

# OFFER SUBMISSION PACKAGE

SOLICITATION: SP0600-04-R-0076

PURCHASE PROGRAM: 4.7

THE ENCLOSED SOLICITATION COVERS THE PERIOD: 01 OCTOBER 2004  
THROUGH: 30 SEPTEMBER 2005

To be timely, offers must be received at the Defense Energy Support Center by:  
JUNE 01, 2004 @ 1:00 P.M., EASTERN STANDARD TIME

## INSTRUCTIONS:

1. One copy of this Offer Submission Package must be returned to the Defense Energy Support Center as your offer. All documents to be completed and returned are contained in this Offer Submission Package:

  X   Standard Form 1449  
  X   Schedule Sheets  
  X   Applicable Fill-In Clauses

2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and Date the Standard Form 1449 in ink.

3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package.

4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

ATTACHMENT 1

|  |   |  |   |   |   |  |   |
|--|---|--|---|---|---|--|---|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30  |   |  |   | 1. REQUISITION NUMBER<br><b>SC0600-04-0885</b>  |   | PAGE 1 OF 23   |   |
| 2. CONTRACT NUMBER   |   | 3. AWARD/EFFECTIVE DATE                      | 4. ORDER NUMBER   |   | 5. SOLICITATION NUMBER<br><b>SP0600-04-R-0076</b>               |  | 6. SOLICITATION ISSUE DATE<br><b>APRIL 26, 2004</b>                           |
| 7. FOR SOLICITATION INFORMATION CALL:  |   | a. NAME<br><b>CATHERINE DRAPER, DESC-BZA</b> |   |   | b. TELEPHONE NUMBER (no collect calls)<br><b>(703) 767-9259</b> |  | 8. OFFER DUE DATE<br><b>JUNE 01, 2004 @ 1:00 PM<br/>EASTERN STANDARD TIME</b> |
| 9. ISSUED BY<br><b>ATTN: DESC-BZA RM 2954<br/>DEFENSE ENERGY SUPPORT CENTER<br/>8725 JOHN J KINGMAN RD, SUITE 4950<br/>FORT BELVOIR, VA 22060-6222</b><br><br><b>SEE DD FORM 1707 CONTINUATION PAGE FOR DIRECTIONS AND<br/>ADDRESS TO SUBMIT OFFERS</b><br><br><b>PP: 4.7</b>                    |   |  | CODE<br><b>SC0600</b>   | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE<br><br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DIS ADV BUSINESS<br><input type="checkbox"/> 8(A)<br><br><b>NAICS: 325998 MFR<br/>424690 DEALER</b><br><br>SIZE STANDARD:<br><b>See Clause L2.05-2</b> |   | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS  |
| 15. DELIVER TO<br><b>SEE SCHEDULE, CLAUSE B17</b>  |   |  | CODE  | 16. ADMINISTERED BY<br><br><b>SEE BLOCK 9</b>   |   | CODE   |   |
| 17a. CONTRACTOR / OFFEROR<br>CODE  |   | FACILITY CODE                                | 18a. PAYMENT WILL BE MADE BY<br><br><b>DEFENSE FINANCE &amp; ACCOUNTING SERVICE - COLUMBUS CENTER<br/>STOCK FUND DIRECTORATE<br/>FUELS ACCOUNTING &amp; PAYMENTS DIVISION<br/>ATTN: DFAS-BVDFB-CC<br/>P.O. BOX 182317<br/>COLUMBUS, OH 43218-6250</b> |   | CODE  | HQ0104   |   |
| TELEPHONE NO.:   |   | FAX NO.:                                     |   | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM  |   |  |   |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |   |  |   |   |   |  |   |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES   |  |   | 21. QUANTITY  | 22. UNIT  | 23. UNIT PRICE   | 24. AMOUNT  |
|  | <b>SEE CLAUSE B17 (SCHEDULE)</b><br>LIST YOUR PRICES BESIDE ITEM NUMBERS UNDER CLAUSE B17 OF THE OFFER SUBMISSION PACKAGE |  |   |   |   |  |   |
| 25. ACCOUNTING AND APPROPRIATION DATA  |   |  |   |   |   | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |   |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA (X) ARE ( ) ARE NOT ATTACHED.  |   |  |   |   |   |  |   |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ( ) ARE ( ) ARE NOT ATTACHED.  |   |  |   |   |   |  |   |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |   |  |   | <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE ___ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.   |   |  |   |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |   |  |   | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |   |  |   |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  |   | 30c. DATE SIGNED                             |   | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br><b>WILLIAM A. MACLAREN JR.</b>  |   | 31c. DATE SIGNED   |   |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED   |   |  |   | 33. SHIP NUMBER   | 34. VOUCHER NUMBER  |  | 35. AMOUNT VERIFIED CORRECT FOR   |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  |   |  |   | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL  |   | 37. CHECK NUMBER   |   |
|  |   |  |   | 32c. DATE   | 38. S/R ACCOUNT NUMBER  | 39. S/R VOUCHER NUMBER   | 40. PAID BY   |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  |   |  |   | 42a. RECEIVED BY (Print)  |   |  |   |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |   | 41c. DATE                                    |   | 42b. RECEIVED AT (Location)   |   |  |   |
|  |   |  |   | 42c. DATE REC'D (YY/MM/DD)  |   | 42d. TOTAL CONTAINERS  |   |

AUTHORIZED FOR LOCAL REPRODUCTION

ATTACHMENT 1

STANDARD FORM 1449  
Prescribed by GSA  
FAR (48 CFR) 53.212

## INDEX OF CLAUSES

| <u>CLAUSE NUMBER</u>  | <u>CLAUSE TITLE</u>   | <u>PAGE</u> |
|---|---|-------------|
| <b>SECTION B - SUPPLIES</b>   |   |             |
| B17   | SUPPLIES TO BE FURNISHED (LUBES)(DESC MAR 1985)   | OSP- 3      |
| <b>SECTION E - INSPECTION AND ACCEPTANCE</b>  |   |             |
| E33.07  | MANUFACTURING AND FILLING POINTS (DESC JUL 2003)  | OSP-6       |
| <b>SECTION F - DELIVERIES OR PERFORMANCE</b>  |   |             |
| F3.02   | TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND<br>DETENTION RATES (BULK/LUBES)(DESC JUN 1996)           | OSP-7       |
| F29.02  | CONTRACTOR ORDERING AGENTS (LUBES)(DESC APR 1968)   | OSP-7       |
| <b>SECTION G - CONTRACT ADMINISTRATION DATA</b>   |   |             |
| G9.06   | ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)  | OSP-8       |
| G9.07   | ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE<br>EXCHANGE (DESC FEB 2003)                             | OSP-9       |
| <b>SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS</b> |   |             |
| K1.01-10  | OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS<br>(ALTERNATES I/II) (JAN 2004/APR 2002/OCT 2000) | OSP-11      |
| K5  | USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)  | OSP-18      |
| K33.01  | AUTHORIZED NEGOTIATORS (DESC JAN 1998)  | OSP-19      |
| K45.01  | FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)   | OSP-19      |
| K86   | FOREIGN TAXES (DESC JUN 1987)   | OSP-20      |
| <b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS</b>                 |   |             |
| L2.05-2   | INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK)(DESC JAN 2004)   | OSP-21      |

SECTION B**B17 SUPPLIES TO BE FURNISHED (LUBES) (DESC MAR 1985)**

The supplies to be furnished hereunder, the minimum individual delivery, the methods of delivery, the points of delivery, the estimated quantities, and the prices therefore are as follows:

**Note: Offeror must fill in their offered prices under Section B17 on this document (the Offer Submission Package)**

PURCHASE REQUEST: SC0600-04-0885  
 INHIBITOR, FUEL SYSTEM, ICING, HIGH FLASH (FSII)  
 DIETHYLENE GLYCOL MONOMETHYL ETHER (DIEGME)  
 NSN 6850-01-057-6427 (SIH)  
 MIL-DTL-85470B DATED 15 JUN 1999  
 TOTAL REQUIREMENT IS 749,000 USG

The following items are being solicited on a FOB Destination delivery only as in accordance with Clause F18 of this solicitation.

| ITEM | DODAAC / ACTIVITY  | RECEIPT<br>MODE | ESTIMATED<br>QUANTITY<br>US GALLONS | PRICE<br>PER USG | PRICE<br>TOTAL |
|------|--|-----------------|-------------------------------------|------------------|----------------|
| 5001 | UY7203<br>DFSP SPEYER, NEUEN RHEINHAFEN, GE<br>OMNITANK GMBH, AM NEUEN RHEINHAFEN 12<br>A, SPEYER, GE<br>DELIVERY HRS: 0800-1600, MON-FRI<br>TELEPHONE: 06232-71091<br>MINIMUM DELIVERY: 5,000 GALLONS<br>MAXIMUM DELIVERY: 7,000 GALLONS<br><u>NOTE:</u> TANK TRUCK MUST BE EQUIPPED<br>WITH PUMP AND 10 METERS OF HOSE.              | TT              | 15,000                              | \$ _____         | \$ _____       |
| 5002 | FP5621<br>SPANGDAHLEM AIR BASE, GE<br>BASE FUELS OFFICE, BUILDING T-54<br>SPANGDAHLEM AIR BASE, GE<br>DELIVERY HRS: 0800-1600, MON-FRI<br>TELEPHONE: 0656-561-6516<br>MINIMUM DELIVERY: 3,965 GALLONS<br>MAXIMUM DELIVERY: 5,000 GALLONS<br><u>NOTE:</u> TANK TRUCK MUST BE EQUIPPED<br>WITH PUMP AND 10 METERS OF HOSE.               | TT              | 15,000                              | \$ _____         | \$ _____       |
| 5003 | FP5612<br>RAMSTEIN AIR BASE, GE<br>BASE FUELS OFFICE, BUILDING 2413<br>RAMSTEIN AIR BASE, GE<br>DELIVERY HRS: 0800-1600, MON-THUR<br>0800-1500, FRI<br>TELEPHONE: 06371-47-2029<br>MINIMUM DELIVERY: 5,000 GALLONS<br>MAXIMUM DELIVERY: 10,000 GALLONS<br><u>NOTE:</u> TANK TRUCK MUST BE EQUIPPED<br>WITH PUMP AND 10 METERS OF HOSE. | TT              | 100,000                             | \$ _____         | \$ _____       |

## OFFER SUBMISSION PACKAGE

SP0600-04-R-0076

| ITEM | DODAAC / ACTIVITY   | RECEIPT<br>MODE | ESTIMATED<br>QUANTITY<br>US GALLONS | PRICE<br>PER USG | PRICE<br>TOTAL |
|------|---|-----------------|-------------------------------------|------------------|----------------|
| 5004 | FP4420<br>RHEIN-MAIN AIR BASE, GE<br>BASE FUELS OFFICE<br>BUILDING 329<br>RHEIN-MAIN AIR BASE, GE<br>TELEPHONE: 069-699-7403<br>DELIVERY HRS: 0800-1600 MON-THUR<br>0800-1500 FRI<br>MINIMUM DELIVERY: 5,000 GALLONS<br>MAXIMUM DELIVERY: 10,000 GALLONS<br>NOTE: TANK TRUCK MUST BE EQUIPPED<br>WITH PUMP AND 10 METERS OF HOSE.   | TT              | 100,000                             | \$ _____         | \$ _____       |
| 5005 | UCBOXB<br>BOXBERG, GE<br>CEPS DEPOT BOXBERG<br>TANKLAGER BOXBERG<br>ORSTEIL BOXBERG<br>D-97944 BOXBERG, GE<br>TELEPHONE: 07930-8832<br>POC: MR. FEILE, CH/TANK FARM<br>DELIVERY HRS: 0800-1800, MON-FRI<br>MINIMUM DELIVERY: 3,965 GALLONS<br>MAXIMUM DELIVERY: 5,000 GALLONS<br>NOTE: TANK TRUCK MUST BE EQUIPPED<br>WITH PUMP AND 10 METERS OF HOSE.  | TT              | 5,000                               | \$ _____         | \$ _____       |
| 5006 | UCROVE<br>ROVEREDO, IT<br>NIPS DEPOT<br>VIA ROIALLA #66 S. QUIRINO<br>PORDENONE, ITALY<br>TELEPHONE: 00390434 949037<br>DELIVERY HRS: 0830-1600, MON-FRI<br>MINIMUM DELIVERY: 3,965 GALLONS<br>MAXIMUM DELIVERY: 6,000 GALLONS<br>NOTE: TANK TRUCK MUST BE EQUIPPED<br>WITH 10 METERS OF HOSE (STANDARD<br>NATO 4"). PRODUCT WILL BE GRAVITY OFF-<br>LOADED, NO SPECIAL CONNECTIONS<br>REQUIRED.  | TT              | 24,000                              | \$ _____         | \$ _____       |
| 5007 | FP5820<br>ALI AL SALEM AIR BASE, KUWAIT<br>TELEPHONE: 965-938-9703<br>POINT OF CONTACT: T SGT LAIRD<br><b>NOTES:</b> <b>A.</b> FSII TO BE DELIVERED IN 5,000-<br>GALLON BULK FUEL CONTAINER (BFC), ALSO<br>KNOW AS INTERMODAL CONTAINER AND/OR<br>SEAVAN. <b>B.</b> CONTAINER WILL REMAIN AT<br>LOCATION 45 DAYS FROM DELIVERY IN<br>ORDER TO EMPTY AS THERE IS NO STORAGE<br>FOR FSII AT THIS LOCATION. <b>C.</b> FOR<br>DELIVERY DIRECTIONS, ACCESS AND<br>ENTRANCE TO US AL SALEM AB, DELIVERY<br>PERSONNEL MUST CONTACT ALI AL SALEM<br>AB PERSONNEL 24HRS PRIOR TO DELIVERY. | TT              | 20,000                              | \$ _____         | \$ _____       |

| ITEM | DODAAC / ACTIVITY   | RECEIPT<br>MODE | ESTIMATED<br>QUANTITY<br>US GALLONS | PRICE<br>PER USG | PRICE<br>TOTAL |
|------|---|-----------------|-------------------------------------|------------------|----------------|
| 5008 | W91FFG<br>MINA ABDULLAH FILLSTAND, KUWAIT<br>LOCATION: AT INTERSECTION OF ROUTE 30<br>WEST AND ROUTE 605 IN SAFAT, KUWAIT.<br>LOCATED ACROSS THE STREET FROM THE<br>MINA ABDULLAH REFINERY. DESC-MIDDLE<br>EAST OR U.S. MILITARY REP WILL PROVIDE<br>ESCORT FROM PORT TO DESTINATION.<br><u>NOTE:</u> FSII TO BE DELIVERED IN 5,000-<br>GALLON (BFC) (INTERMODAL CONTAINER<br>AND/OR SEAVAN).                     | TT              | 250,000                             | \$ _____         | \$ _____       |
| 5009 | UY7336<br>DFSP QATAR, QATAR<br>QATEX LTD<br>POST BOX 2244<br>MESAIEED INDUSTRIAL CITY, QATAR<br>NEXT TO QP REFINERY<br>DELIVERY HRS: 0700-1500 SUN - Thursday<br><u>NOTE:</u> <b>A.</b> FSII TO BE DELIVERED IN 5,000-<br>GALLON (BFC) (INTERMODAL CONTAINER<br>AND/OR SEAVAN). <b>B.</b> 3" MALE CAMLOCK<br>FITTINGS ON THE CONTAINER<br>POC: MR. ROBERT SHIELDS<br>OFFICE: 974-476-0028<br>MOBILE: 974-548-7964 | TT              | 220,000                             | \$ _____         | \$ _____       |

**NOTES:**

**1. IN ADDITION TO THE GUIDELINES FOR FOB DESTINATION DELIVERIES AS OUTLINED IN CLAUSE F18 F.O.B. DESTINATION (NOV 1991) THE FOLLOWING APPLIES FOR ALL SOLICITATION ITEMS:**

**THE CONTRACTOR SHALL DELIVER THE FUEL SYSTEM ICING INHIBITOR (FSII) TO THE FINAL DESTINATION LOCATION(S) SPECIFIED IN THE SOLICITATION LINE ITEMS. THE CONTRACTOR WILL BEAR FULL RESPONSIBILITY FOR ALL COSTS AND RISKS ASSOCIATED WITH DELIVERY TO THE SPECIFIED LOCATIONS, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION AND CUSTOMS CLEARANCE.** THE CONTRACTOR SHALL APPOINT AN AGENT TO ARRANGE FOR AND MONITOR: TRANSPORTATION, CLEAR ANY REQUIRED CUSTOMS, AND FULFILL ANY OTHER REQUIREMENTS NECESSARY TO ENSURE TIMELY DELIVERY IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.

**THIS SOLICITATION IS FOR THE ACQUISITION OF FSII ON AN F.O.B. DESTINATION BASIS ONLY. OFFERS FOR OTHER THAN F.O.B. DESTINATION, AS DEFINED IN CLAUSE F18 OF THE SOLICITATION AND AMPLIFIED HERE, WILL BE REJECTED AS NONRESPONSIVE.**

**2. INSPECTION WILL BE CONDUCTED AT ORIGIN AND ACCEPTANCE AT DESTINATION.**

**3. ORDERING PERIOD: DATE OF AWARD THROUGH 30 SEPTEMBER 2005.  
DELIVERY PERIOD: 01 OCTOBER 2004 THROUGH 30 OCTOBER 2005.**

SECTION E

**E33.07 MANUFACTURING AND FILLING POINTS (DESC JUL 2003)**

The name and complete addresses of the manufacturing and filling points for each product to be furnished hereunder are as follows:

| <u>PRODUCT</u> | <u>NAME AND COMPLETE ADDRESS<br/>MANUFACTURING POINT - FILLING POINT</u> |
|----------------|--|
|----------------|--|

(DESC 52.246-9F50)

**SECTION F****F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES)  
(DESC JUN 1996)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the tanks into which the load is to be discharged. Free time will commence at the time the discharge hose is connected to fill pipe at the delivery point specified and will end when discharge is completed. For items involving multiple drops, time between drops will not be included in free time. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required. Rate for detention shall be comparable to regulated tariffs governing the local area of receiving activity.

(1) Free time for unloading transport truck or truck and trailer:

\_\_\_\_\_.

(2) Rate for detention beyond the free time: \_\_\_\_\_.

(b) The above will not be considered in the evaluation of offers for award, except that free time of less than one hour or detention rates not comparable to regulated tariffs may render an offer unacceptable/bid nonresponsive.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Any invoices for detention costs will be forwarded directly to the Contracting Officer.  
(DESC 52.247-9FA5)

**F29.02 CONTRACTOR ORDERING AGENTS (LUBES) (DESC APR 1968)**

In the event the name and address of the office to which orders should be forwarded are not furnished below or in writing within two working days from the offer opening date, all orders issued hereunder shall be forwarded to the Contractor's office from which the offer was submitted. The Contractor shall be responsible for seeing that orders are forwarded to any regional or area offices from which product is to be shipped in such time as to accomplish delivery within the permissible delivery lead time set forth under the ORDERS/DELIVERY TIME clause. For this purpose, date of receipt of the order as specified under the ORDERS/DELIVERY TIME clause shall be the date on which the order is received by the office to which it is addressed.

ITEM NUMBER

CONTRACTOR AGENT'S NAME AND ADDRESS

(DESC 52.216-9F90)

**SECTION G**

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

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

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

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

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

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

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

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

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

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

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

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

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

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

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

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

(DO NOT EXCEED 153 CHARACTERS)

OR

(CLAUSE G9.07 CONT.)

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

Four horizontal lines with vertical tick marks, intended for providing bank information.

(DO NOT EXCEED 153 CHARACTERS)

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

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

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

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

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

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

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

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

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

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

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

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

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

SECTION K**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)  
(JAN 2004/APR 2002/OCT 2000)****(a) DEFINITIONS.** As used in this provision--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

## (CLAUSE K1.01-10 CONT.)

## (4) TYPE OF ORGANIZATION.

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

## (5) COMMON PARENT.

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

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

- is  
 is not

a small business concern.

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

- is  
 is not

a veteran-owned small business concern.

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

- is  
 is not

a service-disabled veteran-owned small business concern.

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

- is  
 is not

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

(CLAUSE K1.01-10 CONT.)

**(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 woman-owned small business concern.

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

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

- is

a women owned business concern.

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

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

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

- is
- is not

an emerging small business.

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

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

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

(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           |

(CLAUSE K1.01-10 CONT.)

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

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

(A) It--

is

is not

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

(B) It--

has

has not

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

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

(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

**(CLAUSE K1.01-10 CONT.)**

(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

(ii) It--

- has  
 has not

filed all required compliance reports.

(CLAUSE K1.01-10 CONT.)

(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 (JAN 2004) (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS 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 Free Trade Agreement 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 – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035).** (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

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

|                           |                            |
|---------------------------|----------------------------|
| _____                     | _____                      |
| (Insert line item number) | (Insert country of origin) |

(ii) The offeror certifies that the following supplies are Free Trade Agreement 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 products:

|                           |                                       |
|---------------------------|---------------------------------------|
| _____                     | _____                                 |
| (Insert line item number) | (Insert country of origin (if known)) |

(CLAUSE K1.01-10 CONT.)

(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).]

(1) List End Product.

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

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

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.212-3/Alternates I/II)

**K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**

**(a) DEFINITIONS.**

(1) **Electronic Data Interchange** (EDI) means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute** (ANSI) means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement** (TPA) means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network** (VAN) means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

**(c) [ ] A check in this block indicates that the Contractor has already entered into a TPA with DESC.**

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) VAN Service Provider(s): \_\_\_\_\_

(6) Provide information for the following fields:

ISA07      Company Qualifier      \_\_\_\_\_

ISA08      Company Value      \_\_\_\_\_

GS03      Company Value      \_\_\_\_\_

(7) Please identify:

Element Separator: \_\_\_\_\_

Subelement Separator: \_\_\_\_\_

Segment Terminator: \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

**(CLAUSE K5 CONT.)**

(f) When a TPA is executed--

- (1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.
- (2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.
- (3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.
- (4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.
- (5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

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(DESC 52.215-9F28)

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)****(a) FACSIMILE INVOICING.**

- (1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.
- (2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[ ] YES                      [ ] NO

- (3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

**(4) RETURN OF INVOICES BY THE PAYING OFFICE.**

- (i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.
- (ii) The offeror's FAX number for returning improper invoices is--

---

(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

- (2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES                      [ ] NO

- (3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

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

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

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

| <u>NAME OF TAX</u> | <u>AMOUNT</u> |
|--------------------|---------------|
|--------------------|---------------|

(b) Foreign taxes invoiced separately are as follows:

| <u>NAME OF TAX</u> | <u>AMOUNT</u> |
|--------------------|---------------|
|--------------------|---------------|

(DESC 52.229-9F10)

SECTION L**L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC JAN 2004)**

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code for this acquisition is 325998 Manufacturer / 424690 Distributor. The small business size standard is 500. However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

(b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the certification package;
- (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;

---

(11) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

---

(12) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(13) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

**(CLAUSE L2.05-2 CONT.)**

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

**(g) CONTRACT AWARD (not applicable to Invitations for Bids).**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

**(i) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 EAST L'ENFANT PLAZA SW, SUITE 8100  
WASHINGTON DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

## (CLAUSE L2.05-2 CONT.)

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)  
 BUILDING 4 SECTION D  
 700 ROBBINS AVENUE  
 PHILADELPHIA PA 19111-5094  
 TELEPHONE: (215) 697-2667/2179  
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2667/2179; or
  - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) **CENTRAL CONTRACTOR REGISTRATION (CCR).** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) **DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.212-1, **tailored**/DESC 52.212-9F05)