

OFFEROR SUBMISSION PACKAGE

NSA Souda Bay, Crete, Greece

SP0600-04-R-0003

INSTRUCTIONS:

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L2.31 for additional information to be submitted.
2. Be sure to check your offer prices in Section B30 for accuracy and legibility prior to submission. Initial all changes. Sign and date Standard Form 33 (SF33) in ink.
3. Facsimile proposals are NOT authorized. Please be sure that labels of overnight mailings clearly show the solicitation number and are addressed to the Bid Custodian at the address listed on SF33 Block 8.
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 on a separate sheet of paper.

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 59
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SP0600-04-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/12/2003	6. REQUISITION/PURCHASE NUMBER N-03-10	
7. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., STE 4950 FORT BELVOIR, VA 22060-6222		CODE SP0600	8. ADDRESS OFFER TO (If other than Item 7) ATTN: BID CUSTODIAN / DESC-CPC / RM. 3815 (SAME ADDRESS IN BLOCK 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BID CUSTODIAN @ DESC-CPC ROOM 3815 until 15:00 local time 02/12/2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME STUART W. STOVALL	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS stuart.stovall@dla.mil
		AREA CODE 703	NUMBER 767-9339	EXT.	

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	14
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	Seg. II	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	45
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	45
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	9				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	52
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	58

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/> ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

SECTION B - SUPPLIES/SERVICES AND PRICES/COST

NOTE: A waiver of level unit pricing has been approved; therefore, you may provide a separate monthly price and augmentation for each performance period.

B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 2001)

**BASE YEAR
December 1, 2004 through November 30, 2008**

(a) LINE ITEMS.

(1) LINE ITEM 0001.

The Contractor will provide **Alongside Aircraft Fuel Delivery Service, including the Dispatch Function** for the period:

- (a) December 1, 2004 through September 30, 2005. The offered price per month is \$ _____
- (b) October 1, 2005 through September 30, 2006. The offered price per month is \$ _____
- (c) October 1, 2006 through September 30, 2007. The offered price per month is \$ _____
- (d) October 1, 2007 through September 30, 2008. The offered price per month is \$ _____
- (e) October 1, 2008 through November 30, 2008. The offered price per month is \$ _____

(2) LINE ITEM 0002.

The Contractor will provide **Fuel Storage and Distribution Operations** for the period:

- (a) December 1, 2004 through September 30, 2005. The offered price per month is \$ _____
- (b) October 1, 2005 through September 30, 2006. The offered price per month is \$ _____
- (c) October 1, 2006 through September 30, 2007. The offered price per month is \$ _____
- (d) October 1, 2007 through September 30, 2008. The offered price per month is \$ _____
- (e) October 1, 2008 through November 30, 2008. The offered price per month is \$ _____

(3) LINE ITEM 0003.

The Contractor will provide **Service Station Operations** for the period:

- (a) December 1, 2004 through September 30, 2005. The offered price per month is \$ _____
- (b) October 1, 2005 through September 30, 2006. The offered price per month is \$ _____
- (c) October 1, 2006 through September 30, 2007. The offered price per month is \$ _____
- (d) October 1, 2007 through September 30, 2008. The offered price per month is \$ _____
- (e) October 1, 2008 through November 30, 2008. The offered price per month is \$ _____

B30 Cont.

(4) LINE ITEM 0004.

The Contractor will provide **Ground Fuel Delivery Operations** for the period:

- (a) December 1, 2004 through September 30, 2005. The offered price per month is \$ _____
- (b) October 1, 2005 through September 30, 2006. The offered price per month is \$ _____
- (c) October 1, 2006 through September 30, 2007. The offered price per month is \$ _____
- (d) October 1, 2007 through September 30, 2008. The offered price per month is \$ _____
- (e) October 1, 2008 through November 30, 2008. The offered price per month is \$ _____

(5) LINE ITEM 0005.

The Contractor will provide **Fuel Laboratory Operations** for the period:

- (a) December 1, 2004 through September 30, 2005. The offered price per month is \$ _____
- (b) October 1, 2005 through September 30, 2006. The offered price per month is \$ _____
- (c) October 1, 2006 through September 30, 2007. The offered price per month is \$ _____
- (d) October 1, 2007 through September 30, 2008. The offered price per month is \$ _____
- (e) October 1, 2008 through November 30, 2008. The offered price per month is \$ _____

(6) LINE ITEM 0006.

**NONPERSONAL SERVICES AND SUPPLIES:
(COST REIMBURSEMENT - MAINTENANCE)**

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NSA Souda Bay, in accordance with Section C-4.2 Services Requiring a Task Order.

NOTE: The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.2 Services Requiring a Task Order). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$5,000.00
COST ESTIMATE/YEAR

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B30 Cont.

(7) LINE ITEM 0007.

(i) Payment for augmentation or overtime augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

December 1, 2004 through September 30, 2005

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

October 1, 2005 through September 30, 2006

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

October 1, 2006 through September 30, 2007

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

October 1, 2007 through September 30, 2008

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

B30 Cont.

October 1, 2008 through November 30, 2008

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

(ii) The Ordering Officer for augmentation at NSA Souda Bay shall be the Commanding Officer or designee.

(b) AUGMENTATION RATES.

(1) Payment for **augmentation** worked in accordance with the Performance Work Statement shall be at the rates in

Line Item 0007. Computation follows:

CATEGORY

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate) _____
 Subtotal
 Plus Profit (specify rate) _____
 Total Straight-Time Rate
 *Payroll Taxes and Insurance

(2) Payment for **overtime augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0007. Computation follows:

CATEGORY

Base Rate times 1.5
 Plus PT&I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate
 *Payroll Taxes and Insurance

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OPTION PERIOD
December 1, 2008 through November 30, 2012

(a) **LINE ITEMS.**

(1) **LINE ITEM 0001.**

The Contractor will provide **Alongside Aircraft Fuel Delivery Service, including the Dispatch Function** for the period:

- (a) December 1, 2008 through September 30, 2009. The offered price per month is \$ _____
- (b) October 1, 2009 through September 30, 2010. The offered price per month is \$ _____
- (c) October 1, 2010 through September 30, 2011. The offered price per month is \$ _____
- (d) October 1, 2011 through September 30, 2012. The offered price per month is \$ _____
- (e) October 1, 2012 through November 30, 2012. The offered price per month is \$ _____

(2) **LINE ITEM 0002.**

The Contractor will provide **Fuel Storage and Distribution Operations** for the period:

- (a) December 1, 2008 through September 30, 2009. The offered price per month is \$ _____
- (b) October 1, 2009 through September 30, 2010. The offered price per month is \$ _____
- (c) October 1, 2010 through September 30, 2011. The offered price per month is \$ _____
- (d) October 1, 2011 through September 30, 2012. The offered price per month is \$ _____
- (e) October 1, 2012 through November 30, 2012. The offered price per month is \$ _____

(3) **LINE ITEM 0003.**

The Contractor will provide **Service Station Operations** for the period:

- (a) December 1, 2008 through September 30, 2009. The offered price per month is \$ _____
- (b) October 1, 2009 through September 30, 2010. The offered price per month is \$ _____
- (c) October 1, 2010 through September 30, 2011. The offered price per month is \$ _____
- (d) October 1, 2011 through September 30, 2012. The offered price per month is \$ _____
- (e) October 1, 2012 through November 30, 2012. The offered price per month is \$ _____

(4) **LINE ITEM 0004.**

The Contractor will provide **Ground Fuel Delivery Operations** for the period:

- (a) December 1, 2008 through September 30, 2009. The offered price per month is \$ _____
- (b) October 1, 2009 through September 30, 2010. The offered price per month is \$ _____
- (c) October 1, 2010 through September 30, 2011. The offered price per month is \$ _____
- (d) October 1, 2011 through September 30, 2012. The offered price per month is \$ _____
- (e) October 1, 2012 through November 30, 2012. The offered price per month is \$ _____

B30 Cont.

(5) LINE ITEM 0005.

The Contractor will provide **Fuel Laboratory Operations** for the period:

- (a) December 1, 2004 through September 30, 2005. The offered price per month is \$ _____
- (b) October 1, 2005 through September 30, 2006. The offered price per month is \$ _____
- (c) October 1, 2006 through September 30, 2007. The offered price per month is \$ _____
- (d) October 1, 2007 through September 30, 2008. The offered price per month is \$ _____
- (e) October 1, 2008 through November 30, 2008. The offered price per month is \$ _____

(6) LINE ITEM 0006.

**NONPERSONAL SERVICES AND SUPPLIES:
 (COST REIMBURSEMENT - MAINTENANCE)**

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NSA Souda Bay, in accordance with Section C-4.2 Services Requiring a Task Order.

NOTE: The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.2 Services Requiring a Task Order). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$5,000.00
 COST ESTIMATE/YEAR

(7) LINE ITEM 0007.

(i) Payment for augmentation or overtime augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

December 1, 2008 through September 30, 2009

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

B30 Cont.

October 1, 2009 through September 30, 2010

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

October 1, 2010 through September 30, 2011

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

October 1, 2011 through September 30, 2012

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

October 1, 2012 through November 30, 2012

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer – Augmentation	\$ _____/hour
0007AB	Truck Driver Tractor Trailer – Overtime Augmentation	\$ _____/hour
0007AC	Fuel System Distribution Oper – Augmentation	\$ _____/hour
0007AD	Fuel System Distribution Oper – Overtime Augmentation	\$ _____/hour
0007AE	Maintenance Laborer – Augmentation	\$ _____/hour
0007AF	Maintenance Laborer – Overtime Augmentation	\$ _____/hour

(ii) The Ordering Officer for augmentation at NSA Souda Bay shall be the Commanding Officer or designee.

(b) AUGMENTATION RATES.

(1) Payment for **augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0007. Computation follows:

B30 Cont.

CATEGORY

Base Rate
Plus applicable Fringes
Subtotal
Plus PT&I* (specify rate) _____
Subtotal
Plus Profit (specify rate) _____
Total Straight-Time Rate
*Payroll Taxes and Insurance

(2) Payment for **overtime augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0007. Computation follows:

CATEGORY

Base Rate times 1.5
Plus PT&I* (as specified above)
Subtotal
Plus Profit (as specified above)
Total Overtime Rate
*Payroll Taxes and Insurance

(DESC 52.207-9F80)

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)

K7 Cont.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

K7 Cont.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

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)

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern**, as used in this provision, 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.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it—

[] is
[] is not

a women-owned business concern. (FAR 52.204-5)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

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

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

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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)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) **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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

K88 Cont.

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

(e) TYPE OF ORGANIZATION.

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

(f) COMMON PARENT.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

- (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 **the** 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, or receiving stolen property;

- (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 subdivision (a)(1)(i)(B) of this provision; and

K94 Cont.

- (D) 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, or receiving stolen property;

- (E) 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 subdivision (a)(1)(i)(D) of this provision.

(ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—

- has,
 has not

within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) 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.

K94 Cont.

(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)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

K99 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986 (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act (PPA) of 1990 (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the EPCRA and section 6607 of the PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

[Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(e);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with the Environmental Protection Agency (EPA));

(iv) The facility does not fall within Standard Industrial Classification (SIC) code major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located in the United States or its outlying areas.

(FAR 52.223-13)

K100 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (OCT 1995)

(a) The Federal Acquisition Regulation (FAR) at 31.205-6(g)(3) limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the head of the agency, or designee, grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the head of the agency, or designee, will determine that --

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for --

(i) Members of the armed forces stationed or deployed outside the United States; or

(ii) Employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment or severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(FAR 52.237-8)