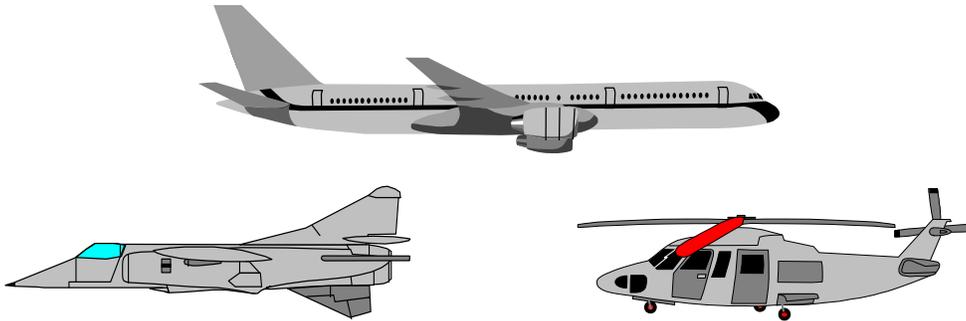


OFFEROR SUBMISSION PACKAGE



DOMESTIC – INTO-PLANE/PURCHASE PROGRAM: 2.3S

SOLICITATION SP0600-03-R-0123



THE ENCLOSED SOLICITATION COVERS THE PERIODS:

2.3S April 01, 2004 THROUGH March 31, 2007

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)
 - Schedule Clause B15.01.100
 - 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, and 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
SP0600-03-1395

PAGE 1 OF
20

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
SP0600-03-R-0123

6. SOLICITATION ISSUE DATE
07/01/2003

7. FOR SOLICITATION INFORMATION CALL:  a. NAME
Faye Sas/Mi Suk Cox

b. TELEPHONE NUMBER (No collect calls)
(703) 767-8483/8495

8. OFFER DUE DATE/ LOCAL TIME
07/30/03 3:00 pm

9. ISSUED BY
SPECIALTY FUELS DIVISION (DESC-PH)
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VIRGINIA 22060-6222
PHONE: (703) 767-8483/8495
FAX: (703) 767-8506

OFFICE SYMBOL: DESC-PHA and/or PHC
PP: 2.3 South

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
NAICS: 424720
SIZE STANDARD:
500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

12. DISCOUNT TERMS

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
SEE SCHEDULE IN CLAUSE B15.01.100

16. ADMINISTERED BY
SEE BLOCK 9

17a. CONTRACTOR/OFFEROR
Name & Address
DUNS NO.
TELEPHONE NO.
FAX NO.

18a. PAYMENT WILL BE MADE BY
DEFENSE FINANCE AND ACCOUNTING SERVICE
ATTN: DFAS-BVDFI/CC
P.O. BOX 182317
COLUMBUS, OH 43218-6251

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

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | SEE CLAUSE B15.01.100 Attach additional sheets as necessary <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
97XXXX4930.5CFO 01 26.1 S33150

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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)
J. ANN WILSON

31c. DATE SIGNED

OFFERORS ARE REQUIRED TO ENSURE THAT THE FOLLOWING FORMS OR CLAUSES ARE COMPLETED AS REQUIRED (AND AS APPLICABLE ON AN ORIGINAL SOLICITATION AND RETURNED BY THE CLOSING DATE (July 30, 2003):

- 1. STANDARD FORM 1449 (SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS)**
- 2. OFFEROR PRICE BREAKDOWN SHEETS (JET A & JP8 INTO-PLANE/RAPID REFUEL)**
- 3. CLAUSE B15.01.100, SCHEDULE OF SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED**
- 4. CLAUSE B19.35 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (DOMESTIC INTO-PLANE) (DESC APR 2003)**
- 5. CLAUSE G9.06, ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**
- 6. CLAUSE G9.07, ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE PAYMENTS**
- 7. CLAUSE K1.01-10, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/II)**
- 8. CLAUSE K15, RELEASE OF UNIT PRICES**
- 9. CLAUSE K33.01, AUTHORIZED NEGOTIATORS**

OFFEROR PRICE BREAKDOWN SHEET INTO-PLANE [JP8 (BV), Jet A (AR) (BR)]

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

REFERENCE DATE: July 01, 2003

INTO-PLANE

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

PRICE YOU PAID FOR YOUR FUEL ON ABOVE REFERENCE DATE: \$ _____ 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 type (i.e. state & local taxes, environmental & oil spill taxes, inspection fees) & amount per Clauses I28.02-2 and M57.100(a):

| | |
|--|--------------|
| | \$ _____ 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, 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, JP8 w/FSII PRICE: (sum of F and G) \$ _____ H.

- **POSTED AIRPORT PRICE** (for **01 JULY 2003** Reference Date) **w/o taxes** (i.e., State/FET):

\$ _____ [COMMERCIAL PRICE]

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

OPIS :

PLATTS:

NOTE: Prices will change on [] Monday [] Tuesday [] Weekly [] Other _____

OFFEROR PRICE BREAKDOWN SHEET RAPID REFUEL (B6)

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

REFERENCE DATE: July 01, 2003

RAPID REFUEL (B6)

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

PRICE YOU PAID FOR YOUR FUEL ON ABOVE REFERENCE DATE: \$ _____ 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 type (i.e. state & local taxes, environmental & oil spill taxes, inspection fees) & amount per Clauses I28.02-2 and M57.100(a):

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

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

RAPID REFUEL FEE: \$ _____ E.

OFFERED Rapid Refuel Jet A, JP8 w/o FSII PRICE: (sum of A thru E) \$ _____ F.

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

TOTAL UNIT PRICE OFFERED Rapid Refuel Jet A, JP8 w/FSII PRICE: (sum of F and G) \$ _____ H.

- **POSTED AIRPORT PRICE (for **01 JULY 2003** Reference Date) w/o taxes (i.e., State/FET):**

\$ _____ [COMMERCIAL PRICE]

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

OPIS :

PLATTS:

NOTE: Prices will change on [] Monday [] Tuesday [] Weekly [] Other _____

**B15.01.100 SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED (DOMESTIC INTO-PLANE)
(DESC JUN 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) For Electronic Point of Sale (POS) information, refer to the DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) 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 imprinters 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.

(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.

I. SCHEDULE

AIRPORT LOCATION IDENTIFIER: _____

AIRPORT LOCATION: _____

| <u>SUBITEM NO.</u> | <u>PRODUCT GRADE IN ORDER OF PREFERENCE (IF ALTERNATE PRODUCT IS OFFERED, REFER TO CLAUSE M57.100 AND MIL-STD-1548D)</u> | <u>EST QUANTITY (GALLONS) (if applicable)</u> | <u>UNIT PRICE PER GALLON</u> |
|--------------------|--|---|------------------------------|
| _____ BV | JP8 | _____ | _____ |
| _____ BR | JET A W/ FSII | _____ | _____ |
| _____ AR | JET A W/O FSII | _____ | _____ |
| _____ B4 | JP8 (INTO TRUCK) | _____ | _____ |
| _____ B1 | JET A W/FSII (INTO TRUCK) | _____ | _____ |
| _____ A1 | JET A W/O FSII (INTO TRUCK) | _____ | _____ |
| _____ AG | AVGAS 100/130 | _____ | _____ |
| _____ B6 | RAPID REFUEL | _____ | _____ |

II. REFUELING OPERATOR INFORMATION. NOTE: If using other than the prime contractor as a refueler, see paragraph (g).

A. NAME

ADDRESS

TELEPHONE NUMBER

B. SOURCE OF PRODUCTS OFFERED:

NAME

ADDRESS

C. **CONTRACTOR REPRESENTATIVE OR AGENT.** (Full name, address, and phone number if different from II.A.)

III. HOURS DURING WHICH SUPPLIES/SERVICES WILL BE AVAILABLE: (See the **GENERAL DELIVERY CONDITIONS** paragraph of the **DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE)** clause.)

24 hours per day, 7 days per week. (preferred)

OR

Other (Specify hours/call-out capability, and phone number for call-outs):

Hours of operation: _____

Phone/Beeper/Pager Number (please identify): _____

Answering service and contact number: _____

Is advance notice required for after-hours delivery? Yes No

If yes, how far in advance (days, hours, minutes, etc.)? _____

Will there be a Call-Out Fee for after-hours delivery? Yes* No

*If yes, specify the amount and how charged (by occurrence or by hour). Occurrence is defined as a dispatch to refuel, regardless of number of aircraft serviced.

\$ _____ per occurrence **OR** per hour

NOTE: Call-Out Fees and hours are not evaluated items; however, in the event that 24-hour service is not available and the Government was unable to provide advance notification of after-hour delivery requirement, into-plane fuel may be procured from another source.

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

NAME AND ADDRESS IN FULL OF AUTHORITY
TO WHOM FEE AND/OR CHARGE IS PAID

AMOUNT OF FEES AND/OR CHARGES PER GALLON
AND GRADE OF PRODUCT APPLICABLE

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

| <u>SUBITEM NO.</u> | <u>PRODUCT</u> | <u>TYPE OF CHARGE</u> | <u>UNIT PRICE</u> |
|--------------------|----------------|-----------------------|-------------------|
|--------------------|----------------|-----------------------|-------------------|

VI. NONREFUNDABLE DUTIES AND TAXES NOT INCLUDED IN THE SECTION I UNIT PRICE ABOVE.

| <u>SUBITEM NO.</u> | <u>PRODUCT</u> | <u>TYPE OF CHARGE</u> | <u>DUTY TAX</u> |
|--------------------|----------------|-----------------------|-----------------|
|--------------------|----------------|-----------------------|-----------------|

VII. POSTED AIRPORT PRICE.

THE POSTED AIRPORT PRICE AS OF THE BASE REFERENCE DATE (specify any taxes included).

_____ per USG Taxes: _____

VIII. 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/PublicPages/Business.cfm>.

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. Is your company registered under the Central Contractor Registration? [] Yes [] No

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

F. What is your company's CAGE code number? _____

IX NOTES/EXCEPTIONS.

1. FEDERAL, STATE, AND LOCAL TAXES/FEEES EXCLUDED FROM CONTRACT PRICE clause. Federal Excise Taxes are applicable to deliveries to all U.S. Government aircraft (military and civilian) and are to be invoiced and paid separately.

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 52.207-9F35)

B19.35 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (DOMESTIC INTO-PLANE) (DESC APR 2003)

(a) **WARRANTS.** 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 **base price** means the unit price set forth opposite the item in the contract Schedule.
- (2) The term **market price** means the price or average of prices for the same or similar item, as set forth in the publication(s) listed in the table in paragraph (h) below, from which the base price is to fluctuate.
- (3) The term **base market price** means the price or average of prices, as set forth in the publication(s) listed in the table in paragraph (h) below, in effect on the date listed in the RFP.

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

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

(c) **NOTIFICATION.** The Contractor shall notify the Contracting Officer, Defense Energy Support Center, of any change in the market price by facsimile within 14 days from the date thereof.

(d) **ADJUSTMENTS.**

(1) The prices payable under this contract shall be adjusted upward or downward through issuance of contract modifications in accordance with the conditions set forth in this clause. One adjustment shall be made for each week during which the market prices have changed and shall become effective on the first day of the week. Any increase or decrease shall apply only to deliveries made on or after the first business day of the week and not the publication date of the trade price service or commercial journals listed in the table in paragraph (h) below. The amount of increase or decrease in the price payable under the contract shall be the same number of cents or fraction thereof that the market price increases or decreases per like unit of measure.

(i) In the event the Contractor fails to notify the Contracting Officer of any increase/decrease in market price, such increase/decrease shall apply only to deliveries made on and after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase/decrease.

(ii) **DAY OF PUBLICATION.** Except for items employing the publications listed in (A) and (B) below, the market price in effect on the date of delivery shall be that item's preselected market price published on the Monday of the week in which the delivery is made or, in the event there is no publication in that week, it shall be the item's preselected market price as last previously published.

NOTE 1: Oil Price Information Service's (OPIS) Petroscan data is dated on a Thursday but is incorporated into the following Monday's "hard copy" publication.

NOTE 2: DESC downloads the electronic versions of the price publications (i.e., Platts, OPIS). Occasionally, a slight discrepancy may be noted between the prices posted on the electronic version and the printed (hard copy) version. In such an event, the prices posted in the electronic version shall be used in determining adjustments under this clause.

(A) PLATTS OILGRAM PRICE REPORT. For items employing Platts Oilgram Price Report Spot Price Assessment, with an effective day of Monday or Tuesday of each week, the market price in effect on the date of delivery shall be that item's preselected market price officially on the electronic version on Monday's containing prices effective on the prior Friday of the week in which the delivery is made. For items employing Platts Oilgram Price Report 5 Day Rolling Average, the market price in effect on the date of delivery shall be that item's preselected market price published for 5 days ending on the Friday prior to the week in which the delivery is made. Normally, the average will be Monday through Friday; however, in the event of a holiday or other occurrence(s) for which Platts does not make an effective price, the closest effective price date(s) prior to Monday will be used to complete the 5 Day Rolling Average.

(B) When a combination of two different publications is utilized, the earlier date of the week shall control if differing published dates are used.

(2) The Contracting Officer shall calculate the adjusted prices based on the difference between the base market price and the market price. This difference shall be added to or subtracted from the base price to arrive at the current prices payable under this contract.

(3) The prices payable under this contract for any given week will be based on the last market price effective during the preceding week.

(4) The Contracting Officer shall issue a modification as soon as practicable after such price becomes effective. 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 or authorized representative.

(5) 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 **Doing Business with DESC**.

(6) The Contractor shall invoice and will be paid at the price set forth in the modification.

(7) **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.

(8) **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 60% 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 market 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.

(9) **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.

(e) **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.

(f) **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.

(g) **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.

(h) **TABLE.** The publication(s), market price(s), and other pertinent data are as follows:

| <u>Item Number</u> | <u>Publication</u> | <u>Location where market price is applicable</u> | <u>Name of product</u> | <u>Base market price as of 01 July 2003</u> |
|--------------------|--------------------|--|------------------------|---|
|--------------------|--------------------|--|------------------------|---|

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

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)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/II)

(JUL 2002/APR 2002/OCT 2000)

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

(1) **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.

(2) **Forced or indentured child labor means** all work or service—

(i) 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

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

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) 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

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the base of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **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).

(4) **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.

(5) **Veteran-owned small business concern means a small business concern—**

(i) 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

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

(6) **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.

(7) **Women-owned small business concern** means a small business concern--

(i) 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

(ii) 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).**

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 _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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.** 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 four 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 four 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.

(f) **TRADE AGREEMENTS CERTIFICATE (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS, is incorporated by reference in this solicitation.)

(1) For all line items subject to the TRADE AGREEMENTS ACT 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, designated country, Caribbean Basin country, or NAFTA country end product.

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

(Insert line item no.)

(Insert country of origin)

(g) BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM is incorporated by reference in this solicitation.)

(1) For all line items subject to the BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- 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 Canada) end products:

(Insert line item number)

(Insert country of origin)

(ii) The offeror certifies that the following supplies are NAFTA country end products:

(Insert line item number)

(Insert 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 product:

(Insert line item number)

(Insert country of origin (if known))

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (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 or

[] 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

[] are or

[] 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). [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.

(FAR 52.212-3/Alts I/II)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. 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.

(DESC 52.215-9F28)