AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	Page of Pages
	1 | 2

2. ~~AMENDMENT~~/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
Master Modification 1	March 12, 2007		

6. ISSUED BY CODE

U.S. Dept. of the Interior
National Business Center
Aviation Management
4405 Lear Court
Anchorage, AK 99502-1032

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)

CODE | FACILITY CODE

(_) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

— 10A. MODIFICATION OF CONTRACT/ORDER NO. 81-ARA-

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment, you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(_) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

✓ D. OTHER (Specify type of modification and authority)
Mutual Agreement

E. **IMPORTANT**: Contractor ☐ is not, ☑ is required to sign and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

This master modification is incorporated into Aircraft Rental Agreement, 81-ARA- , dated 01/06.

a. All references of "OAS" are changed to "AMD", including forms and Exhibits.
b. Replace Section C, Exhibits "A" and "B" in their entirety with attached Exhibits "A" (1 page) (dated 3/07) and "B", (2 pages), dated 3/07.
c. Replace Section A, OAS-AR-10 and OAS-AR-11's in their entirety with the attached AMD-10C and AMD-11C, dated 01/07.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Caroline A. Wallace	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

d. Replace Section D, 52.212-1, INSTRUCTIONS TO OFFERORS/EVALUATIONS, (Jan 2005)(Tailored), with the attached updated 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (1 page)(Sept 2006)(Tailored).
e. Replace Section E, 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAR 2005) with attached 52.212.3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (5 pages)(Sept 2006).
f. All references to AMD Home Web Page shall read http://amd.nbc.gov.
g. Clause C8.4.1.6 is updated to reflect Alaska Standard M&IE is $82.00 and Lodging is $90.00, and Hawaii Standard M&IE is $93.00 and Lodging is $112.00.
h. Delete C8.3.4 and replace with: C8.3.4 **Guarantee Hawaii** (for periods of service in excess of 8 hours). The Vendor will be compensated for standby time through a flight hour guarantee as follows:

EXHIBIT A

Statement of Equivalent Rates for Federal Hires (48 CFR 52.222.42)

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

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

A.

EMPLOYEE CLASS	MONETARY WAGE
Aircraft Pilot, GS-12/3	$28.78 + 25% = $35.98
Aircraft Mechanic, WG-10/2	$26.95
Truck Driver, WG-05/2	$18.74
Mechanic Helper, WG-05/2	$18.74
Electronic Technician (Avionics), GS-11/3	$24.01 + 25% = $30.02

B. Fringe benefits such as life, accident and health insurance, and sick leave, etc., are not less than 5.1 percent of the basic hourly rate.

C. Paid Holidays are:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.

2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.

3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

THE WAGES AND BENEFITS ON THIS PAGE ARE NOT MANDATORY
-FOR INFORMATION ONLY-

EXHIBIT B

This solicitation includes the Department of Labor (DOL) wage determinations specified below. In order that this solicitation may be accessed electronically, the following information has been extracted from the wage determinations listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determinations listed below shall be included in their entirely in any awarded contract resulting from this solicitation.

Wage Determination No. 1995-0222 Rev 20, Dated 05/24/2006

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

Area:	**Hawaii,** Continental U.S., Puerto Rico and Virgin Islands	
Occupation	Airplane Pilot:	Minimum Hourly Wage: $22.81
	First Officer (Co-Pilot)	Minimum Hourly Wage: $20.77

All occupations listed above receive the following benefits:

1. **Health & Welfare:** $3.01 an hour or $120.40 a week or $521.73 a month.

2. **Vacation:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility. (Reg. 29 CFR 4.173)

3. **Holidays:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

4. **Vacation (Hawaii):** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility. (Reg. 29 CFR 4.173)

5. **Health & Welfare:** (Hawaii): $1.32 an hour, $52.80 per week, or $228.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $3.01.

6. **HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling or ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only

applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

6. Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate umber of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

Wage Determination No. 2005-2153 Rev. 4 Dated 12/15/2006

Area:	Hawaii, Statewide	
Occupation	Aircraft Mechanic	Minimum Hourly Wage: $ 26.36
	Aircraft Mechanic Helper	Minimum Hourly Wage: $ 19.03

All occupations listed above receive the following benefits:

1. Health & Welfare: (Hawaii): $1.32 an hour for, $52.80 per week, or $228.80 per month hour, all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $3.01. For information regarding the Hawaii prepaid Health care Act, please contact the Hawaii Employers Council.

2. Vacation: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility. (Reg. 29 CFR 4.173)

3. Holidays: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

4. HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling or ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only

AIRPLANE RENTAL AGREEMENT

U.S. DEPARTMENT OF THE INTERIOR
Aviation Management / Alaska Regional Office
4405 Lear Court
Anchorage, Alaska 99502-1032

Flight Coordination Center (FCC) (907) 271-3935 / 6032 FAX (907) 271-6080

VENDOR NO.: 81-ARA-

Name and Address:

Telephone No.:
After Hour No.:
FAX No.:
Cell No.:
E-Mail:

A1. AIRCRAFT INFORMATION – (This form may be used for multiple airplanes provided the prices and information are the same for each airplane.)

FAA Reg. No.	N		N		N	
	N		N		N	
	N		N		N	

Manufacturer and Model:	Operations for Which Approved:	VFR ☐	IFR ☐
Passenger Seats Insured (exclude pilot):	Single Pilot IFR in Accordance With Part 135 (ME or SE Turbine)	YES ☐	NO ☐
Vendor's Base of Operations:	Additionally Certified Under: Part 121 ☐ 125 ☐ or 141 ☐		

Special Equipment: ☐ Cargo Doors ☐ Long Range Fuel Tank ☐ FM Programmable Radio (☐ Narrow - ☐ Wide Band) ☐ GPS

☐ Intercom ☐ STOL ☐ Amphibious Floats ☐ Floats ☐ Skis ☐ Wheel Skis ☐ Tundra Tires ☐ Camera Port

☐ FLIR ☐ Satellite Communications/Tracking (circle one) Capstone / Iridium ☐ Other _____

A2. RATES – PAYMENT COMPUTED IN ACCORDANCE WITH AIRCRFT RENTAL AGREEMENT

	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT
(1) Rate Per Flight Hour	$	$	$	$

(2) Guarantee in Flight Hours Each Day Averaged Over Period of Use (Refer to clause C8.3.4):	Hours
(3) Additional Amount Per Flight Hour When Copilot is Requested:	$
(4) Per Day Cost For Additional Crew:	$
(5) Standby Rate Per Hour:	$
(6) Vendor's Standby Terms (Refer to clause C8.3.3.1):	
(7) Fuel Cost – Used in Computing Wet Rates Offered Above: $ Per Gallon	Consumption Rate: GPH

(8) The Vendor shall be reimbursed for overnight allowances not to exceed the amounts set forth in the Civilian Personnel Per Diem Bulletin found at http://www.gsa.gov. these rates are subject to change. (Refer to clause C8.4.1)

*** WITHOUT PILOT** - Contact Flight Coordination Center before filling in price. Evidence of hull insurance to cover Government pilots is required. (Refer to clause C3.3)

A3. TERMS AND CONDITIONS – The Vendor agrees to perform services in accordance with the terms and conditions of the Aircraft Rental Agreement, and any applicable supplements, which are attached or incorporated by text. This Agreement is only applicable to transactions conducted through the Department of the Interior, Aviation Management (DOI AM). The Vendor certifies the above listed aircraft are under Part 135/121 and that insurance coverage required under clause C3.1 is in effect.

SIGNATURE OF VENDOR	NAME AND TITLE (Type or Print)	DATE
SIGNATURE OF CONTRACTING OFFICER	NAME AND TITLE (Type or Print)	DATE

HELICOPTER RENTAL AGREEMENT

U. S. DEPARTMENT OF THE INTERIOR
Aviation Management / Alaska Regional Office
4405 Lear Court
Anchorage, Alaska 99502-1032

Flight Coordination Center (FCC) (907) 271-3935 / 6032 FAX: (907) 271-6080

VENDOR NO.: 81-ARA-

Name and Address:

Telephone No.:
After Hour No.:
FAX No.:
Cell No.:
E-Mail:

A1. AIRCRAFT INFORMATION - (This form may be used for multiple helicopters (fleet) provided the prices and information are the same for each helicopter.)

FAA Reg. No.	**N**		**N**		**N**	
	N		**N**		**N**	
	N		**N**		**N**	

Manufacturer and Model:	Operations for Which Approved:	VFR ☐	IFR ☐
Passenger Seats Insured (exclude pilot):	Certified Under Part 133:	YES ☐	NO ☐
Vendor's Base of Operations:	Certified Under Part 137:	YES ☐	NO ☐

Special Equipment: ☐ High Skid Gear ☐ Tundra Pads ☐ Pop-Out Floats ☐ Fixed Floats ☐ Intercom ☐ GPS

☐ FM Programmable Radio (☐ Narrow – ☐ Wide Band) ☐ Water Bucket ☐ Longline Equipped ☐ Heli-Torch Wiring ☐ Litter Kit

☐ Cargo Racks ☐ FLIR ☐ Seeding/Fertilizer Bucket ☐ Aux Fuel System ☐ Other: _____

A2. RATES – PAYMENT COMPUTED IN ACCORDANCE WITH THE AIRCRAFT RENTAL AGREEMENT

	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT
(1) Rate Per Flight Hour:	$	$	$	$

(2) Guarantee in Flight Hours Each Day Averaged Over Period of Use (Subject to clause C8.3.4):	Hours
(3) Additional Amount Per Flight Hour When Copilot is Requested:	$
(4) Per Day Cost For Additional Flight Crew:	$
(5) Standby Rate Per Hour:	$
(6) Vendor's Standby Terms (Refer to clause C8.3.3.1):	
(7) Fuel Cost – Used in Computing Wet Rates Offered Above: $ Per Gallon	Consumption Rate: GPH

(8) The Vendor shall be reimbursed for overnight allowances not to exceed the amounts set forth in the Civilian Personnel Per Diem Bulletin found at http://www.gsa.gov. These rates are subject to change. (Refer to clause C8.4.1)

*** WITHOUT PILOT** Contact Flight Coordination Center before filling in price. Evidence of hull insurance to cover Government pilots is required. (Refer to clause C3.3)

A3. TERMS AND CONDITIONS – The Vendor agrees to perform services in accordance with the terms and conditions of the Aircraft Rental Agreement, and any applicable supplements, which are attached or incorporated by text. This Agreement is only applicable to transactions conducted through the Department of the Interior, Aviation Management (DOI AM). The Vendor certifies the above listed aircraft are under Part 135 and that insurance coverage required under clause C3.1 is in effect.

SIGNATURE OF VENDOR	NAME AND TITLE (Type or Print)	DATE
SIGNATURE OF CONTRACTING OFFICER	**NAME AND TITLE (Type or Print)**	**DATE**

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEPT 2006) [TAILORED]

(a) **Submission of offers**. To be considered for award of an Aircraft Rental Agreement, Vendors must complete and submit the following to our office.

(1) Completed and Signed SF-1449

(2) Signed and dated AMD-10C or 11C (as appropriate)

(3) Section E, Offeror's Representations and Certifications

(4) W-9 Form, Request For Taxpayer Identification Number and Certification

(5) AMD-64A or AMD-64B, Interagency Pilot Qualifications and Approval Record

(6) Evidence of required insurance coverage submitted by your insurance company. Evidence of Hull insurance should be submitted when offering without pilot flight rates

(7) A complete copy of your FAA Operations Specifications (FAA Form 8400-8)

Note: The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees, respectively.

(8) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $25,000, and offers of $25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at *http://www.dnb.com*. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(9) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at *http://www.ccr.gov* or by calling 1-888-227-2423 or 269-961-5757.

(b) **Agreement.** The Government will evaluate offers and if acceptable, establish a sufficient number of agreements to meet bureau anticipated needs at various geographic locations. The vendor's initial offer should contain the best terms and conditions from a price standpoint. Upon acceptance, Vendor pricing will be in effect until March 16, 2008.

(c) **Additional Information.**

(1) The Government reserves the right to award by facsimile. However, if requested to do so by the Contracting Officer, the offeror agrees to promptly submit the originally signed offer.

(2) Offerors may submit a signed SF-1449, pricing on AMD-10/11Cs, and acknowledge modifications by facsimile. Facsimile SF-1449, AMD-10/11Cs and modifications must contain the required signatures.

(3) If the offeror chooses to transmit a facsimile offer or modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile.

(4) Offeror can find appropriate Pdf forms at http://amd.nbc.gov/akro/akflight/fccindex.htm

Revised 3/07 SECTION E – 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision—

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

(1) Means a small business concern—

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

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

Revised 3/07 SECTION E – 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2006)

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) ***Taxpayer Identification Number (TIN).***

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) ***Type of organization.***

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) ***Common parent.***

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

Revised 3/07 SECTION E – 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2006)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. (Not applicable to this solicitation.)

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it □ is, □ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
__ 50 or fewer	__ $1 million or less
__ 51–100	__ $1,000,001–$2 million
__ 101–250	__ $2,000,001–$3.5 million
__ 251–500	__ $3,500,001–$5 million
__ 501–750	__ $5,000,001–$10 million

__ 751–1,000 __ $10,000,001–$17 million
__ Over 1,000 __ Over $17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Not applicable to this solicitation.)

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Not applicable to this solicitation.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (Not applicable to this solicitation.)

(j) Place of manufacture. (Not applicable to this solicitation.)

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Revised 3/07 SECTION E – 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2006)

CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for comply with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the space provided, the DUNS number which identifies the offeror's name and address exactly as stated in the offer: ___ ___ ___ ___ ___ ___ ___ ___ ___

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.
(2) Company address.
(3) Company telephone number
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.dnb.com/us . If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet: customerservice@dnb.com.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form-is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

PAYEE/COMPANY INFORMATION

NAME_____ SSN NO. OR TAXPAYER I D NO_____

ADDRESS_____

CONTACT PERSON NAME_____TELEPHONE NUMBER:_____

FINANCIAL INSTITUTION INFORMATION

NAME:_____

ADDRESS:_____

ACH COORDINATOR NAME:_____TELEPHONE NUMBER:_____

NINE-DIGIT ROUTING TRANSIT NUMBER;DEPOSITOR ACCOUNT TITLE:___ ___ ___ ___ ___ ___ ___ ___ ___

DEPOSITOR ACCOUNT NUMBER:_____LOCKBOX NUMBER:_____

TYPE OF ACCOUNT: CHECKING_____ SAVINGS_____ LOCKBOX_____

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:_____

TELEPHONE NUMBER: (Could be the same as ACH Coordinator)_____