on Contracting With Inverted Domestic Corporations (Deviation)(APR 2026).
(9) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Deviation) (APR 2026) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(10) **52.219-8**, Utilization of Small Business Concerns (Deviation) (APR 2026)(15 U.S.C. 637(d)(2) and (3)).
(11) **52.219-14**, Limitations on Subcontracting (Deviation)(APR 2026) (15 U.S.C. 657s).
(12) **52.219-33**, Nonmanufacturer Rule (Deviation)(APR 2026) (15 U.S.C. 637(a)(17)).
(13) **52.222-3**, Convict Labor (Deviation)(APR 2026) (E.O.14275).
(14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Deviation)(APR 2026) (E.O. 14275).
(15) **52.222-35**, Equal Opportunity for Veterans (Deviation)(APR 2026) (38 U.S.C. 4212).
(16) **52.222-36**, Equal Opportunity for Workers with Disabilities (Deviation)(APR 2026) (29 U.S.C. 793).
(17) **52.222-37**, Employment Reports on Veterans (Deviation)(APR 2026) (38 U.S.C. 4212).
(18) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Deviation)(APR 2026) (E.O. 14275).
(19) **52.222-48**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. (Deviation)(APR 2026).
(20) **52.222-50**, Combating Trafficking in Persons (Deviation)(APR 2026) (22 U.S.C. chapter 78 and E.O. 13627).
(21) **52.222-90** Addressing DEI Discrimination by Federal Contractors (Deviation) (APR 2026).
(22) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Deviation) (APR 2026) (42 U.S.C. 7671, et seq.).
(23) **52.223-23**, Sustainable Products and Services (Deviation) (APR 2026) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

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(24) **52.225-5**, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(25) **52.226-8**, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 14275).
(26) **52.229-3**, Federal, State, and Local Taxes (FEB 2013).
(27) **52.233-3**, Protest After Award (Deviation) (APR 2026).
(28) **52.233-4**, Applicable Law for Breach of Contract Claim (Deviation) (APR 2026).
(29) **52.240-90**, Security Prohibitions and Exclusions Representations and Certifications (Deviation) (APR 2026).
(30) **52.240-93**, Basic Safeguarding of Covered Contractor Information Systems (Deviation) (APR 2026).
(31) **52.244-6**, Subcontracts for Commercial Products and Commercial Services (Deviation) (APR 2026.

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

(1) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Deviation) (APR 2026).
(2) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Deviation) (APR 2026) (41 U.S.C. chapter 67).
(3) **52.232-33**, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
(4) **52.232-36**, Payment by Third Party (Deviation) (APR 2026) (31 U.S.C. 3332).
(5) **52.232-40**, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023).

(c) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (c) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, 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

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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

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this section, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (d), in a subcontract for commercial products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) **52.203-17**, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) **52.219-8**, Utilization of Small Business Concerns (Deviation) (APR 2026) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) **52.222-35**, Equal Opportunity for Veterans (DEVIATION) (APR 2026) (38 U.S.C. 4212).
(vi) **52.222-36**, Equal Opportunity for Workers with Disabilities (DEVIATION) (APR 2026) (29 U.S.C. 793).
(vii) **52.222-37**, Employment Reports on Veterans (DEVIATION) (APR 2026) (38 U.S.C. 4212).
(viii) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEVIATION)(APR 2026) (E.O. 14275). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(ix) **52.222-50**, Combating Trafficking in Persons ((DEVIATION)(APR 2026) (22 U.S.C. chapter 78 and E.O 13627).

(B)Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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(x) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Deviation)(APR 2026) (41 U.S.C. chapter 67).

(xi)**52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (DEVIATION)(APR 2026) (41 U.S.C. chapter 67).

(xii) **52.232-40**, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

C.4 ORDERING (FAR 52.216-18) (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Task or Delivery Orders by the individuals or activities designated in the Schedule. Such orders may be issued from **September 30, 2026** through **August 31, 2031**.

(b) All Task or Delivery Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task or Delivery Orders and this contract, the contract shall control.

(c) A Task or Delivery Order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the Task or Delivery Order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

C.5 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum guarantee of **$0.00**, but not in excess of **$9,000,000.00** or the aggregate contract award amount, whichever is lower.

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $500,000.00, unless agreed upon between the contractor and Contracting Officer;

(2) Any order for a combination of items in excess of $500,000.00 in any seven-day period, unless agreed upon between the contractor and Contracting Officer.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office and the contracting office identified on Block 9 of the SF1449 within 3 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) call for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.7 INDEFINITE QUANTITY (52.216-22) (Deviation)(APR 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **August 31, 2031**.

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C.8 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (52.216-32) (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Chief, Compliance and Oversight Branch
Sm.fs.pps_cando@usda.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

C.9 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988)

The resultant contracts will be a multi-year 5-year base contract beginning **September 1, 2026 through August 31, 2031**. The effective period of this contract is:

Year 1: September 1, 2026 through August 31, 2027

Year 2: September 1, 2027 through August 31, 2028

Year 3: September 1, 2028 through August 31, 2029

Year 4: September 1, 2029 through August 31, 2030

Year 5: September 1, 2030 through August 31, 2031

C.10 OPTION TO EXTEND SERVICES (FAR 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. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

C.11 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, C

C.12 INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE CONTRACT

Contracting Officers for the Aviation Branch, Incident Procurement Operations of the US Forest Service, or other USDA departments are the only officials and authorized by the Administrating Contracting Officer authorized to place orders under this contract.

Task or Delivery Orders issued under this contract will be issued via SF 1449.

C.13 INVOICES (ADDENDUM) 52.212-4(g) (Deviation)(APR 2026)

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

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

C.14 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

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

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

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 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.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically generated email with detailed login

instructions. Further details, systems requirements, and training information for CPARS are available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for Online 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 60 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, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

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

C.15 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

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

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C.16 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror(s) may be required at the discretion of the Contracting Officer. If required. it will be scheduled within 14 days after the date of contract award. The conference will be held at a location acceptable to both parties.

C.17 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the FAR 52.245-1 Government Property (SEP 2021) clause hereby incorporated into the contract by reference.

US Forest Service Fleet Aircraft and other Property
Miscellaneous engineering data – To be determined at the time of the task order

C.18 TASK ORDERS/DELIVERY ORDERS (TO/DO)

The Government may issue Firm Fixed Price Task or Delivery Orders for services that are priced in the schedule of Items. Items not originally priced in the Schedule of Items will be negotiated with the Contractor prior to the placement of the order. A Statement of Objectives (SOO) or Statement of Work (SOW) will be provided to the Contractor prior to the negotiation of the work.

Task or Delivery Orders for work at the Contractor's facility shall be based on the Contractor's rates as established in Section B.1, Schedule of Items.

Task or Delivery Orders that may require travel shall include projected travel expenses and travel will be paid in accordance with the Federal Travel Regulation (FTR).

C.19 MEASUREMENT AND PAYMENT

(a) Method of Measurement:

All work performed shall be contingent on the issuance of a written Task or Delivery Order and payment will be based on the terms of the contract or the Task or Delivery Order and this contract. The scope, cost, and schedule shall be identified on each individual Task or Delivery Order. Funding shall be provided on each individual Task or Delivery Order, not on the resultant contract.

Task or Delivery Orders for service that is placed on a firm fixed price basis and shall comply with the following:

(a) Parts Markup:

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Parts markup shall apply anytime the Contractor is required to purchase parts for the work completed. All orders for parts that are not specifically part of a fixed price order based on a statement of work, must be approved prior to purchase of the parts. All parts and subcontracted services shall be paid for at a maximum of actual cost plus the percentage bid to cover material handling charges, which should include indirect costs including general and administrative costs allocated to direct material that are not included in any hourly rates or flat rates. Parts Mark Up will be capped at 15% up to a part cost of $10,000.00 with a high end cap of $1,500.00 per subcontract or per part purchased unless approved in advance by the Contracting Officer.

(b) Invoices:

Invoices shall be submitted via the Internet Payment Platform (IPP) (refer to paragraph C-12 above) for the period covered during the invoice pay period unless an alternate schedule is agreed to by both parties. Payment terms are Net 30.

(c) Payment for Travel Expenses:

Reimbursable travel expenses for work performed at non-contractor facilities shall be presented for payment with receipts that document actual airfare costs and lodging (inclusive of taxes) for work performed at locations other than the FS Redmond facility or if the work is within 50 miles of the contractor's facility. If a mechanic is ordered from the Contractor's Repair Station travel will be negotiated at that time. All travel for personnel shall be in accordance with the Federal Travel Regulation (FTR). Meals and incidental expenses are reimbursable at actual cost not to exceed the current standard maximum daily rate as established by the Federal Travel Regulations (FTR). Receipts for related expenses such as parking, rental car, and local transportation must be included with the travel expense invoice in order to be reimbursable. Travel expenses must be authorized in the task order to be allowable. The Government retains the option to provide meals and/or lodging when travel is required. It is the contractor's responsibility to ensure compliance with the Federal Travel Regulation (FTR). A list of localities and maximum per diem rates is available at: http://www.gsa.gov/perdiem.

Task Orders will authorize travel on a case-by-case basis and the Contractor shall not exceed the total funds available for travel as indicted on the order without advanced written approval. No private aircraft are authorized for official Government travel.

C.20 THIRD PARTY AGREEMENTS

The Government reserves the right to provide aircraft, parts and data to third parties under contract to the Government in support of maintenance of the aircraft. The Contractor shall not charge additional cost to provide this data to third parties and the Contractor shall provide the Government with a copy of any agreements that must be signed by third parties under contract to the Government at time of award of this contract. Failure to provide this agreement will forfeit the Contractor's rights to impose future agreement on third parties under contract to the Government to support the aircraft.

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C.21 DUTY-FREE ENTRY (FAR 52.225-8) (OCT 2010)

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

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

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

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

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

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

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if—

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

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(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, US Forest Service Duty-free entry to be claimed pursuant to Item No(s) __TBD with ORDER___ [*from Tariff Schedules*] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to—

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

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

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

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

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

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

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

C.22 DUTY FREE ENTRY ADDENDUM

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

C.23 DATA, IMAGES AND VOICE RECORDINGS

All contractually required data, records, recorded data, images and voice data collected or stored from government computers, radios, sensors, phones, cameras or other audio and image recording devices are the property of the of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

C.24 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

C.25 AGAR 452.204-70 MODIFICATION FOR CONTRACT CLOSEOUT

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) If unobligated funds of more than $1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP

procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

C.26 CANCELLATION UNDER MULTI-YEAR CONTRACTS (FAR 52.217-2)(OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer-

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only-

(1) Costs-

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date-

(1) Of notification of the nonavailability of funds; or

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(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include-

(1) Reasonable nonrecurring costs (see subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include-

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2)Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

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(End of clause)

C.27 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Program Manager

(b) During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

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CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 SECTION D EXHIBITS

(f) Exhibit D-1, Contractor Acceptability From

SECTION D
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EXHIBIT 1 CONTRACTOR ACCEPTABILITY FORM

TECHNICAL DISCIPLINES CHART			
Authorized Areas	**Disciplines**	**Employee Name**	**Years of Experience in Discipline**
Static Analysis	Structural – General		
	Structural – Wing		
	Structural – Fuselage		
	Structural – Empennage		
	Structural – Landing Gear		
	Structural – Flight Controls		
Static Analysis	Structural – General		
	Structural – Wing		
	Structural – Fuselage		
	Structural – Empennage		
	Structural – Landing Gear		
	Structural – Flight Controls		
Dynamic Analysis	Structural – General		
	Structural – Wing		
	Structural – Fuselage		
	Structural – Empennage		
	Structural – Landing Gear		
	Structural – Flight Controls		
Fatigue Analysis	Structural – General		
	Structural – Wing		
	Structural – Fuselage		
	Structural – Empennage		
	Structural – Landing Gear		
	Structural – Flight Controls		
Service Documents	Structural – General		
	Structural – Wing		
	Structural – Fuselage		
	Structural – Empennage		

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	Structural – Landing Gear		
	Structural – Flight Controls		
Damage Tolerance Evaluations	Structural – General		
	Structural – Wing		
	Structural – Fuselage		
	Structural – Empennage		
	Structural – Landing Gear		
	Structural – Flight Controls		
Structural Health Monitoring			
Aerospace Manufacturing Methods			

PROGRAM MANAGER CHART			
Program Manager	Years of Aviation Structural Analysis Experience	Engineering Degree Received From Which College	State Engineering License Number

Please list aircraft type and related experience.

SECTION E
SOLICITATION PROVISIONS

E.1 GENERAL INFORMATION

(a) The services of this Request for Proposal (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Part 13 under the authority of FAR Subpart 13.5.

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

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

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

Contract line item(s): ALL

NAICS Code: 541330

Size Standard: $25.5M

Primary Service Code (PSC): R425

E.3 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

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

Federal Acquisition Regulation (FAR) Provisions:

https://www.acquisition.gov/browse/index/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-7 System for Award Management - Registration (Deviation)(APR 2026)

52.223-1 Biobased Product Certification (Deviation)(APR 2026)

52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (Deviation)(APR 2026)

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E.4 52.212-1 - INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)(APR 2026) (TAILORED)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is **$25.5 million** under NAICS code **541330**, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers*. Submit signed and dated offers to the **email address** specified in this solicitation. Email proposals to robert.pfeil@usda.gov. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17a and 30a, 30b, and 30c completed.

(2) Section B.1 - Schedule of Items with your proposed prices inserted.

(3) Reserved. Refer to USDA Memorandum for USDA Contracting Activities RFO-2025-18, Supplement 26-01, dated April 23, 2026.

(4) Maintenance Authority (as applicable) - Copy of the Offerors FAA 145 Repair Station Certificate, Operations Specifications and or Capabilities List showing the appropriate class or limited ratings authorized for the Shorts SD3-60 Sherpa and any other individual make and model of aircraft, engine, propeller, rotor, appliance, or component part offered to be maintained as identified in Section B.1.

The Government may contact references beyond those identified by the offeror to obtain additional information for use in both the responsibility determination and in further evaluation of the offerors past performance. The Government will focus on information that demonstrated the quality of performance relative to the size and complexity of the procurement under consideration.

(6) Offeror Capability Information - The Offeror shall identify all makes and models identified in Section B.1 to which they have previous experience maintaining and the amount of experience maintaining them. The Offeror may use any format to provide the information requested, provided adequate information is submitted to perform an evaluation of organizational experience.

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(7) Acknowledgment of Solicitation Amendments (if any).

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial products and commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1:00 p.m., Mountain time, for the designated Government office on the date that offers or revisions are due.

(2)

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

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

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

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

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

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

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

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

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to award multiple awards, up to three (3) qualified contractors, contract agreement as a result of this solicitation and to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.

(ii) If the General Services Administration, Department of Agriculture. or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (1)(1)(i) of this provision.

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(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at assisthelp@dla.mil.

The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. The Contractor must comply with FAR 52.204-7, System for Award Management (Deviation)(APR 2026), (Applies to all offers that exceed the micro-purchase threshold and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors at the Contracting Officer's discretion. The Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product, to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

E.5 EVALUATION—COMMERCIAL ITEMS (FAR 52.212-2) (DEVIATION)(APR 2026)(TAILORED)

(a) The Government will award up to 3 contractors, a 5-year, multi-year, multiple award, Firm-Fixed-Unit-Rate Indefinite Delivery/Indefinite Quantity (ID/IQ) contract for Aviation Engineering Support Services resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and will be in the best interest to the Government, where price and other factors are considered. The following factors shall be used to evaluate offers.

(b) The Government will use Competitive Evaluation of Quotations method of quote evaluation and contractor selection process considering technical qualifications (compared to the technical requirements specified in Section B of this solicitation), past performance, and price. The

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Government will evaluate proposals fairly and impartially and select the Contractor(s) proposal that is in the best interest to the Government.

EVALUATION FACTORS/METHOD:

The evaluation will be conducted in accordance with the procedures established herein. The evaluation criteria will apply equally over each of the evaluated areas specified in this section. The evaluation team will assign to each evaluation criterion a final adjective consensus rating of acceptable or not acceptable based on the evaluation of proposals received. The following factors are listed from highest to lowest priorities and will be used to evaluate offers:

1. TECHNICAL: Technical capabilities and conformance to the requirement specified in Section B of this solicitation. Quotes will be evaluated based on how well they conform to the Government's requirements. NOTE: Technical capability evaluation factors, when combined with price, are significantly more important than price alone.

2. PAST PERFORMANCE: Past Performance will evaluate the offeror's current and previous contracts both inside and outside the federal government. CPARS ratings, past performance questionnaire, market research, and Representations and Certifications in SAM.gov, as well as other sources of information can be used to evaluate past performance.

3. PRICE: Price evaluation will be accomplished using the prices provided in Section B of this solicitation to evaluate quotations. The Government will evaluate the evaluated price by multiplying the rate for all items in the Schedule of Items for the base and all option years times the estimated or guaranteed units as appropriate for the Contract Line Items in the schedule of items plus other direct costs as applicable for a price evaluation in order to determine which offer is determined to represent the best value/lowest price to the Government.

(a) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

OFFER ACCEPTABILITY

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following sub factors:

(i) Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

(ii) Technically Acceptable. Offers shall be fully capable of meeting the requirement in B.1 to provide Aviation Engineering Support Services.

(iii) Offers that fail to furnish required representations and certifications, that are not registered in SAM.gov, or other information may be excluded from consideration.

Unacceptable offers will be eliminated without further evaluation.

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

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

(c) Contractor Selection

The Government will select up to three successful Contractor(s) by comparing the acceptable offers on the basis of the evaluation factors identified above. The Government will determine which offer represents the best value to the Government. The Government will award a contract to the offeror(s) that represents the best value/lowest price to the Government.

(d) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

E.6 INQUIRIES (AGAR 452.204-70) (FEB 1988)

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

E.7 AUTHORIZED DEVIATIONS IN PROVISIONS(FAR 52.252-5) (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION E
SOLICITATION PROVISIONS

E.8 Certification and Disclosure Regarding Payments to Influence Certain Federal (FAR 52.203-11 (SEP 2024)

(a) Insert the provision at 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, in solicitations expected to exceed $200,000.

(c) Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed $200,000.

E.9 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-11) (JAN 2017)

E.10 System for Award Management—Registration (FAR 52.204-7) (Deviation) (Apr 2026)

E.11 Offeror Identification (FAR 52.204-90) (Deviation) (Apr 2026)

E.12 Certification Regarding Knowledge of Child Labor for Listed End Products (FAR 52.222-18) (FEB 2021)

E.13 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (FAR 52.222-48) (Deviation) (Apr 2026)

E.14 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (FAR 52.222-52) (Deviation) (Apr 2026)

E.15 Certification Regarding Trafficking in Persons Compliance Plan (FAR 52.222-56) (Deviation) (Apr 2026)

E.16 Tax on Certain Foreign Procurements—Notice and Representation (FAR 52.229-11) (Deviation) (Apr 2026)

E.17 Security Prohibitions and Exclusions Representations and Certifications (FAR 52.240-90) (Deviation) (Apr 2026)