

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY _____ CODE _____	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____ 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO _____ CODE _____	16. ADMINISTERED BY _____ CODE _____
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17a. CONTRACTOR/OFFEROR _____ CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY _____ CODE _____
TELEPHONE NO. _____	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>		
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	31c. DATE SIGNED

**OFFERORS ARE REQUIRED TO ENSURE THAT THE FOLLOWING FORMS AND/CLAUSES ARE COMPLETED AS REQUIRED, AND AS APPLICABLE ON THE ORIGINAL SOLICITATION, AND BE RETURNED BY THE STATED CLOSING DATE: 06 FEBRUARY 2004**

- 1. STANDARD FORM 1449 (SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS)**
- 2. OFFEROR PRICE BREAKDOWN SHEETS FOR JET A-1 & JP8 (Attachment 1)**
- 3. DESC CLAUSE B15.02, SCHEDULE OF SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED (OVERSEAS INTO-PLANE) (DESC FEB 2003)**
- 4. DESC CLAUSE B19.38 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (OVERSEAS INTO-PLANE) (DESC MAR 2003)**
- 5. DESC CLAUSE G9.07, ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC FEB 2003)**
- 6. DESC CLAUSE G162.04, EXCHANGE RATES - ADJUSTMENT FOR FLUCTUATION (INTO-PLANE) (DESC DEC 1999)**
- 7. DESC CLAUSE I28.17, TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)**
- 8. DESC CLAUSE K1.01-10, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/II) (DEC 2003/APR2002/OCT 2000)**
- 9. DESC CLAUSE K1.05, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**
- 10. DESC CLAUSE K33.01, AUTHORIZED NEGOTIATORS (DESC JAN 1998)**
- 11. DESC CLAUSE K86 FOREIGN TAXES (DESC JUN 1987)**

**SCHEDULE**

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

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

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

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

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

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

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

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

(4) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after the end of the stated delivery period.

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

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

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

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

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

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

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

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

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

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



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

<u>NAME/ DESCRIPTION OF FEE AND/OR CHARGE</u>	<u>AMOUNT OF FEES AND/OR CHARGES PER USG AND GRADE OF PRODUCT APPLICABLE</u>
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**V. NONPRODUCT ITEM CHARGES NOT INCLUDED IN THE UNIT PRICE ABOVE.**

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

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

**VII. ADDITIONAL INFORMATION.**

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

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

B. Does your company have a web site?     Yes     No

If yes, what is the web address? \_\_\_\_\_

C. Does your company have email capability?     Yes     No

If yes, what is your email address? \_\_\_\_\_

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

**VIII. NOTES/EXCEPTIONS.**

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

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

(DESC 52.207-9F40)

**B19.38 ECONOMIC PRICE ADJUSTMENT (OVERSEAS INTO-PLANE) (DESC MAR 2003)**

**WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

**PART A  
DEFINITIONS**

As used throughout this clause--

- (a) The term **award price** means the unit price set forth opposite the item in the Schedule.
- (b) The term **reference price** means the independent index set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.
- (c) The term **independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor.
- (d) The term **date of delivery** means the date and time product under this contract is delivered into-plane.

**PART B  
ADJUSTMENTS**

- (a) For administrative purposes only, the award price will be the offer price adjusted to reflect reference price changes to the date of award.
- (b) The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, as measured in U.S. dollars, per like unit of measure.
- (c) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication. The Contracting Officer will issue a notification to reflect any change pursuant to this provision. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer. The Contractor may notify the Contracting Officer, Defense Energy Support Center, of any change in the reference price by facsimile for the purposes of verification.
- (d) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.
- (e) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.
- (1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
- (2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, until the Contracting Officer issues either a contract modification to raise the ceiling or written notification that the ceiling will not be raised.
- (f) **REVISION OF REFERENCE PRICE INDICATOR.** In the event--
- (1) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
- (2) The Contracting Officer determines that the reference price indicator consistently and substantially failed to reflect market conditions--
- the parties shall agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

**PART C  
OTHER PROVISIONS**

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

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

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

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

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

(f) All reference prices must be stated in U.S. dollars per U.S. gallon. Conversion for exchange rates are in accordance with the EXCHANGE RATES - ADJUSTMENT FOR FLUCTUATION clause.

(g) **TABLE.**

I	II	III	IV	V	VI
Item No. <u>(listed items)</u>	Name of <u>publication</u>	Heading under which reference price is published and <u>name of product</u>	Location where reference price <u>is applicable</u>	Method of delivery applicable to the <u>reference price</u>	Reference price as of <u>05 January 2004</u> (date) <u>(excludes all taxes)</u>

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

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

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

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

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

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

**(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

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

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

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

**(h) NOTICE TO FOREIGN SUPPLIERS.**

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

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

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

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.  
(DESC 52.232-9FJ1)

**G162.04 EXCHANGE RATES - ADJUSTMENT FOR FLUCTUATION (INTO-PLANE) (DESC DEC 1999)**

(a) **BASE EXCHANGE RATE.** This contract will be paid in U.S. dollars and all offered prices and taxes not included in offered prices are converted to U.S. currency. The base exchange rate for conversion to U.S. currency is \_\_\_\_\_ per U.S. dollar effective \_\_\_\_\_ in accordance with \_\_\_\_\_  
(date) (bank, publication, etc.)

(b) **ADJUSTMENTS PRIOR TO AWARD DECISION.** No adjustments for fluctuations in exchange rates are authorized prior to award.

(c) **ADJUSTMENT TO UNIT PRICES.** After award, no more than one adjustment per month shall be made for fluctuating exchange rates and only if the aggregate adjustment exceeds \$250 (U.S.) for all items of the contract based upon the average prior month's exchange rate and the quantities delivered the previous month. However, anytime there is a reference price change, adjustment for a fluctuating exchange rate is authorized in conjunction with the price change using the prior month's average exchange rate. Notification of adjustments for foreign currency fluctuations is as stated in the ECONOMIC PRICE ADJUSTMENT clause. If there have been no changes in the reference price in any month, authorized adjustment for fluctuating exchange rates as detailed above shall be effective on the 10th day of the following month.

**NOTE:** In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, all taxes applicable to every delivery under the contract are included in the unit price. Taxes not applicable to each delivery (local flights, exempted aircraft, etc.) are expressed separately in the schedule of the SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED clause.

(DESC 52.232.9FL5)

**I28.17 TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)**

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

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

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

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

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

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

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

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

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

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

(5) **COMMON PARENT.**

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

(c) **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.

(d) **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.

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

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(e) **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))

**(f) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

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

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

- are
- are not

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

(2)  have or  
 have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- are or
- are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

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

(1) List End Product.

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

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

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

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

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

(FAR 52.212-3/Alternates I/II)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

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

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

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

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

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

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

(DFARS 252.212-7000, tailored)

**K33.01 AUTHORIZED NEGOTIATORS (DESC 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.

\_\_\_\_\_  
\_\_\_\_\_

SC 52.215-9F28)

**K86 FOREIGN TAXES (DESC JUN 1987)**

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

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

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

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

# OFFEROR PRICE BREAKDOWN SHEET

INTO-PLANE [Jet A & Jet A-1, JP8]

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

**REFERENCE DATE:** January 5, 2004

## INTO-PLANE

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

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

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

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

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

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

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

**INTO-PLANE FEE:** Offer will be evaluated in accordance with Clause M57. \$ \_\_\_\_\_ E.

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

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

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

• **POSTED AIRPORT PRICE** (for **05 January 2004** Reference Date) w/o taxes (i.e., State/FET):

\$ \_\_\_\_\_ [COMMERCIAL PRICE]

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

OPIS :

PLATTS:

**NOTE:** Prices will change on [ ] Monday [ ] Tuesday [ ] Weekly [ ] Other \_\_\_\_\_