

**Kentucky-Ohio Gas
Acquisition Corporation**

Providing

Natural Gas Service

to

**Federal Correctional
Institute**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1995

July 24, 1995

PURSUANT TO 807 KAR 6-011,
SECTION 9 (1)

BY *Alvin L. Linn*
DIRECTOR, RATES & RESEARCH DIV.

Contract No. GS-04P-95-EWC-0134



General Services Administration
 Southeast Sunbelt Region
 401 West Peachtree Street
 Atlanta, GA 30365-2550

CERTIFIED MAIL
 RETURN RECEIPT REQUESTED

July 24, 1995

Mr. Jeffrey J. Brown
 KOG Acquisition Corporation
 2560 Hoods Creek Pike
 Ashland, KY 41102

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

Re: Contract No. GS-04P-95-EWC-0134
 Natural Gas Service
 Federal Correctional Institute
 Ashland, KY

NOV 09 1995

PURSUANT TO 507 KAR 5011,
 SECTION 3 (1)

BY *Floria Standifer*
 DIRECTOR, BIDS & RESEARCH DIV.

Dear Mr. Brown:

Your company is hereby awarded the above referenced contract to provide firm natural gas service to the Federal Correctional Institute, Federal Prison Camp and Staff Housing at Old State Road 716, Ashland, KY. The estimated annual cost is \$345,722.80.

The administration of this contract will be handled by the Federal Correctional Institute in Ashland, KY. It will be necessary for you to submit monthly invoices for this service to the address shown on the Standard Form 33, Solicitation Offer and Award, Item Number 25.

If you have any questions, please contact Floria Standifer at 404/331-5844.

Sincerely,

Susan J. Odom
 Contracting Officer
 Contracts Branch (4PMR)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 3 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. GS-04P-95-EWC-0134	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/13/95	6. REQUISITION/PURCHASE NO. 4PMFE-95-0017
7. ISSUED BY GSA, PBS, Contracts Division (4PP) Suite 2500 401 West Peachtree St. NW Atlanta GA 30365-2550		8. ADDRESS OFFER TO (If other than Item 7) GSA Office of Enterprise Development 401 West Peachtree ST NW Suite 2832 Atlanta GA 30365-2550			

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item No. 8 until 3:00 local time 05/16/95 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Floria Standifer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404) 331-5845
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	<input type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR KOG Acquisition Corporation 2560 Hoods Creek Pike Ashland, Kentucky 41102	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Jeffrey J. Brown
15B. TELEPHONE NO. (include area code) 606-324-3920	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE <i>Jeffrey J. Brown</i>
			18. OFFER DATE May 12, 1995

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION BY <i>[Signature]</i> RESEARCH DIVISION & RESEARCH DIV
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (1) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input type="checkbox"/> ITEM 25
24. ADMINISTERED BY (If other than Item 7) CODE Federal Correctional Institute P.O. Box 888 Ashland, KY 41105		25. PAYMENT WILL BE MADE BY CODE Federal Correctional Institute Attn: Michael McDowell Old State Road 716, P.O. Box 888, Ashland, KY 4110
26. NAME OF CONTRACTING OFFICER (Type or print) Susan J. Odom	27. UNITED STATES OF AMERICA <i>Susan J. Odom</i> (Signature of Contracting Officer)	28. AWARD DATE 7/24/95

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SCHEDULE

ITEM NUMBER	OPT IND	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
-------------	---------	----------------------	-----	------	------------	--------

 * The following line items are to be delivered to the site indicated below: *
 * KY0002ZZ US POST OFFICE *
 * 1645 WINCHESTER AVENUE *
 * ASHLAND KY 41101 *

0001-0001

10 YR

Provide Natural Gas Utility Service
 Provide Firm natural gas service for
 the Federal Correctional Institute,
 Federal Prison Camp, and Staff Housing
 Old State Road 716
 P.O. Box 888
 Ashland, KY 41105
 for a period of 10 years. Estimated
 annual consumption is 173,375 Mcf.
 Service shall be provided in accordance
 with Section C of this contract.

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 5.011,
 SECTION 9 (1)
 BY John H. Francis
 DIRECTOR, UTILITIES & RESEARCH DIV.

SEE ATTACHED PAGES 1 & 2 FOR NATURAL GAS PRICING

GAS SERVICE/PRICES

The Contractor shall install, own, operate, and maintain facilities necessary to supply and deliver firm natural gas service to the main facility of the U.S. Department of Justice's Federal Correctional Institution (FCI or Government) located 4 miles west of Ashland, Kentucky, on Old State Route 716, at the price set forth below. The Contractor's gas distribution system shall be operated and maintained by the Contractor in compliance with all applicable laws, rules, permits, and regulations promulgated by all appropriate governmental authorities. The price set forth below is for the gas delivered to the FCI and is inclusive of charges of all services or all costs such as, but not limited to, gathering, compression, dehydration, processing, transportation, nomination, dispatching, balancing, other facilities, allowances for fuel, all shrinkage, losses, unaccounted for gas, franchise fees, all taxes, and any other costs needed to provide the gas service.

<u>Contract Line Item</u>	<u>Estimated Annual Quantity (Thousands)</u>	<u>Unit</u>	<u>Unit Base Gas Price (\$/Mcf)</u>	<u>Estimated Annual Price (\$)</u>
Firm Gas Service	100,224	Mcf	\$3.45	\$345,772.80

This is a Requirements Contract for the gas services specified herein, and effective for the period stated in Section F of this solicitation.

PUBLIC SERVICE COMMISSION
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ECONOMIC PRICE ADJUSTMENT

NOV 09 1995

- a) The Unit Base Gas Price specified above shall be adjusted up or down at the end of the first year of service to reflect the change in the spot price of gas during that year as compared with the 12 months immediately preceding the first contract year. This economic price adjustment shall adjust the Unit Base Gas Price by a certain percentage based on the formula given in paragraph (c) below. The first day of the second contract year shall be the effective date of the Adjusted Unit Base Gas Price.
- b) Not more than 15 calendar days after the end of the first contract year, the Contractor shall submit to the Contracting Officer the following documentation:
 - 1) The calculations setting forth the proposed Adjusted Unit Base Gas Price using the formula given in paragraph (c) below.
 - 2) Copies of the Inside FERC's Gas Market Report's, Prices of Spot Gas Delivered to Pipelines, "Tennessee Gas Pipeline Co. La. & Offshore (zone 1)," for the first issue of each month of the 12 months immediately preceding the first contract year and for the 12 months comprising the first contract year.
- c) Calculation of the Adjusted Unit Base Gas Price shall be in accordance with the following:

- 1) Compute the arithmetic average price of spot gas reported for "Tennessee Gas Pipeline Co. La. & Offshore (zone 1)," as published in Inside FERC's Gas Market Report's, Prices of Spot Gas Delivered to Pipelines, using the first issue of the month for the 12 full months prior to the first contract year. This arithmetic average price shall be called "previous year price".
- 2) Compute the arithmetic average price of spot gas reported for "Tennessee Gas Pipeline Co. La. & Offshore (zone 1)," as published in Inside FERC's Gas Market Report's, Prices of Spot Gas Delivered to Pipelines, using the first issue of the month for the 12 full months of the first contract year. This arithmetic average price shall be called "first year price".
- 3) Subtract the "previous year price" from the "first year price", and then divide the difference by the "previous year price". This quotient shall then be multiplied by 100 to arrive at percentage change (+ or -) to two decimal places. This percentage change shall be applied to the Unit Base Gas Price to arrive at a Price Adjustment (+ or -) for the second contract year. This Price Adjustment (+ or -) shall then be added to the Unit Base Gas Price resulting in the Adjusted Unit Base Gas Price for the second contract year. These calculations are symbolically expressed below:

$$1. \frac{\text{first year price} - \text{previous year price}}{\text{previous year price}} = \text{quotient (+ or -)}$$

$$2. \text{quotient (+ or -)} \times 100 = \text{percentage change (+ or -)}$$

$$3. \text{percentage change (+ or -)} \times \text{Unit Base Price} = \text{Price Adjustment (+ or -)}$$

$$4. \text{Price Adjustment (+ or -)} + \text{Unit Base Gas Price} = \text{Adjusted Unit Base Gas Price}$$

- d) Upon the Contracting Officer's receipt of the data required by this paragraph, the Contracting Officer shall promptly verify the data and calculations of the Adjusted Unit Base Gas Price for the second quarter contract year and shall issue a unilateral contract modification reflecting the adjusted price.
- e) This procedure shall be repeated after each successive contract year for the full term of this arrangement.
- f) The unit price per Mcf will be adjusted on an equivalent basis with any modifications to Tennessee Gas Pipeline's maximum filed firm transportation rate schedule FTG at 100% load factor.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 8.011,
SECTION 9 (1)

BY [Signature]
DIRECTOR OF UTILITIES & RESEARCH DIV.

SECTION B - SUPPLIES OR SERVICES

The Contractor, at its expense, shall furnish, install, operate and maintain all facilities required to furnish natural gas service to the specified delivery point as outlined in Section C.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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NOV 09 1985

PURSUANT TO 807 KAR 8.011,
SECTION 9 (1)

BY *Robert L. Hester*
DIRECTOR, UTILITIES & RESEARCH DIV.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 5.011,
SECTION 3(1)

BY: *Walter G. ...*
DIRECTOR/STATES & RESEARCH DIV.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NATURAL GAS SERVICE

(a) The Contractor shall provide to the Federal Correctional Institution (FCI), Federal Prison Camp, and staff housing, firm (non-interruptable) natural gas service (herein called "Gas Service"). The U.S. Department of Justice facility is located approximately four (4) miles west of Ashland, Kentucky, on Old State Route 716 (herein called "Delivery Point").

The Contractor's gas distribution system shall be operated and maintained by the Contractor in compliance with all applicable laws, rules, permits and regulations promulgated by all appropriate governmental authorities. The price set forth on the Solicitation Bid Sheet, (attachment to Standard Form 33, solicitation, offer and award), is for the gas delivered to the Federal Correctional Institute, Federal Prison Camp, and Staff Housing. This price is inclusive of charges for all services or all costs such as, but not limited to, gathering, compression, dehydration, processing, transportation, nomination, dispatching, balancing, other facilities, allowance for fuel, all shrinkage, losses, unaccounted for gas, franchise fees, all taxes, and other costs needed to provide the gas service to meet the facility's requirements of:

Maximum Usage (Monthly AVG.)

8400Mcf

Total Annual Usage

100,224Mcf

NOV 09 1985
PURSUANT TO 807 KAR 5.011,
SECTION 3 (1)

A copy of the Offeror's Rate Schedule or Gas Sales Agreement, which serves as the basis for the Unit Gas Price stated on the Solicitation Bid Sheet; shall be attached (See Section L, Attachment No. 2). If no such Rate Schedule or Gas Sales Agreement serves as the basis for the Unit Gas Price stated on the Solicitation Bid Sheet, Offerors shall so state. Note that if the Unit Gas Price stated on the Solicitation Bid Sheet is based on a Rate Schedule or Gas Sales Agreement, the Unit Gas Prices given must be the same.

DIRECTOR OF RESEARCH DIV.

This is a Requirements Contract for the gas services specified herein, and effective for the period stated in Section F of this solicitation.

The delivery pressure hereunder shall be the normal distribution pressure but no lower than 22 pounds per square inch gauge. The usage amounts shown are estimates only and do not constitute a Government usage guarantee nor is it restricted to the above estimate.

Firm gas service provided by the Contractor shall meet the Government's everyday needs for proper operation of its facility without interruption or curtailment. The Government's everyday gas needs at the facility are for boilers, kitchen facilities, laundry facilities, hot water heaters, and small gas heaters.

(b) The Delivery Points at which gas is to be delivered to the facility shall be as shown on Exhibit 1 of Section J. The location of any gas line required to provide gas to the Delivery Points which crosses FCI property will be subject to the COR's approval and subject to negotiation/modification prior to or after award. The gas provided hereunder shall be metered at the Delivery Points. The gas meters shall be owned, installed, operated, and maintained by the Contractor. Offerors should note that in addition to the existing Delivery Points, Offerors can propose to deliver firm (non-interruptable) gas service to an alternate Delivery Point. If such alternate Delivery Point is proposed, Offerors should describe why such alternate Delivery Point would be advantageous to FCI.

The average atmospheric (barometric) pressure at the Delivery Point shall be assumed to be 14.73 psia, unless otherwise mutually agreed and incorporated into this Contract.

PUBLIC SERVICE COMMISSION
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NOV 09 1985

PURSUANT TO 607 KAR 5.011,
SECTION 9 (1)
BY: *[Signature]*
DIRECTOR, UTILITIES & RESEARCH DIV.

SECTION D -- PACKING AND MARKING

NOT APPLICABLE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY *Walter H. Hines*
DIRECTOR, STATES & RESEARCH DIV.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 8.011,
SECTION 9 (1)

BY *John L. Lewis*
DIRECTOR, STATES & RESEARCH DIV.

SECTION E - INSPECTION AND ACCEPTANCE

1. INSPECTION

Inspection by the Government, where applicable, of services under this contract shall be accomplished by the Contracting Officer's Representative (COR), or other duly authorized Government representative.

NOV 09 1995

2. FAR 52.246-4 - Inspection of Services - (Fixed Price) (FEB 1992)

a. Definitions. "Services," as used include services performed, workmanship, and material furnished or utilized in the performance of services.

b. The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

d. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

e. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms

to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

3. ACCEPTANCE

Acceptance by the Government, where applicable, of services under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any duly designated assignees and successors.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY *W. L. Smith*
DIRECTOR, FINES & RESEARCH DIV.

SECTION F - DELIVERIES OR PERFORMANCE

EFFECTIVE DATE AND CONTRACT TERM

This contract shall be effective for a ten year period from July 1, 1995, or from the date signed by the Contracting Officer, whichever is later.

*Contract Signed
7-24-95*

*Received
7-28-95 (+)*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1995

PURSUANT TO 507 KAR 5.011,
SECTION 9 (1)

BY: *Robert J. Smith*
DIRECTOR FINANCIAL & RESEARCH DIV.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 8.011,
SECTION 9 (1)

BY: *Robert L. Harris*
DIRECTOR, ARTS & RESEARCH DIV.

SECTION G - CONTRACT ADMINISTRATION DATA

1. FAR 52.232-1 Payments (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices vouchers, the price stipulated in this contract for the supplies delivered and accepted or services rendered and accepted, less any deductions in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(1) The amount due on deliveries warrants it or

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

Monthly invoices shall be submitted in an original only, to the address set forth below:

Federal Correctional Institute
Attn: C. Michael McDowell
Old State Road 716
P.O. Box 888
Ashland, KY 41101

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: John L. Harris
DIRECTOR, FINES & RESEARCH DIV.

2. Correspondence Procedures

To promote timely and efficient administration of the awarded contract, correspondence, except for invoices and reports, submitted under this contract shall be subject to the following procedures:

a. Correspondence: All correspondence, including technical correspondence shall be addressed to the Contracting Officer's Representative (COR) designated in (b) below. Information copies of all correspondence shall be sent to the GSA Contracting Officer designated in (c) below.

b. The Contracting Officer Representative's name and address are as follows:

Federal Correctional Institute
Attn: Steve Williams
P.O. Box 888
Ashland, KY 41105

c. The GSA Contracting Officer's name, address and telephone number are as follows:

GSA--Contracts Division (4PPB)
Attn Susan J. Odom Contracting Officer
401 W. Peachtree Street, N.W., Ste 2500
Atlanta, GA 30365-2550

3. Government Contact For Post Award Administration

The Contractor shall use the COR designated in paragraph 2, above, as the focal point for all matters regarding this contract except for contract modifications.

4. Meter and Billing Errors

Should any meter fail to measure accurately the gas passing through said meter, the charge for gas used during the time the meter is out of service shall be based on the estimated volume of gas supplied as jointly determined and agreed on by the Contractor and the FCI by usage average and statistics for prior periods. An appropriate adjustment will be made to the next monthly FCI gas bill after agreement is reached on the volume of gas delivered during such period. A meter shall be deemed accurate if, when tested, it registers within plus or minus two percent (2%) of normal. Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of FAR Clause 52.233-1, Disputes - Alternate I (Dec 1991), of this Contract.

NOV 09 1985

PURSUANT TO 607 KAR 8.011, -
SECTION 9 (1)
BY: *[Signature]*
DIRECTOR, BIDS & RESEARCH DIV.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

NOT APPLICABLE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

1977 09 1385

FORWARD TO DIVISION 1011.
SECTION 9 (1)
John S. ...
DIRECTOR OF RESEARCH & RESEARCH IV

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO KENTUCKY
SECTION 9 (1)

BY: *John S. ...*
DIRECTOR OF WAGES & RESEARCH DIV.

SECTION I - CONTRACT CLAUSES

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1935

PURSUANT TO KRS 607.0011,
SECTION 10 (1)

BY *W. H. Smith*
DIRECTOR, UTILITIES & RESEARCH DEPT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 08 1965

FILED IN TO 207 MAR 30 11,
ELECTRIC (1)

[Signature]
DIRECTOR UTILITIES & RESEARCH DIV.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 8011,
SECTION 9 (1)

BY: *[Signature]*
DIRECTOR, FINANCE & RESEARCH DIV.

SECTION I - CONTRACT CLAUSES

I.01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Federal Acquisition Regulation
(48 CFR Chapter 1) Clauses

- (1) 52.202-1 Definitions (APR 1984)
- (2) 52.203-1 Officials Not to Benefit (APR 1984)
- (3) 52.203-3 Gratuities (APR 1984)
- (4) 52.203-5 Covenant Against Contingent Fees (APR 1984)
- (5) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)
- (6) 52.203-7 Anti-Kickback Procedures (OCT 1988)
- (7) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
- (8) 52.203-12 Limitations on Payments to Influence Certain Federal Transactions (JAN 1990) - Deviation
- (9) 52.208-3 Conflicts (APR 1984)
- (10) 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1991)
- (11) 52.215-1 Examination of Records by Comptroller General (APR 1984)
- (12) 52.215-2 Audit Negotiation (DEC 1989)
- (13) 52.215-33 Order of Precedence (JAN 1986)
- (14) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (15) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting (JAN 1991)
- (16) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (17) 52.219-16 Liquidated Damages Small Business Subcontracting Plan (AUG 1989)
- (18) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (19) 52.222-3 Convict Labor (APR 1984)
- (20) 52.222-26 Equal Opportunity (APR 1984)

- (21) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
- (22) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
- (23) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
- (24) 52.223-2 Clean Air and Water (APR 1984)
- (25) 52.223-3 Hazardous Material Identification and Material Safety Data (NOV 1991)
- (26) 52.223-6 Drug-Free Workplace (JUL 1990)
- (27) 52.229-3 Federal, State, and Local Taxes (APR 1984)
- (28) 52.232-1 Payments (APR 1984)
- (29) 52.232-11 Extras (APR 1984)
- (30) 52.232-17 Interest (JAN 1991)
- (31) 52.232-23 Assignment of Claims (JAN 1986)
- (32) 52.232-25 Prompt Payment (APR 1989)
- (33) 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- (34) 52.233-1 Disputes (APR 1984)
- (35) 52.233-3 Protest After Award (AUG 1989)
- (36) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- (37) 52.242-13 Bankruptcy (APR 1991)
- (38) 52.243-1 Changes - Fixed Price - Alternate I (AUG 1987)
- (39) 52.249-2 Termination for Convenience of the Government (Fixed Price)(APR 1984)
- (40) 52.249-8 Default - Fixed-Price Supply and Service (APR 1984)
- (41) 52.253-1 Computer Generated Forms (JAN 1991)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 007 KAR 30.11,
SECTION 9 (1)
[Signature]
DIRECTOR OF RESEARCH DIV.

I.02 Federal Acquisition Regulation (48 CFR Chapter 1) Clauses in Full Text

(1) 52.203-9 Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification,

I have no information concerning a violation or possible violation of subsection 27(a),(b),(d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a),(b),(d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS) NONE

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a),(b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

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(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of Clause)

(2) 52.220-1 Preference for Labor Surplus Area Concerns
(APR 1984)

(a) This acquisition is not a set-aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers, or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50% of the contract price.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Clause)

I.03 General Services Administration Acquisition Regulation (48 CFR Chapter 5) Clauses Incorporated by Reference.

552.233-70 Disputes (Utility Contracts) (APR 1984)

I.04 General Services Administration Acquisition Regulation (48 CFR Chapter 5) Clauses incorporated in full text:

(1) 552.203-70 Restriction on Advertising (DEC 1990)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(2) 552.252-6 Authorized Deviation or Variations in Clauses
(Deviation FAR 52.252-6) (JUL 1985)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) clause with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR clause no.))" or "(VARIATION (FAR clause no.))" after the date of the clause.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause.

(c) Changes in wording of clauses that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such clauses are not worded exactly the same as the FAR or GSAR clause, they are identified by the word "(VARIATION)."

I.05 Repeal or Revocation of Contract Clauses

If, during the term of this Contract, any of the above clauses are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of the Contract or other clauses referenced above.

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FOR COMPLIANCE TO 007 KAR 30.11,
SECTION 3 (1)

BY W. B. Spain
REGISTRATION & RESEARCH DIV.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 167 KAR 30.11,
SECTION 9 (1)

BY: *W. H. ...*
DIRECTOR, ARTS & RESEARCH DIV.

SECTION J - LIST OF EXHIBITS

EXHIBIT 1 Schematic Diagram of Existing Delivery Points

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PURSUANT TO 607 KAR 6.011,
SECTION 9 (1)

BY *John H. Starnes*
DEPUTY CHIEF & RESEARCH DIR.

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NOV 09 1985

PURSUANT TO 607 KAR 0011,
SECTION 9 (1)

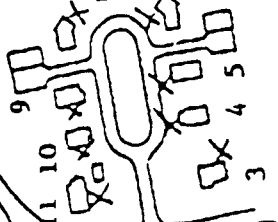
BY: *[Signature]*
DIRECTOR, FINES & RESEARCH DIV.

FEDERAL PENITENTIARY
22 PSI

16 X
10 PSI

STAFF RESIDENCES

7 10 PSI



STAFF RESIDENCE 2

STAFF RESIDENCES

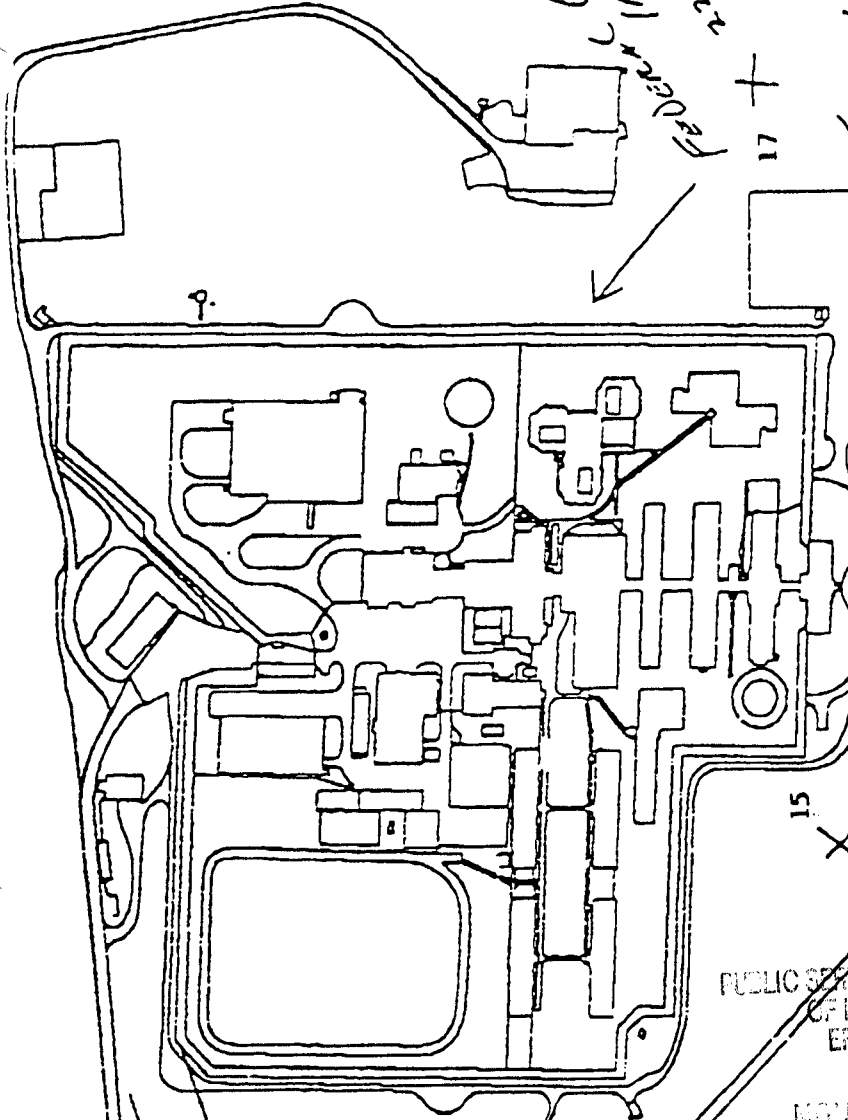
10 PSI X

FEDERAL PRISON CAMP

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PURSUANT TO 807 KAR 8.011,
SECTION 8(4)
BY: *[Signature]*
DIRECTOR, ARTS & RESEARCH DIV.



Section J
Exhibit 1

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OF KENTUCKY
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PURSUANT TO 207 KAR 3.011,
SECTION 3 (1)

BY: *Walter G. ...*
DIRECTOR PLANS & RESEARCH DIV.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS

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OF KENTUCKY
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PURSUANT TO 507 KAR 5.011,
SECTION 9 (1)

BY *Paul H. Harris*
DIRECTOR, UTILITIES & RESEARCH DIV.

Section K

Representations, Certifications and Other Statements of
Offerors or Quoters.

Various statutes and regulations require Federal agencies to obtain certain representation, certifications, and other statements from offerors in connection with the award of contracts. To this end, all offerors must complete Item 1 on page IV-K-13, and all Items on GSA Form 3503 except Item 3.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 50.11,
SECTION 9 (f)

BY *Blair Lewis*
DIRECTOR/ANES & RESEARCH DIV.

REPRESENTATIONS AND CERTIFICATIONS

Reference

GS-04P-95-EWC-0134

Name and Address of Offeror (Name, Street, City, State and Zip Code)

Date of Offer

KOG Acquisition Corporation
2560 Hoods Creek Pike
Ashland, Kentucky 41102

May 12, 1995

"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE BOXES AND FILL IN BLANKS.)

1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION (MAY 1991) (DEVIATION FAR 52.219-1)

(a) Representation. The offeror represents and certifies as part of its offer that it is or is not a small business concern.

(b) Definition. Small business concern, as used in this provision, 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 and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or, any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

~~2. 52.204-3 TAXPAYER IDENTIFICATION (SEPT 1989)~~

~~(a) Definitions.~~

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

~~"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.~~

~~"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.~~

~~(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.~~

~~(c) 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, state, or local government;~~

~~() Other. State basis. _____~~

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 207 KAR 80.11,
SECTION 9 (1)
BY: *[Signature]*
DIRECTOR, FINES & RESEARCH DIV.

~~(d) Corporate Status.~~

~~() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;~~

~~() Other corporate entity;~~

~~() Not a corporate entity:~~

~~() Sole proprietorship;~~

~~() Partnership;~~

~~() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).~~

~~(c) Common Parent~~

~~() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause~~

~~() Name and TIN of common parent:~~

~~NAME~~

~~TIN~~

ITEMS 3, 4, 5 and 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

3. 52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (APR 1984)
(Applicable to supply contracts unless exempted by the Secretary of Labor.)

The offeror represents as a part of this offer that the offeror is or is not a regular dealer in, or is or is not a manufacturer of, the supplies offered.

4. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

5. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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

6. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods.)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PUBLIC SERVICE COMMISSION
OFFICE OF CONTRACTS
PROCUREMENT

NOV 09 1995

PURCHASE TO 907 KAT 5011,
SECTION 9 (1)

BY: [Signature]
DIRECTOR, FINANCE & RESEARCH DIV.

ITEMS 7-19 DO NOT APPLY TO PROCUREMENTS OF \$25,000 OR LESS MADE THROUGH SMALL PURCHASE PROCEDURES.

7. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions. "Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

8. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)

(a) Representation. The offeror represents that it is, is not a small disadvantaged business concern.

(b) Definitions.

Asian Pacific Americans, as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

Indian tribe, as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

Native Americans, as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

Native Hawaiian Organization, as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Small business concern, as used in this provision, 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 and size standards in 13 CFR part 121.

Small disadvantaged business concern, as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

Subcontinent Asian Americans, as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 60.11,
SECTION 9 (1)

BY John L. Lewis
DIRECTOR, ARTS & RESEARCH DIV.

The bidder/offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as a corporation incorporated under the laws of the State of Delaware
- an individual, a partnership, a nonprofit organization, or a joint venture:

(b) If the bidder/offeror or quoter is a foreign entity, it operates as an individual, partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ [Insert Country].

~~10 52.204-4 CONTRACTOR ESTABLISHMENT CODE (AUG 1989)~~

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC." Offerors should take care to report the correct CEC and not a similar number assigned to the offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

~~The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.~~

11. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entry (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PUBLIC SERVICE COMMISSION
IDENTIFICATION SYSTEM
EFFECTIVE

NOV 09 1995

PURSUANT TO 507 KAR 50.11,
SECTION 9 (1)

BY: *[Signature]*
DECLARED INELIGIBLE FOR THE AWARD OF CONTRACTS BY FEDERAL AGENCY

12. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Jeffrey J. Brown
President [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.

13. 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[NOTE: For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

14. 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, possession, or use of a controlled substance.

OFFICE OF THE COMPTROLLER
OF KENTUCKY
EFFECTIVE

NOV 09 1985

PURSUANT TO 807 KAR 6011,
SECTION 9 (1)

BY: John L. Hester
GSA FORM 350 (EFFECTIVE 10-1-84) (REV 2-92)

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will -- no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed --

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will --

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subparagraph (a)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

15. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

(Applicable if the offer exceeds \$100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The offeror certifies that—

(a) Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

16. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (Deviation)
(Applicable if the offer exceeds \$100,000)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation are hereby incorporated by reference in paragraph (b) of this certification.

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

17. 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)
(Applicable if the offer exceeds \$100,000)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

PUBLIC SERVICE COMMISSION

OF KENTUCKY
OFFICE

NOV 09 1989

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)

Jeffrey J. Brown
DIRECTOR, FINANCE & RESEARCH DIV.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, Jeffrey J. Brown [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement GS-04P-95-EWC-0134 [solicitation number].

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of KOG Acquisition Corp. [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet). ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Jeffrey J. Brown
[Signature of the Officer or Employee
Responsible for the Offer]

11/9/95
Date

NOV 9 1995

Jeffrey J. Brown
[Typed Name of the Officer or Employee
Responsible for the Offer]

PURSUANT TO 007 KAR 0011,
SECTION 9 (1)

BY [Signature]
SEARCH DIV.

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1995.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) (Applicable to sealed bid solicitations)

(1) FOR PROCUREMENTS USING SEALED BIDDING PROCEDURES, THE SIGNED CERTIFICATIONS SHALL BE SUBMITTED BY EACH BIDDER WITH THE BID SUBMISSION EXCEPT FOR PROCUREMENTS USING TWO-STEP SEALED BIDDING PROCEDURE (SEE SUBPART 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) FAILURE OF A BIDDER TO SUBMIT THE SIGNED CERTIFICATE WITH ITS BID SHALL RENDER THE BID NONRESPONSIVE.

(c) (Applicable to negotiated solicitations) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

18. 52.209-7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE -- MARKETING CONSULTANTS (NOV 1991)
(Applicable to negotiated acquisitions if the offer exceeds \$200,000.)

(a) Definitions.

(1) Marketing consultant means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a government contract by that offeror. An independent Contractor is not a marketing consultant when rendering —

(i) Services excluded in Subpart 37.204;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or

(iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains or engages contractually one or more marketing consultants in connection with a contract, shall submit to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

PUBLIC SERVICE COMMISSION
OF KENTUCKY

NOV 09 1995

PURSUANT TO KY STATUTE,
SECTION 9 (1)

BY Walter J. Smith
DIRECTOR, FINES & RESEARCH DIV.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the required certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

19. 52.219-15 NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (APR 1991)
(Applies if solicitation is total or partial small business set-aside)

(a) Definitions.

"Handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

"Public or private organization for the handicapped" means one (1) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) employs in the production of commodities and in the provision of services, handicapped individuals for not less than 75 percent of the direct labor required for the production or provision of the commodities or services.

(b) Certification. The offeror certifies that it is is not a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

(c) Agreement. An offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

20. 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)
(Applicable to negotiated acquisitions)

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: [list names, titles, and telephone numbers of the authorized negotiators].

Jeffrey J. Brown
President
(703) 818-9100

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1995

PURSUANT TO 807 KAR 8.011,
SECTION 9 (1)

BY: [Signature]
DIRECTOR, FINES & RESEARCH DIV.

Section K

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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REVISION TO GSA FORM 3503

NOV 09 1995

FAR 52.204-3 - TAXPAYER IDENTIFICATION 9 (SEP 1992)

PURSUANT TO 807 KAR 6.011,
SECTION 9 (1)

BY Alvin J. Smith
DIRECTOR, FINES & RESEARCH DIV.

a. Definitions.

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

b. All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision, in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

c. Taxpayer Identification Number (TIN).

TIN: 61-1189587

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 Federal, state or local government;

Other. State basis.

d. Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c) (3) that is exempt from taxation under 26 CFR 501(a).

e. Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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NOV 09 1995

PURSUANT TO 907 KAR 8.011,
SECTION 9(1)

BY *Walter H. ...*
DIRECTOR FINES & RESEARCH DIV.

Section K - Representations, Certifications and Other
Statements of Offerors or Quoters

1. Certification of Legal Right to Provide Natural Gas Services

The Offeror certifies that it is a public utility entity or company legally authorized by the Kentucky Public Service Commission, the FERC, the appropriate regulatory authority or applicable state or Federal law to distribute firm natural gas service in Boyd County, Kentucky.

Jeffrey J. Brown
Signature of the Officer
of Employee Responsible
for the Offer

May 12, 1995
Date of Execution

Jeffrey J. Brown
Typed Name and Title of the
Officer or Employee Responsible
for the offer

KOG Acquisition Corporation
Name of Organization
2560 Hoods Creek Pike
Ashland, Kentucky 41102

Address of Organization

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 09 1995

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Robert J. Smith*
DIRECTOR, FINES & RESEARCH DIV.