

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 of 14
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE July 24, 2003		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 FAX (703) 767-8506 BUYER/SYMBOL: HEIDI OERTLEY/DESC-PEC PHONE: (703) 767-9506		7. ADMINISTERED BY (If other than Item 6) CODE	
3. EFFECTIVE DATE July 24, 2003		CODE SP0600		1.8K	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			9a. AMENDMENT OF SOLICITATION NO. SP0600-03-R-0037		
			9b. DATED (SEE ITEM 11) 31 JANUARY 2003		
			10a. MODIFICATION OF CONTRACT/ORDER NO.		
			10b. DATED (SEE ITEM 13)		
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF MUTUAL AGREEMENT OF THE PARTIES AND CLAUSE I1.03-3, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
SP0600-03-R-0037		TURKEY PC&S		PURCHASE PROGRAM 1.8K	
SEE ATTACHED					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

A. **ACKNOWLEDGE THIS AMENDMENT.** All offerors are reminded to acknowledge receipt of this amendment by completion of Blocks 8, 15A, 15B, and 15C of this form and return to DESC by July 21, 2003 (ten days before the tentative closing time and date of negotiations – 3:00 pm local time July 31, 2003, Ft. Belvoir, VA.) These ten days will provide DESC and each Offeror an opportunity to clear up any last minute negotiation issues. The DESC facsimile number is 703-767-8506.

B. **COMPLETE CLAUSES K1.01-10 AND K15.03** (Added to the Offeror Submission Package-OSP)

Clause K1.01-10 has replaced Clause K1.01-9. Based on statutory changes (changes in U. S. laws), Clause K1.01-9 has been deleted in its entirety after the closing date of Solicitation SP0600-03-R-0037 and replaced by Clause K1.01-10. A recent policy change also added Clause K15.03 the OSP package for SP0600-03-R-0037. Clauses K1.01-10 and K15.03 must be completed by each offeror, returned to DESC as part your acknowledgement of Amendment 0002 to Solicitation SP0600-03-R-0037 by facsimile, is now required each offeror complete Clause K1.01-10 and return to DESC by close of business on July 21, 2003 (ten days before the tentative closing date of negotiations). These ten days will provide DESC and each Offeror an opportunity to clear up any last minute negotiation issues.

C. **OFFEROR SUBMISSION PACKAGE (OSP) CLAUSES TO BE DELETED, AND ADDED:**

Delete

K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (ALT I)
(APR 2001/OCT 2000) on pages OSP-2 - OSP-9.

Add

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (ALTS I/II)
(JUL 2002/APR 2002/OCT 2002) on pages OSP-2 - OSP-9.
K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

D. **SOLICITATION CLAUSES TO BE DELETED, REPLACED, AND ADDED:**

Delete

B1.100 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC 2003) on pages 5 and 6.

Replace with

B1.100 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC 2003) on pages 5 and 6.

B1.100 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC JAN 2003)

- a) The minimum and maximum quantities are defined in paragraph (b)
b) The supplies to be furnished during the contract period and all associated data are as follows:

ITEM	SUPPLIES, DELIVERY POINTS, METHODS OF DELIVERY	ESTIMATED 2-YEAR QUANTITY
-77	GASOLINE, AUTOMOTIVE, PREMIUM UNLEADED, MTP NSN: 9130-01-466-9213 TURKISH SPECIFICATION: TUPRAS 240 OR COMMERCIAL EQUIVALENT	2,540,000 U.S. Gallons
-80	FUEL OIL, DIESEL, REGULAR GRADE, T54 NSN: 9140-27-000-9009 TURKISH SPECIFICATION: TUPRAS 410 OR COMMERCIAL EQUIVALENT, EXCEPT WHERE OTHERWISE NOTED.	4,470,000 U.S. Gallons
	TOTAL:	7,010,000 U.S. Gallons

c) In accordance with Clause I86.12.100, DELIVERY-ORDER LIMITATION – SCOPE OF CONTRACT (TURKEY PC&S), the minimum quantity the Government is required to order is ten percent (10%) of the total estimated solicitation quantity. This is **701,000** U. S. Gallons.

- d) The total estimated quantity under this solicitation is **7,010,000** U.S. Gallons

TO ALL OFFERORS:

Offered prices for all of the line items listed above in Clause B1, SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) should be listed in the appropriate space provided in the attached Offeror Submission Package.

All products shall be furnished by F.O.B. Destination via tank truck with pump and meter.

As stated in clause M72.03-1, EVALUATION FACTORS FOR BEST OVERAL VALUE, the Government is more interested in obtaining quality performance than lowest price. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors: Past performance, and Price.

DO NOT include any taxes in offered prices. The U.S. Government is tax exempt. Tax exemption certificates called Beyannames are processed to permit tax exempt status from the time product is pulled from the refinery

REQUIRED INFORMATION FOR SUBMISSION WITH OFFER

1. Offer prices for primary diesel items 760-80, 761-80, 850-80, 850-801, 850-802, 860-80, and 875-80 must be for TUPRAS 410 only. For each primary diesel line item and its associated offer price (in US dollars per US gallon), include the name/location of the source TUPRAS 410 refinery. If awarded any primary diesel item, source for all delivered quantities under that particular item will be TUPRAS 410 and the same source refinery as designated in the offer. The quantity for each primary diesel item is 70% of the total diesel requirement at a specific location. DO NOT SUBMIT an offer price on TUPRAS 400 for any diesel item.

2. Offer prices for alternate diesel items, 760-801, 761-801, 850-803, 850-804, 850-805, 860-801, and 875-801 may be for TUPRAS 410 or an acceptable commercial equivalent. For each alternate diesel line item and its associated offer price (in US dollars per US gallon), include the name/location of the source of TUPRAS 410 or the acceptable commercial equivalent refinery. If awarded any alternate diesel item, source for all delivered quantities under that particular item will be TUPRAS 410 or the acceptable commercial equivalent product and the same source refinery as designated in the offer. The quantity for each alternate diesel item is 30% of the total diesel requirement at a specific location. DO NOT SUBMIT an offer price for TUPRAS 400 for any diesel item.

B1.100 (CONT'D)

3. Offer prices for automotive gasoline, premium unleaded may be for either or both TUPRAS 240 or any commercial equivalent, such as ATAS Premium Unleaded Gasoline.
4. Separate offer prices may be submitted for the TUPRAS product or any commercial equivalent. However, it is IMPORTANT to state the Offer Price, the product, and line item being offered on.
5. If an offer price is submitted on any one of the diesel items 850-80, 850-801, and 850-802, an offer price must be submitted on each of the other items. Award will be made on an "All or None" basis.
6. If an offer price is submitted on any one of the diesel items 850-803, 850-804, and 850-805, an offer price must be submitted on each of the other items. Award will be made on an "All or None" basis.

SPECIAL NOTES

1. Best efforts will be made by all parties to maintain the highest degree of accuracy in scheduling and ordering. Any requests by the U.S. Government for cancellations or quantity changes to previously placed delivery orders must be made in writing or by wire message no later than 72 hours before the scheduled delivery date. If the U. S. Government fails to give such notice and cannot accept all ordered product at the original destination, a nearby destination shall be designated by the U.S. Government to receive the product. The U.S. Government shall then pay Contractor either (a) \$400.00 per tank truck so diverted, or (b) the difference in contract prices between the original destination and the final destination, whichever is higher.
2. **Important:** All Ordering Officers are to make every attempt in placing orders for no less than the minimum delivery figure (single TT load) for each required line item.
3. To obtain beyannames (tax exemption certificates) in advance, the U.S. Government will process three (3) month quarterly projections of "lift" quantity for tank truck deliveries with the appropriate Turkish government officials. These projections will also be forwarded to the Contractor at least fifteen (15) days in advance of the first day of the quarterly projection. The actual orders with specific delivery dates will be processed via the web-based Paperless Ordering and Receipt Transaction Screens (PORTS) system. Except for emergency situations, U.S. Air Force ordering offices will not place orders (via PORTS) requiring delivery within the last five (5) days of the month designated in the quarterly "lift" projection.
4. In the event of a conflict between the U.S. Government's and the Contractor's specification testing, Contractor will maintain its own truck samples, and assign testing to an acceptable independent "referee" laboratory. Contractor is responsible for the costs incurred for the testing conducted by the "referee" laboratory. In the event the U.S. Government determines the Contractor is not at fault, the Contractor will be reimbursed for properly documented costs incurred for the testing conducted by the "referee" laboratory. It is understood, however, that this provision is not interpreted to mean that either the U.S. Government or Contractor gives up its rights under the "DISPUTES" clause.
5. Quantities for deliveries to Incirlik shall be net 15 degrees Celsius (Deg C) and corrected to U.S. Gallons using 0.264172 U.S. Gallons per liter (3.7854 liters per U.S. Gallon). The activities will utilize Contractor mobile meters to determine gross liters and determine the temperature from the trucks in order to volume correct back to 15 Deg C. This quantity shall be used for comparison to origin delivery note "net 15 Deg C" quantity. For invoicing purposes, Contractor origin delivery note "net 15 Deg C" quantity shall be used unless the variation is greater than 0.5%, Contractor shall invoice using the destination meter "net 15 Deg C" quantity. Contractor may install an automatic temperature meter at destination for determination of net liters at 15 Deg C.
6. For Ankara/Istanbul/Izmir/Yumurtalik/Adana Water Plant deliveries, less than full loads constitute the majority of the deliveries. The activity will utilize Contractor truck meters to determine gross quantity at ambient temperature and the Contractor shall invoice accordingly. In instances where the availability of metered trucks is lessened due to unusually large or urgent delivery orders, Contractor reserves the right to deliver products by unmetered trucks, with all loading and discharge points effectively (numerically) sealed. The amount of fuel to be invoiced for these unmetered truck deliveries shall be the quantity shown on Contractor signed delivery tickets provided than any difference between such quantity and that which may be determined by the government at the destination does not exceed ½ of 1%.

B1.100 (CONT'D)

7. For all dedicated U.S. installation roads, the U.S. Government shall make best efforts in maintaining suitable access road conditions throughout the year. During the winter season, whenever available, the U.S. facilities will make a best attempt to provide towing assistance. Accordingly, Contractor shall notify its depot managers to ensure that adequate sets of snow chains will be on board those vehicles dedicated for those deliveries.

8. Contractor in accordance with the provisions of Clause I1.03-1, paragraph (a) INSPECTION/ACCEPTANCE, certifies that only those products that have been inspected and conform with the TUPRAS specifications as set forth in this contract will be supplied. Quality Assurance Representative(s) for the government's using activities.

9. In accordance with Clause L54 SITE VISIT, it is recommended that potential Contractors consider site visits for any location/item of interest. For example, only smaller trucks are able to travel narrow, hilly streets to access tanks for items located in Istanbul (860-77, 860-80, 860-801).

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

(JUL 2002/APR 2002/OCT 2000)

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

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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

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

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

K1.01-10 (CONT'D)

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

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

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

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

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

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

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

(4) TYPE OF ORGANIZATION.

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

(5) COMMON PARENT.

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

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

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

- is
- is not

a small business concern.

K1.01-10 (CONT'D)

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

is
 is not

a veteran-owned small business concern.

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

is
 is not

a service-disabled veteran-owned small business concern.

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

is
 is not

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

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

is
 is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

K1.01-10 (CONT'D)

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- is
- is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

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

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- is
- is not

K1.01-10 (CONT'D)

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

[] has
[] has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

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

[] is
[] is not

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

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

(i) It--

[] is
[] is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

K1.01-10 (CONT'D)

(ii) It--

is

is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER

11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

has

has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

K1.01-10 (CONT'D)

(ii) It--

- has
- has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- has developed and has on file
- has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

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

(Insert line item no.)

(Insert country of origin)

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

(1) For all line items subject to the BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product;
and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

K1.01-10 (CONT'D)

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

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

(Insert line item number)

(Insert country of origin)

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

(Insert line item number)

(Insert country of origin)

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

(Insert line item number)

(Insert country of origin (if known))

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

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

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

are

are not

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

(2) have or

have not,

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

are or

are not

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

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

K1.01-10 (CONT'D)

(1) List End Product.

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

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(FAR 52.212-3/Alts I/II)

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

(a) The offeror certifies that--

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

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

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

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

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

K15.03 (CONT'D)

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

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

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

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

(FAR 52.203-2)