

Date: December 30, 2003

From: Lynda Brown
Defense Energy Support Center/DESC-BZD
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Ft. Belvoir, VA 22060-6222
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SUBJECT: Afghanistan/Pakistan JP8 Supplemental
Solicitation SP0600-03-R-0116-0003

1. This is supplemental solicitation SP0600-03-R-0116-0003 for the purchase of JP8. This supplemental solicitation incorporates the terms and conditions of Solicitation SP0600-03-R-0116 (Afghanistan/Pakistan Basic) issued June 20, 2003 and Amendments 0001-0005, with the exception of clause deletions, modifications and additions reflected herein. (If you need a copy of SP0600-03-R-0116, please visit our web site at <http://www.desc.dla.mil>).

2.
B1.100 SUPPLIES TO BE FURNISHED (BULK) (DESC DEC 2003)

- (a) This is an indefinite quantity type contract in accordance with Clause I81 INDEFINITE QUANTITY.
(b) The supplies to be furnished during the contract period and all associated data are as follows:

Item/Product/Specification	Estimated Quantity (USG)
Turbine Fuel, Aviation (JP8) Purchase Program No: 1.1L NSN: 9130-01-031-5816 Purchase Request Numbers: SC0600-03-0022 SC0600-03-0023 Specification: U.K. Defence Standard 91-91 Issue 4 dated 14 June 2002 (See Clause C16.08-9)	2,440,000 (20,000/day x 122 days) March 1, 2004-June 30, 2004 3,660,000 (20,000/day x 183 days) Option 1: July 1, 2004-December 31, 2004 3,620,000 (20,000/day x 181 days) Option 2: January 1, 2005-June 30, 2005

NOTE: Please note that if you are unable to supply JP8 at the beginning of the delivery period, JA1 may be supplied in accordance with the UK Defense 91-91/Issue 4 dated 14 June 2002 for a 60-day period. This will allow time for the awardee to purchase injectors and additives.

Item	Location/Activity	Method Of Delivery	Estimated Quantity (USG)	Offer Unit Price To Exclude Transportation Cost (USD/USG) Effective May 01, 2003	Unit Cost of Transportation (USD/USG)
0005	Shabaz Air Base Jacobabad, Pakistan	TT			

Note: Please provide one offer price for the basic requirement and option periods. If the Government decides to exercise the option periods, the extended contract would just continue to escalate the basic prices. See page A-48 of SP0600-03-R-0116, Clause M43.05 EVALUATION OF OPTIONS.

NOTE A: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

Basic Period:

1. The minimum quantity required is 488,000 USG.
2. The maximum quantity required is 2,440,000 USG.

Option Period 1:

3. The minimum quantity required is 732,000 USG
4. The maximum quantity required is 3,660,000 USG

Option Period 2:

5. The minimum quantity required is 724,000 USG.
6. The maximum quantity required is 3,620,000 USG.

NOTE B: The minimum/maximum daily quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The daily requirement is estimated as follows:

1. The minimum daily quantity required is 4,000 USG per day.
2. The maximum daily quantity required is 20,000 USG per day.

GENERAL NOTES:

- A. Method of Delivery: Tank Truck (TT).
- B. TT offers must be on a FOB destination basis.
- C. Delivery is required into bladders at the requiring location.
- D. Evaluation of TT mode offers will be in accordance with Clause M25.05.100, EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK) (AFGHANISTAN/ PAKISTAN) (DESC DEC 2003).
- E. Tank trucks used for this solicitation must meet the following requirements:
 1. Couplings must have 3- or 4-inch male kamlok from the truck to our system.
 2. Couplings must have 2.5-inch threaded female to the trucks.
 3. The trucks must be dedicated to jet fuel service and must have internal epoxy coating.
 4. Seals must be purchased by the awardee. The type of seals that must be ordered is the Alulock 2.0mm. The AluLock cable seal has a self-locking design and is available in variable lengths. The Alulock 2.0 comes packed in 10 pieces per bag, 250 pieces per carton.
- F. DESC will assume the title and risk of loss for the product at the FOB origin point and authorizes the awardee to arrange for transportation to the destination. DESC recognizes that the awarded will use a third party to accomplish transportation of DESC product to the destination. The awardee will provide DESC the name of the transportation company in advance of any changes in carriers for DESC security and quality approval. After title passes to the Government, the Contractor shall be liable for loss or damage to the product which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents or subcontractors.

- G. However, during transportation, and while the fuel is in the contractor's possession, the contractor shall be liable for loss or damage to the product which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agent or subcontractor. For example, the contractor assumes the risk of failure to deliver the fuel, short deliveries, theft by employees or agents, losses stemming from tampering with the trucks or altering measurement devices. The Government will assume the risk of loss for mishaps due to poor roads and hazardous driving conditions, government measurement errors, failure by the government to follow agreed upon measurement, conversion, or offloading procedures, and spills or leaks during offloading.
- H. **Quantity Determination** - Trucks will be loaded in accordance with local custom based on gross volume. This quantity will be annotated on the DD250 for information purposes only. The loaded quantity will be adjusted to net volume at 15°C in accordance with Clause F1.09 DETERMINATION OF QUANTITY and recorded on the DD250. **Payment will be made based on net volume.** The loss tolerance is 3%. The Government will require reimbursement from the contractor for any loss that exceeds this amount.
3. In accordance with Clause F1.25, DELIVERY AND ORDERING PERIODS (DESC JUL 1995), the ordering and delivery periods will be:
- (a) Ordering Period Begins: Date of Award and Ends: June 30, 2004.
Date Option Exercised and Ends: December 31, 2004 for Option Period 1.
Date Option Exercised and Ends: June 30, 2005 for Option Period 2
- (b) Delivery Period Begins: March 1, 2004 and Ends: June 30, 2004.
July 1, 2004 and Ends December 31, 2004 for Option Period 1.
January 1, 2005 and Ends June 30, 2005 + 30-day carry-over period for Option Period 2.
4. The following will be incorporated into paragraph (f) Table of Clause B19.34, ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003):

Reference Price Tabulation	
Name of Publication	Heading Under Which Reference Price is Published and Price Report
Oil Companies Advisory Committee (OCAC)	For JP-1: Into-plane price of JP-1 for technical landing/cargo flights

Product	Reference Product (Location)	Reference Price Effective May 01, 2003
JP8	JP-1	\$0.788400 USD/USG

NOTE: Product reference prices will change based on submission of the posted prices, which is published on the 15th day and final day of each month effective the following day, from the Oil Companies Advisory Committee (OCAC) under the Pakistan Government's Ministry of Petroleum.

5. No hard copy of this solicitation will be issued however, the following information must be provided with your initial offer:

Offer Schedule					
Item	Product	Quantity (USG)	Mode	(D) Dest	Shipping/FOB Point
0005	JP8		TT	D	
0005	JP8		TT	D	
0005	JP8		TT	D	

(a) State the minimum/maximum quantities for award by shipping point:

Product	Mode	Shipping Point	Minimum Qty (USG)	Maximum Qty (USG)
	TT			
	TT			
	TT			

(b) State the minimum/maximum quantities available for delivery per day:

Product	Mode	Location/Activity Point	Minimum Qty (USG)	Maximum Qty. (USG)
JP8	TT	Shabaz Air Base Jacobabad, Pakistan		
JP8	TT	Shabaz Air Base Jacobabad, Pakistan		
JP8	TT	Shabaz Air Base Jacobabad, Pakistan		

(c) State the Maximum Quantity Available per Month:

Product	Mode	Shipping Point	Maximum Monthly Quantity (USG)
JP8	TT		
JP8	TT		
JP8	TT		

(d) State the number of loading racks available at the refinery:

Refinery (ies)	Number of Loading Racks

(e) State the loading rate at the refinery (ies):

Refinery (ies)	Loading Rate

(f) State the number of storage tanks available and the storage capacity of tank:

Number of Storage Tanks	Storage Capacity of Tank(s)

(g) State where injectors will be located:

Injector Location (s)

(h) State the tank truck parcel sizes available:

Product	Mode	Shipping Point	Minimum Quantity (USG)	Maximum Quantity (USG)
JP8				

(i) State the name/address of the trucking company (ies) utilized to transport the product to the destinations:

Product	Mode	Name/Address of Trucking Company

(j) Please provide DUNS number: _____

5. Acceptance of the terms and conditions of RFP SP0600-03-R-0116 and Amendments 0001 - 0005 are required and must be stated in the offer.

6. **Certifications & Representations:** If you submitted an offer under RFP SP0600-03-R-0116, please confirm in writing that the certifications and representations of the offer remain in effect for your offer under RFP SP0600-03-R-0116-0003.

7. Closing date and time for this solicitation is January 7, 2003 at 1:00 p.m. (1300 hours), local time, Ft. Belvoir, Virginia, USA.

8. Offers received after the date and time specified above will be considered late in accordance with paragraph (f) to Clause L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC SEP 2000).

9. The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

January 7, 2004	INITIAL OFFER CLOSING DATE (1:00 P.M.)
January 13, 2004	NEGOTIATIONS OPEN
January 28, 2004	NEGOTIATIONS CLOSE

10. Please see the following clauses (attached) that are updated from the basic solicitation, SP0600-03-R-0116:

- (a) 11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)
- (b) 11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)
- (c) E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)
- (d) E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)
- (e) H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)

11. Please see the following clause (attached) that is updated from the basic solicitation, SP0600-03-R-0116 and needs to be completed and returned.

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
(ALTERNATES I/II) (JUN 2003/APR 2002/OCT 2000)**

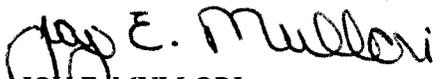
12. The following clauses have been added from the basic solicitation, SP0600-03-R-0116:

- (a) I90 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)**
- (b) M25.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK)
(AFGHANISTAN/PAKISTAN) (DESC DEC 2003)**

13. The following clauses have been deleted from the basic solicitation, SP0600-03-R-0116:

- (a) I92 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2003) (DEVIATION)**
- (b) M25.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK)
(AFGHANISTAN/PAKISTAN) (DESC SEP 2003)**

12. The facsimile transmission number is (703) 767-8506. If for any reason you experience any difficulties with this number, or if you have questions concerning this solicitation please contact Contract Specialist, Deborah Corbin at telephone (703) 767-9296.


JOYE MULLORI
Overseas Contracting Officer
Bulk Fuels Division

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)

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

52.233-3, Protest After Award (31 U.S.C. 3553).

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

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (Jun 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (Jun 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(14) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).

(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

11.04 CONT'D

- (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- (22) (i) 52.225-3, Buy American Act – North American Free Trade Agreement – Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - (ii) Alternate I (May 2002) of 52.225-3.
 - (iii) Alternate II (May 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (Oct 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restriction on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 1984) of 52.247-64.

11.04 CONT'D

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

[Contracting Officer shall check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003); ([] Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (APR 2003); ([] Alternate (APR 2003)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([] Alternate I (MAR 2000));

II.05 CONT'D

([] Alternate II (MAR 2000)); ([] Alternate III (MAY 2002)) (10 U.S.C. 2631).

[X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

[] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

[X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES

(CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

E22 CONT'D

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 ²	Egypt	400	Laos	350 ¹	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 ¹
Armenia	200	Europe (Continental)	200	Malaysia	350 ¹	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 ¹	South America	111
Australia	350 ¹	Greenland	200	Malta	200	Sri Lanka	350 ¹
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 ¹
Bangladesh	350 ¹	India	350 ¹	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 ¹	Myanmar	350 ¹	Thailand	350 ¹
Bhutan	350 ¹	Ireland	200	Nepal	350 ¹	Turkey	200
Brunei	350 ¹	Iraq	400	New Zealand	350 ¹	Turkmenistan	400
Cambodia	350 ¹	Israel	200	Oman	400	United Arab Emirates	400
Canada	120	Japan	340	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Johnston Atoll	310	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Jordan	400	Papua New Guinea	310	Vietnam	350 ¹
Central America	111	Kazakhstan	400	Philippines	350 ¹	Wake Island	310
Chagos Archipelago	300	Kenya	400	Qatar	400	Yemen	400
Comoros	200	Korea	330	Ryukus Islands, Japan	340		
Cyprus	200	Kuwait	400				

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(c) INSPECTION OFFICES AND CODES.

110. DESC Americas -- East
 Federal Building, Room 1005
 2320 LaBranch Street
 Houston, TX 77004-1091
 Phone: (713) 718-3883
 FAX: (713) 718-3891

111. DESC Homestead
 360 Coral Sea Blvd.
 Homestead AFB, FL 33039-1299
 Phone: (305) 258-7454/55/56
 FAX: (305) 258-7761

E22 CONT'D

120. DESC Americas -- West
3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 241-2800
FAX: (310) 241-2835/2836
200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³
300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710
310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710
320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517
330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
[Location: Camp Walker, Taegu, Korea]
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³

E22 CONT'D

340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³

350. DESC Singapore
PSC 470, Box 2700
FPO AP 96534-2700
Phone: 65-287-7626³
FAX: 65-288-6540³

400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

³ Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)

(a) Commercial bills of lading should not be used in the performance of this contract. The official record for the cargo lifts under DESC bulk fuels contracts is the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(b) If a fuel Contractor requires the use of a commercial bill of lading for record purposes, the bill of lading must clearly state, on the original and all copies, the following:

“NONNEGOTIABLE INSTRUMENT – DD FORM 250-1 IS THE OFFICIAL DOCUMENT FOR THIS GOVERNMENT CARGO.”

(DESC 52.246-9FG5)

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

H19.02 CONT'D

AREA OF LIFT (SHIPMENT)

DESC ADDRESS AND TELEPHONE NUMBER

Alabama, Arizona, Arkansas, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

Defense Energy Support Center - Houston
 2320 La Branch Street, Suite 1005
 Houston, TX 77004-1091
 TELEPHONE: 713-718-3883
 DSN: 940-1373
 FAX: 713-718-3891/3899

California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming

Defense Energy Support Center - Los Angeles
 3171 N. Gaffey Street
 San Pedro, CA 90731-1099
 TELEPHONE: 310-900-6960
 FAX: 310-900-6976

Alaska and Aleutians

Defense Energy Support Center - Alaska
 Elmendorf AFB AK 99506-5000
 TELEPHONE: 907-552-3760/2857/4650
 TWX: 907-753-0517

(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	<u>FOOTNOTE</u>
Afghanistan	2	Marianas	3
Africa (except countries assigned to DFR Middle East)	1	Mediterranean Sea countries	1
Alaska	3	New Zealand	3
Australia	3	Oman	2
Bahrain	2	Pakistan	2
Burma	3	Philippines	3
Djibouti	2	Qatar	2
East Indies	3	Ryukyu Islands	3
Egypt	2	Saudi Arabia	2
Ethiopia	2	Somalia	2
Europe (continental)	1	South Pacific Islands	3
Hawaii	3	Sri Lanka	3
Indian Ocean countries	3	Sudan	2
Japan	3	Taiwan	2
Jordan	2	Thailand	3
Kenya	2	Turkey	1
Korea	3	United Arab Emirates	2
Kuwait	2	United Kingdom	1
Malaya	3	Yemen	2

H19.02 CONT'D

FOOTNOTES:

1. DESC Europe
American Arms Hotel
August STR 6 Box 224
65189 Wiesbaden, Germany

Phone:
COM 49-611-380-7666
FAX 011 49-611-380-7412

2. DESC Middle East
PSC 451, Box DESC-ME
FPO AE 09834-2800

Phone: Awali, Bahrain
DSN (318) 439-4650
COM 011-973 17-85-4650
FAX 011-973 17-85-4670/4655

3. DESC Pacific
Box 64110
Camp H M Smith HI 96861-4110

Phone:
COM (808) 477-6692
FAX (808) 477-5710

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

DATA

DD FORM 250 BLOCK NO./DATA

A. National stock number	16 Enter as cited
B. Quantity	17 Enter as cited
C. Contract number	1 Enter as cited
D. Contract line item number	15 Enter as cited
E. Shipment number/SUPAAC	2 Enter as cited
F. Day commenced loading/pumping	16 Enter for pipeline, if cited
G. Bill of lading (B/L) number	4 Enter as cited, for f.o.b. origin shipments only
H. Delivery order number	1 Enter as cited
I. Final shipment indicator	2 Enter, if cited, after "Shipment No."

H19.02 CONT'D

- J. Product Shipment Day 3 Enter as cited, for f.o.b. origin shipments only
- K. Product receipt day 22 Enter as cited, for other than f.o.b. origin shipments
- L. Mode of shipment 4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.
(DESC 52.242-9FQ1)

190 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(FAR 52.225-13)

M25.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK)
(AFGHANISTAN/PAKISTAN) (DESC DEC 2003)

(a) The Government will award f.o.b. destination contracts under this solicitation for **JP8** based on the overall lowest laid-down cost for the entire program. In order to maintain operational readiness, each refinery source will be limited to 150,000 USG per day to include any product already on contract to support Bagram Air Base, Bagram, Afghanistan during the solicited delivery period.

For Example:

Bagram Air Base is currently being supplied from the Parco Refinery for the amount of 100,000 USG per day; the most that will be awarded on this solicitation from the Parco Refinery will be 50,000 USG per day (6,900,000 USG).

(c) The Contractor is required to use the same refinery sources during the life of the contract unless the Contracting Officer authorizes another source.

(DESC 52.211-9F17)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(JUN 2003/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;

K1.01-10 CONT'D

(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 in the United States or its outlying areas. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

- is
- is not

a small business concern.

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it--

- is
- is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it--

- is
- is not

a service-disabled veteran-owned small business concern.

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- is
- is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

K1.01-10 CONT'D

(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).

K1.01-10 CONT'D

(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: _____.

K1.01-10 CONT'D

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 (APR 2003) (DFARS 252.225-7020). **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (APR 2003), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS 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.

K1.01-10 CONT'D

(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 (APR 2003) (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 (APR 2003) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT -- 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

K1.01-10 CONT'D

- (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.