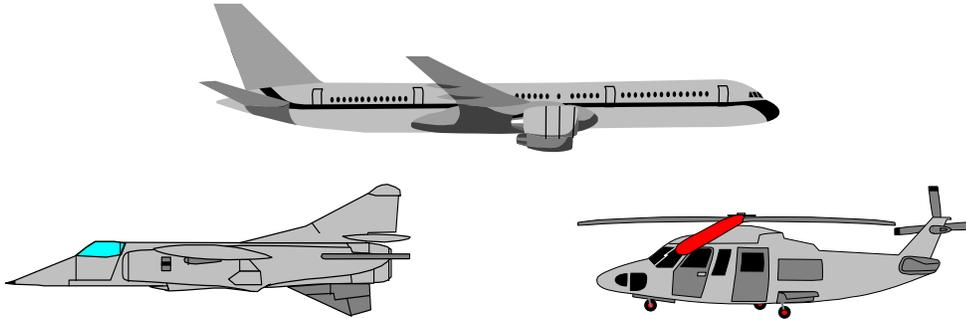


OFFEROR SUBMISSION PACKAGE



OVERSEAS – INTO-PLANE/PURCHASE PROGRAM: 1.2 WEST

SOLICITATION SP0600-09-R-0200



PERIOD OF PERFORMANCE

1 OCTOBER 2009 THROUGH 30 SEPTEMBER 2012

INSTRUCTIONS:

1. The original copy of this Offer Submission Package must be returned to this office as your offer. All documents to be completed and returned are contained in the Offer Submission Package:
 - Standard Form 1449 (SF1449) **MUST** complete Blocks 17(a) and 30 (a) (b) (c).
 - Schedule Clause B15.02 (BASE REFERENCE DATE OF 01 NOVEMBER 2008)
 - All applicable fill-in clauses
 - Offerors **MUST** be registered with Central Contractor Registration (CCR). To obtain details and instructions contact CCR at 1-888-227-2423 or www.ccr.gov.
2. Be sure to check your offer prices for accuracy and legibility prior to submission. Initial all changes, sign and date the SF1449 in ink.
3. If you are submitting your offer via facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package.
4. **By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer**, UNLESS clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-09-1502		PAGE 1 of 27	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-09-R-0200		6. SOLICITATION ISSUE DATE 11/21/2008
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mark Settles /Beverly Brown			b. TELEPHONE NUMBER (no collect calls) (703) 767-8476/767-8472		8. OFFER DUE DATE/LOCALTIME 12/22/08 @ 1:00 PM
9. ISSUED BY: MOBILITY FUELS DIVISION, DIRECT DELIVERY FUELS DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 3821 FORT BELVOIR, VA 22060-6222 PHONE: (703) 767-8476/8472 FAX: (703) 767-8506 CONTRACT SPECIALIST: Mark Settles/Beverly Brown			CODE SP0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS:424720 SIZE STANDARD:500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO: SEE SCHEDULES IN CLAUSE B15.02			CODE	16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR / OFFEROR		CODE	CAGE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE
DUNS:			DEFENSE FINANCE AND ACCOUNTING SERVICES ATTN: DFAS-CVD BBA/CO P. O. BOX 182317 COLUMBUS, OH 43218-6251				
TEL:		FAX:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CLAUSE B15.02 (ATTACH ADDITIONAL SHEETS AS NECESSARY)						
25. ACCOUNTING AND APPROPRIATION DATA 97XXXX4930.5CFO 01 26.1 S33150						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 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)			31c. DATE SIGNED
				TAMMY E. BALTZELL			

OFFERORS ARE REQUIRED TO ENSURE THAT THE FOLLOWING FORMS AND/CLAUSES ARE COMPLETED AS REQUIRED, AND AS APPLICABLE ON THE ORIGINAL SOLICITATION, AND BE RETURNED BY THE STATED CLOSING DATE: 22 DECEMBER 2008 1:00 PM EST

- 1. STANDARD FORM 1449 (SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS)**
- 2. OFFEROR PRICE BREAKDOWN SHEETS**
- 3. DESC CLAUSE B15.02, SCHEDULE OF SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED (OVERSEAS INTO-PLANE) (DESC FEB 2003)**
- 4. DESC CLAUSE B19.38 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (OVERSEAS INTO-PLANE) (DESC MAY 2007)**
- 5. DESC CLAUSE G9.07, ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC FEB 2003)**
- 6. DESC CLAUSE G9.07-05 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DESC JAN 2007)**
- 8. DESC CLAUSE I28.17, TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)**
- 9. DESC CLAUSE K1.01-10, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/II) (JUN 2008/APR2002/OCT 2000)**
- 10. DESC CLAUSE K1.05, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)**
- 11. DESC CLAUSE K33.01, AUTHORIZED NEGOTIATORS (DESC APR 2007)**
- 12. DESC CLAUSE K86 FOREIGN TAXES (DESC JUN 1987)**
- 13. DESC CLAUSE K94 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)**

SCHEDULE**B15.02 SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED (OVERSEAS INTO-PLANE)
(DESC FEB 2003)**

(a) (1) The contract quantities shown below are best estimates only of the Government's requirements for the contract period. With respect to the products and/or services awarded at each individual airport location, the Contractor is obligated to deliver into-plane the supplies and perform the services required at such location, and the Government is obligated to order, accept, and pay for such supplies and/or services required at such location even though the quantities actually required during the contract period may be greater or less than the estimated quantities, except as provided for in the ORDER LIMITATIONS clause.

(2) The estimated quantities shown in the Schedule do not include quantities that may be required by the Government for military exercises that are conducted at the specific airport location. The Government reserves the right to support military/federal exercises by using Government-furnished fuel, equipment, and personnel.

(3) In addition, if a Government facility is located at the airport, the Government shall only order from the Contractor the Government's fuel requirements that are in excess of its in-house capabilities. In such instances, the estimated quantities specified in the Schedule are estimates of requirements in excess of the quantities that the Government may itself furnish within its own capabilities.

(b) **REQUIREMENTS.** This is a requirements contract for the supplies or services specified and effective for the period stated in the ORDERING (INTO-PLANE) clause.

(1) The quantities of supplies or services specified in the Schedule are best estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "**estimated**" or "**maximum**" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering provisions herein. Subject to any limitations in the order limitations provisions herein or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ordering provisions. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract. However, the total quantity ordered and required to be delivered by the specified method of delivery during the ordering period may be greater than or less than these total estimated quantities.

(3) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(4) 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 the end of the stated delivery period.

(c) Unless otherwise specified in the Schedule or the Notes/Exceptions, the Contractor shall perform all fuel deliveries called for under the contract at its established facility. Delivery shall encompass all delivery methods available at the airport (hydrant, truck, etc.). Exceptions to this must be stated prior to award.

(d) Prices indicated hereunder are subject to the ECONOMIC PRICE ADJUSTMENT clause for the contract period.

(e) Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. For purposes of this contract, the term **Ordering Officer** is defined in the DEFINITIONS clause.

(f) For Manual delivery processing, the U.S. Government will provide the following:

(1) **MECHANICAL IMPRINTERS.** Only one imprinter will be issued for each location upon award. If additional imprinter are needed, it will be at the sole discretion of the Contracting Officer. Requests for initial Bartizan Mechanical Imprinter, Model Number 4760-100-20 or equal, must be submitted to—

ATTN: DESC-RRF
 BUILDING 1621-K
 2261 HUGHES AVENUE, SUITE 128
 LACKLAND AFB, TX 78236-9828
 Facsimile: (210) 925-9520
 Email: descsa.imprinters@desc.dla.mil

(2) **DD FORM 1898.** Request for initial and re-supply of DD Forms 1898 must be submitted in writing (on company letterhead) referencing the contract number and the quantity of DD Forms 1898 needed via either email or facsimile 30 days prior to the date additional forms are required. Submit email requests to sylvia_nance@hq.dla.mil and facsimile requests to **(703) 767-5078**. The Contractor will return all unused DD Forms 1898 at the expiration of the contract unless a follow-on contract is awarded.

(3) **METAL STATION PLATE.** The plate is embossed with the name of the Airport and State or country where located, the name of the Contractor, contract number, and the four position Airport Location Number. This plate becomes a part of the imprinter when recording transactions under this contract. Requests for additional embossing plates must be submitted in writing to the Contracting Officer.

(NOTE: If an imprinter is used that is equal to the Bartizan Mechanical Imprinter, Model Number 4760-100-20, but manufactured by another concern, the Contractor will be responsible for providing the station plate.)

(g) Any prime contractor using another source as a refueler **MUST** submit a Commitment Letter from that Fixed Base Operator (FBO) indicating their support as the prime contractor's refueling operator.

OFFEROR PRICE BREAKDOWN SHEET
INTO-PLANE [Jet A-1, JP8]

AIRPORT NAME AND ICAO/FAA CODE: _____
(Identify the airport you are offering on and its ICAO code)

REFERENCE DATE: November 1, 2008

INTO-PLANE

PUBLICATION PRICE (OPIS/PLATTS) FOR THE ABOVE REFERENCE DATE: \$ _____

PRICE YOU PAID FOR YOUR FUEL ON ABOVE REFERENCE DATE (exclusive of any taxes/fees listed Under D below or invoiced separate from fuel cost): \$ _____ **A.**

FREIGHT (IF INCLUDED IN YOUR PRICE, STATE "INCL. IN PRICE"; IF NONE, STATE "NONE.") \$ _____ **B**

AIRPORT FLOWAGE FEE (IF APPLICABLE): \$ _____ **C.**

STATE/LOCAL TAXES & FEES - Specify tax/fee/duty type & amount per applicable I28 Clause(s):

- _____ \$ _____ d.1
- _____ \$ _____ d.2
- _____ \$ _____ d.3
- _____ \$ _____ d.4

TOTAL STATE/LOCAL TAXES & FEES (Must equal d.1 through d.4): \$ _____ **D.**

INTO-PLANE FEE: \$ _____ **E.**

OFFERED Into-Plane Jet A-1, JP8 w/o FSII PRICE: (sum of A thru E) \$ _____ **F.**

FSII: (If none, state "None.") \$ _____ **G.**

TOTAL UNIT PRICE: OFFERED Into-Plane Jet A-1, JP8 w/FSII PRICE: (sum of F and G)** \$ _____ **H.**

• **POSTED AIRPORT PRICE (for **November 1, 2008** Reference Date) w/o taxes (i.e., State/FET):**

\$ _____ [COMMERCIAL PRICE]

PUBLICATION SELECTED FOR REFERENCE PRICE ADJUSTMENT (OPIS/PLATTS & HEADING):

OPIS:

PLATTS:

Note: Select One - Prices will change on [] Monday [] Tuesday [] Weekly [] Other _____

**OFFEROR PRICE BREAKDOWN SHEET
INTO-TRUCK [Jet A-1, JP8]**

AIRPORT NAME AND ICAO/FAA CODE: _____
(Identify the airport you are offering on and its ICAO code)

REFERENCE DATE: November 1, 2008

INTO-TRUCK

PUBLICATION PRICE (OPIS/PLATTS) FOR THE ABOVE REFERENCE DATE: \$ _____

PRICE YOU PAID FOR YOUR FUEL ON ABOVE REFERENCE DATE (exclusive of any taxes/fees listed Under D below or invoiced separate from fuel cost): \$ _____ **A.**

FREIGHT (IF INCLUDED IN YOUR PRICE, STATE "INCL. IN PRICE"; IF NONE, STATE "NONE.") \$ _____ **B.**

AIRPORT FLOWAGE FEE (IF APPLICABLE): \$ _____ **C.**

STATE/LOCAL TAXES & FEES - Specify tax/fee/duty type & amount per applicable I28 Clause(s):

_____	\$ _____	d.1
_____	\$ _____	d.2
_____	\$ _____	d.3
_____	\$ _____	d.4

TOTAL STATE/LOCAL TAXES & FEES (Must equal d.1 through d.4): \$ _____ **D.**

INTO-PLANE FEE: . \$ _____ **E.**

OFFERED Into-Truck Jet A-1, JP8 w/o FSII PRICE: (sum of A thru E) \$ _____ **F.**

FSII: (If none, state "None.") \$ _____ **G.**

TOTAL UNIT PRICE FOR OPTION PERIOD: (sum of F and G)** \$ _____ **H.**

OFFERED Into-Truck Jet A-1, JP8 w/FSII PRICE:

- **POSTED AIRPORT PRICE** (for **November 1, 2008** Reference Date) **w/o taxes** (i.e., State/FET):

\$ _____ [COMMERCIAL PRICE]

PUBLICATION SELECTED FOR REFERENCE PRICE ADJUSTMENT (OPIS/PLATTS & HEADING):

OPIS:

PLATTS:

NOTE: Select one - Prices will change on [] Monday [] Tuesday [] Weekly [] Other

IV. AIRPORT FEES AND/OR CHARGES APPLICABLE TO U.S. GOVERNMENT AND INCLUDED IN THE UNIT PRICE ABOVE. (See the AIRPORT FEES AND/OR CHARGES clause.)

<u>NAME/ DESCRIPTION OF FEE AND/OR CHARGE</u>	<u>AMOUNT OF FEES AND/OR CHARGES PER USG AND GRADE OF PRODUCT APPLICABLE</u>
---	--

V. NONPRODUCT ITEM CHARGES NOT INCLUDED IN THE UNIT PRICE ABOVE.

<u>SUBITEM NO.</u>	<u>PRODUCT</u>	<u>TYPE OF CHARGE</u>	<u>UNIT PRICE * EFFECTIVE 1 November 2008 (USD)</u>
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VI. NONREFUNDABLE DUTIES AND TAXES NOT INCLUDED IN THE UNIT PRICE ABOVE.

<u>SUBITEM NO.</u>	<u>PRODUCT</u>	<u>TYPE OF CHARGE</u>	<u>DUTY TAX EFFECTIVE 1 November 2008 (USD)</u>
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***Per the FOREIGN TAXES clause, paragraph (b), this tax/duty has been listed separately but applies to every delivery of fuel and has been included in the estimated contract value.**

VII. ADDITIONAL INFORMATION.

A. Does your company have world wide web/internet access? Yes No

NOTE: For those companies with internet access, DESC will not issue paper copies of price change modifications for any resultant contract as these same price changes are available on the DESC Home Page at <http://www.desc.dla.mil/main/doinbusi/htm>.

B. Does your company have a web site? Yes No
If yes, what is the web address? _____

C. Does your company have email capability? Yes No
If yes, what is your email address? _____

D. What is your company's Dun and Bradstreet number? _____

VIII. NOTES/EXCEPTIONS.

1. **Issues to Canadian Military Aircraft:** See paragraph (c), Submission of Invoices for Payment, of the DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) clause for details. In the event Canadian Military Aircraft personnel do not possess/present a military identaplate, the Contractor will ensure that the information identified in paragraph (c) of the DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) clause is entered in the appropriate blocks of the DD Form 1898.

2. **EMERGENCIES.** In the event of an emergency during nonduty hours (nights, weekends, and holidays), please contact the Command Control Center at (703) 767-8420.

(DESC 52.207-9F40)

B19.38 ECONOMIC PRICE ADJUSTMENT (OVERSEAS INTO-PLANE) (DESC MAY 2007)**(a) WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause—

(1) The term **award price** means the unit price set forth opposite the item in the Schedule.

(2) The term **market place** means the price or average of prices for the same or similar commodity within a market which is beyond the control of the Contractor, set forth in the publication(s) listed in the Table in paragraph (j) below, from which the award price is to fluctuate.

(3) The term **date of delivery** means the date and time product under this contract is delivered into-plane.

(4) The term **week** means a consecutive seven-day period beginning on a Monday.

(5) The term **published** means issued either in print or electronic format by the service designated to be employed as an escalator, unless otherwise specifically stated. In the event of a conflict between the prices set forth in the print version and those set forth in the electronic version for the same date, the electronic version shall prevail.

(c) ADJUSTMENTS.

(1) The prices payable under this contract shall be adjusted upward or downward through issuance of contract price change modifications or web price changes during the period of performance.

(2) The prices payable hereunder shall be determined by changing the award price by the same number of cents, or fraction thereof, that the market price increases or decreases, as measured in U.S. dollars, per like unit of measure. The frequency of adjustments will be noted in paragraph (j) for each applicable item.

(3) An increase or decrease in the market price shall apply, provided the notification requirements in paragraph (4) below have been met, only to deliveries made on or after the effective date of the price change as stated in the publication.

(4) **NOTIFICATION.** If required in paragraph (j), the Contractor shall notify the Contracting Officer, Defense Energy Support Center, of any change in the market price within 15 days from the date thereof. Increases received after the 15-day notification period shall be effective on the date they are received by the Contracting Officer. Decreases shall be effective the date of the decrease in the price notification to the Contracting Officer and prices shall be adjusted retroactively.

(i) **INCREASES.** Any increase in the unit price as a result of an increase in the market price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the same product. No modification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** Price decreases shall apply to deliveries made on or after the effective date of such decrease. If the Contractor fails to notify the Contracting Officer of any decrease in the market price within the allotted 15-day period, and an overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) **DAY OF PUBLICATION.** Will be specified for each item in paragraph (j).

(6) **PRICE ADJUSTMENT NOTIFICATIONS/MODIFICATIONS.** The Contracting Officer will issue a contract price change modification or web price adjustment notification to reflect any change pursuant to this provision. However, no modification incorporating an increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published market price has been verified by the Contracting Officer. Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page at <http://www.desc.dla.mil> under the heading **Vendor Resources** and then **Product Price Adjustments**.

(7) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **575** percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, until the Contracting Officer issues either a contract modification to raise the ceiling or written notification that the ceiling will not be raised.

(8) REVISION OF MARKET PRICE INDICATOR. In the event—

- (i) Any applicable market price is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions—

The parties shall agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(9) CORRECTIONS. Platts issues corrections to its published prices on a regular basis. Platts posts corrections to its website (www.platts.com for its subscribers). If a correction to a reference price is found on Platts website, all of the items that use that reference price will be corrected. DESC will correct any other reference prices as notice of the correction is received. DESC will work with the pricing services to determine the appropriate price, whenever an offeror or contractor can show that the price referenced should be reviewed.

(d) FAILURE TO DELIVER. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor’s failure to deliver according to the delivery schedule results from causes beyond the Contractor’s control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(e) IMPORTANT: All of the proposed market prices listed in the Table below must meet the provisions set forth under the EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT provision.

(f) CONVERSION FACTORS. If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule. For quantity conversion factors not listed in the CONVERSION FACTORS provision, the Contractor should contact the DESC Contracting Officer.

(g) EXAMINATION OF RECORDS. The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(h) FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(i) All market prices must be stated in U.S. dollars per U.S. gallon. Conversion to U.S. gallons is in accordance with the CONVERSION FACTORS clause.

(j) TABLE.

I	II	III	IV	V	VI
Item No. <u>(listed items)</u>	Name of <u>publication</u>	Heading under which reference price is published and <u>name of product</u>	Location where reference price <u>is applicable</u>	Method of delivery applicable to the <u>market price</u>	Market price as of <u>1 November 2008</u> (date) <u>(excludes all taxes)</u>

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS FOR FOREIGN SUPPLIERS WHO CHOOSE PAYMENT BY THE FEDERAL RESERVE WIRE TRANSFER SYSTEM, WHICH DOES NOT REQUIRE THE RECEIVING BANK TO BE LOCATED IN THE UNITED STATES .

G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DESC JAN 2007)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.

(b) Any change by the Contractor in the designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(c) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)

RECIPIENT’S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

ORIGINATOR ABA: 044036205 (DESC fill-in)

CONTRACT NUMBER: _____ (DESC fill-in)

RECIPIENT’S CAGE CODE: _____

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT’S DUNS NUMBER: _____

BENEFICIARY’S BANK NAME: _____
(DO NOT EXCEED 29 CHARACTERS)

BENEFICIARY’S BANK ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

(DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY’S BANK ACCOUNT NUMBER: _____

BENEFICIARY’S BANK SWIFT NUMBER: _____
(EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: _____

BENEFICIARY’S BANK SORT CODE: _____ (FOR BANKS IN THE UNITED KINGDOM ONLY)
(6 CHARACTERS ONLY)

(d) CONTRACTOR’S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE _____

(e) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ2)

128.17 TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)

(a) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of _____ [insert name of the foreign government] have agreed shall not apply to expenditures made by the United States in _____ [insert name of country], or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of _____ [insert name of country]. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of _____ [insert name of the foreign government] agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in _____ [insert name of country], the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
(FAR 52.229-7)

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(JUN 2008/APR 2002/OCT 2000)**

An offeror shall complete only paragraph (b) 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 (c) through (m) 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 of 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.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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 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).

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 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 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) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(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 (c) through (m) 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.]**

(c) Offerors must complete the following representations when the resulting contract is to 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 woman-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. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(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)).** The offeror represents as follows:

- (A) The 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) The 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:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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 VENTURE 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: _____.

(iii) **ADDRESS.** The offeror represents that its address—

- is
- is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address 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.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American

- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

(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 Subparts 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

_____	_____
(Line item no.)	(Country of origin)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035).** (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian and Canadian) end products:

_____	_____
(Line item number)	(Country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

_____	_____
(Line item number)	(Country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

_____	_____
(Line item number)	(Country of origin (if known))

(h) **CERTIFICATION REGARDING RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- [] 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, violating Federal criminal tax laws, or receiving stolen property;

- (3) are
- are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

- (4) have
- have not

Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) List End Product.

(Insert end product)

(Insert country of origin)

(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) **CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

does

does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

does

does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this provision applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) 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).

- TIN: _____
- TIN has been applied for.
- TIN is not required because:

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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: _____.

(5) COMMON PARENT.

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:

Name _____

TIN _____

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/I/II)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
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(DESC 52.215-9F28)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(DESC 52.229-9F10)

K94 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) are,
 are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency;

(B) 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 public (Federal, State, or local) 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, violating Federal criminal tax laws, or receiving stolen property; and

(C) are,
 are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) have,
 have not

within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) **Examples.**

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitled the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal t the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror--

- [] has,
- [] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)