



**DEFENSE LOGISTICS AGENCY**  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FORT BELVOIR, VIRGINIA 22060-6222

IN REPLY  
REFER TO DESC-PLB

February 18, 2004

Gentlemen:

Request for Proposal (RFP) SP0600-01-R-0135-0002, Guatemala PC&S, Purchase Program 1.99E is hereby issued to solicit the following requirements:

ITEM NUMBER		ESTIMATED QUANTITY UI
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<b>UNITED STATES ARMY</b>		
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<b>JUTIAPA</b>		
GT, ARMY, JCTF-QUETZAL		
GUATEMALA		
DELIVERY DODAAC: W81GX6		
BILLING DODAAC : W81GX6		
ORDERING OFFICE: 210-295-6376		
301-03	JET FUEL, AVIATION (JA1) TANK WAGON (TW), W/PUMP INTO 1/2,500 GALLON HEMTT TANKER(S) DELIVERY HOURS: 0730-1700	55,000 GL
301-34	DIESEL FUEL #2 (DF2) TANK WAGON (TW), W/PUMP INTO 1/5,000 GALLON TANKER TRUCK(S) DELIVERY HOURS: 0730-1700	150,000 GL

Your facsimile offer is requested for the above item(s) in accordance with Clause L2.11-3, FACSIMILE OFFERS. DESC's facsimile number is (703) 767-8506.

The closing date and time for receipt of offers is **February 25, 2004 at 3:00 p.m. local time**, Fort Belvoir, Virginia. Please identify your offer by making reference to the RFP SP0600-01-R-0135-0002. Your offer shall include the statement that the offeror agrees to the terms and conditions of RFP SP0600-01-R-0135, as amended.

The terms and conditions of solicitation SP0600-01-R-0135 under the Honduras PC&S program, as amended are hereby incorporated into this solicitation, except as indicated herein.

Under Clause B19.02, ECONOMIC PRICE ADJUSTMENT (OVERSEAS), the base reference date is **February 2, 2004**. The base reference price as of this date for item 301-03 is **\$.9773** and for item 301-34 is **\$.9237**.



The following clauses are hereby deleted from solicitation SP0600-01-R-0135:

- B19.37 ECONOMIC PRICE ADJUSTMENT PRICE (PC&S/BUNKERS) (CENTRAL AMERICA) (DESC OCT 1999)
- C16.77 OIL, DIESEL (DF2) (FMS HONDURAS) (DESC JUL 1998)
- E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)
- E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)
- F1.12 DETERMINATION OF QUANTITY (HONDURAS) (DESC AUG 1991)
- F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)
- G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC MAY 1999)
- G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION
- G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 2000)
- G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT OVERSEAS (PC&S) (DESC DEC 2000)
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2000)
- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUL 2002/APR 2002/OCT 2000)
- II.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)
- L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC SEP 2000)

The following clauses are hereby added to solicitation SP0600-01-R-0135-0002. Clauses listed below will be faxed under separate cover.

- B19.37 ECONOMIC PRICE ADJUSTMENT PRICE (PC&S/BUNKERS) (CENTRAL AMERICA) (DESC MAR 2003)
- C16.09 TURBINE FUEL, AVIATION (JET A/A1/A50) (DESC AUG 2001)
- C16.26 FUEL OIL, DIESEL (DFA/DF1/DF2) (DESC JUL 1999)
- E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)
- E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)
- F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)
- G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC FEB 2003)
- G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)
- G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT OVERSEAS (PC&S) (DESC JUN 2003)
- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUN 2003/APR 2002/OCT 2000)
- K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DESC NOV 1995)
- K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DESC MAR 1998)
- L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)
- L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

Due to the urgency of the requirement, the Government may award a contract on the basis of initial offers received, without discussions. The Government intends to award a contract to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors specified elsewhere in the solicitation, considered. Accordingly, each offer should be submitted on the most favorable terms, from a price and technical standpoint.

An Offeror Submission Package (OSP) is required for this letter solicitation and is attached for your completion.

Point of contact for this acquisition is Michelle Smith, Contract Specialist, and Ditu Kasuyi, Contract Specialist, Defense Energy Support Center, at (703) 767-9533 and (703) 767-9518 or facsimile number (703) 767-8506.



LULA MANLEY  
Chief, Ground Fuels Division II  
Direct Delivery Fuels

**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003)**

(a) **WARRANTIES.** The Contractor warrants that--

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

(b) **DEFINITIONS.** As used throughout this clause, the term--

- (1) **Award price** means the unit price set forth opposite the item in the Schedule.
- (2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.
- (3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.
- (4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101,

Definitions.

(5) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

- (A) **F.O.B. ORIGIN.** The date and time vessel commences loading;
- (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;

- (ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and
- (iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

- The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.
- The number of cents, or fraction thereof, determined by the ratio of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.
- The number of cents, or fraction thereof, at the rate of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

- (i) The low price published in \_\_\_\_\_  
(name of publication)
- (ii) The average of the prices published in **PLATTS OILGRAM PRICE REPORT**.  
(name of publication)
- (iii) The established price posted by \_\_\_\_\_  
(name of company)

and published in \_\_\_\_\_  
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **CONTRACTING OFFICER** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

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

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

(1) Any applicable reference price is discontinued or its method of derivation is altered substantially;

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

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

**B19.02 (CONT'D)**

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

(k) **TABLE.**

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <b>02 FEB 04</b> (date) (exclude all taxes	Maximum price payable under this contract (includes any tax included in the award price

**\*PRODUCT PRICE FOR DF2 WILL ESCALATE/DE-ESCALATE CENT-FOR-CENT OR ANY FRACTION THERE OF WITH THE AVERAGE OF U.S. GULF POSTINGS FOR #2 U.S. GULF COAST, WATERBORNE, AS PUBLISHED IN PLATTS OILGRAM PRICE REPORT. PRICE ADJUSTMENTS WILL ESCALATE/DE-ESCALATE SEMIMONTHLY AND SHALL OCCUR ON THE FIRST (1<sup>ST</sup>) AND THIRD (3<sup>RD</sup>) MONDAY OF THE MONTH. THE BASE REFERENCE PRICE UNDER THIS SOLICITATION IS \$.9237 FOR DF2.**

**\*PRODUCT PRICE FOR JA1 WILL ESCALATE/DE-ESCALATE CENT-FOR-CENT OR ANY FRACTION THERE OF WITH THE AVERAGE OF U.S. GULF POSTINGS FOR JET KERO U.S. GULF COAST, WATERBORNE, AS PUBLISHED IN PLATTS OILGRAM PRICE REPORT. PRICE ADJUSTMENTS WILL ESCALATE/DE-ESCALATE SEMIMONTHLY AND SHALL OCCUR ON THE FIRST (1<sup>ST</sup>) AND THIRD (3<sup>RD</sup>) MONDAY OF THE MONTH. THE BASE REFERENCE PRICE UNDER THIS SOLICITATION IS \$.9773 FOR JA1.**

(DESC 52.216-9F24)

**C16.09 TURBINE FUEL, AVIATION (JET A/A1/A50) (DESC AUG 2001)**

Aviation turbine fuel shall be in accordance with the requirements of ASTM D 1655 with the following modifications.

(a) **ADDITIVES.**

(1) **CONDUCTIVITY.** If fuel contains electrical conductivity additive, the conductivity limits of 50 to 450 picosiemens per meter (ps/m) as measured by ASTM D 2624 shall apply.

(2) **THERMAL STABILITY.**

(i) Product shall be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260 degrees Celsius, and must exhibit--

(A) A maximum heater tube deposit rating of "less than code 3";

(B) A maximum pressure drop of 25 millimeters of mercury; and

(C) Rerun of test at 245 degrees Celsius to achieve the results identified above is **not permitted**.

(b) Type Jet A50 jet fuel defines a grade of product equal in all respects to type Jet A jet fuel except for freeze point, which is limited to minus 50 degrees Fahrenheit maximum in lieu of minus 40 degrees Fahrenheit maximum.

(DESC 52.246-9FLW)

**C16.26 FUEL OIL, DIESEL (DFA/DF1/DF2) (DESC JUL 1999)**

**(a) APPLICABLE TO GRADES DF1 AND DF2 ONLY.**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%

(1) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(i) The maximum cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975, except for posts, camps, and stations procurements of DF2 for Hawaii, where the maximum allowable cloud point is 66°F.

(ii) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

**(b) APPLICABLE TO GRADE DFA ONLY.**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>
9140-00-286-5283	Diesel Fuel, Arctic Grade	DFA	0.25 wt%

(1) The diesel fuel oil shall meet the physical and chemical requirements for Grade No. 1-D of ASTM D 975, with the following exceptions:

(i) The maximum cloud point is -51°C.

(ii) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(iii) Sulfur content shall not exceed 0.25wt%.

(iv) Ramsbottom carbon residue shall not exceed 0.10wt%.

(v) Kinematic viscosity shall not be lower than 1.1 mm<sup>2</sup>/S at 40°C.

(vi) The end point distillation temperature shall not exceed 300°C.

(vii) Neutralization number, TAN, shall not exceed 0.05.

(2) For procurements in Alaska, commercial Jet A1 meeting ASTM D 1655 with a freeze point of -50°F is acceptable as DFA.

(c) **FOR ALASKA LOCATIONS.** From July 1, 1999 to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Volume 64) dated June 25, 1999, 40 CFR Part 69.

**(d) APPLICABLE TO ALL GRADES.**

(1) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6 to 18 months) and long-term periods (18 to 25 months) of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

(2) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million may be added to the fuel.

(3) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, and 5342.

(4) For some U.S. states, territories, and possessions, the U.S. Internal Revenue Service requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(5) A complete copy of the test report for each bulk delivery of product (excluding into-plane, tank truck, tank wagon, and bunker delivery) shall be mailed to the following addresses--

COMMANDER  
U.S. ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND  
ATTN: AMSTA-TR-R/210 (PETROLEUM AND WATER BUSINESS GROUP)  
WARREN MI 48397-5000

ATTN: DESC-BP ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

(DESC 52.246-9FCW)

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

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

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

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

**EXCEPTIONS:**

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

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

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

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

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

(c) **INSPECTION OFFICES AND CODES.**

110. DESC Americas -- East  
Federal Building, Room 1005  
2320 LaBranch Street  
Houston, TX 77004-1091  
Phone: (713) 718-3883  
FAX: (713) 718-3891
111. DESC Homestead  
360 Coral Sea Blvd.  
Homestead AFB, FL 33039-1299  
Phone: (305) 258-7454/55/56  
FAX: (305) 258-7761
120. DESC Americas -- West  
3171 N Gaffey Street  
San Pedro, CA 90731-1099  
Phone: (310) 900-6960  
FAX: (310) 900-6973
200. DESC Europe  
ATTN: Quality Manager  
CMR 443, Box 5000  
APO AE 09096-5000  
[Location: Wiesbaden, Germany]  
Phone: 49-611-380-7413/7541<sup>3</sup>  
FAX: 49-611-380-7406<sup>3</sup>
300. DESC Pacific  
ATTN: Quality Manager  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-1173  
FAX: (808) 477-5710
310. DESC Middle Pacific  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-5441  
FAX: (808) 477-5710

## (CONT'D)

320. DESC Alaska  
10480 22nd Street  
Elmendorf AFB, AK 99506-2500  
Phone: (907) 552-3949  
FAX: (907) 753-0517
330. DESC Korea  
Building T-383 (CP OSCAR)  
APO AP 96218-0171  
[Location: Camp Walker, Taegu, Korea]  
Phone: 82-53-470-5204<sup>3</sup>  
FAX: 82-53-470-5103<sup>3</sup>
340. DESC Japan  
Yokota Building 714, Room 211/B-18  
Unit 5266  
APO AP 96328-5266  
[Location: Yokota AB, Japan]  
Phone: 81-311-755-2673<sup>3</sup>  
FAX: 81-311-755-3598<sup>3</sup>
350. DESC Singapore  
PSC 470, Box 2700  
FPO AP 96534-2700  
Phone: 65-287-7626<sup>3</sup>  
FAX: 65-288-6540<sup>3</sup>
400. DESC Middle East  
ATTN: Quality Manager  
PSC 451, Box DESC-ME  
FPO AP 09834-2800  
[Location: Juffair, Bahrain]  
Phone: 973-724-650<sup>3</sup>  
FAX: 973-724-670<sup>3</sup>

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

### **E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

### **F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: **Date of Award** and ends: **15 JUNE 2004**.

(2) Delivery period begins: **48 hours after the beginning of the ordering period** and ends: **30 days after end of ordering period**.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**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)

**THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.**

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

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

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

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

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

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(DO NOT EXCEED 153 CHARACTERS)

OR

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

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

(DO NOT EXCEED 153 CHARACTERS)

**G9.07 (CONT'D)**

**(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)

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)**

(a) For purposes of this clause and the contract, "**shipment number**" for PC&S deliveries is defined as a seven position alphanumeric number.

(1) All invoices processed electronically using the PAPERLESS ORDERING RECEIPTS TRANSACTION SCREENS (PORTS) for PC&S deliveries will contain a Julian date shipment number. A Julian date is defined as **Position one (1) is the year and the last three (3) digits are the day of the year (i.e., 1159 represents June 8, 2001)**. The electronic system will automatically generate the Julian date shipment number based on the **date shipped** inserted by the Contractor.

(i) The **date shipped** for all f.o.b. destination contract line items must be the date fuel was actually **received** by the activity. The date should never be the date the Contractor loaded its delivery conveyance unless the **activity receives the product** on the same day.

*(ii) For f.o.b. origin items, the Julian date shipment number will be the date the activity picked up product from the Contractor's f.o.b. origin point/terminal.*

(2) *All invoices processed manually must contain a Julian date shipment number based on the provisions stated in subparagraphs (i) and (ii) above.*

(b) The first three positions of the Julian date shipment number shall always consist of the alpha characters "PCS". The remaining four positions shall consist of the Julian date based on the provisions stated in subparagraphs (i) and (ii) above.

(c) The Contractor must identify the shipment number on each invoice submitted for payment. The **SAME** shipment number shall be used for multiple deliveries under the same contract line item on the same calendar day. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

**THIS CLAUSE APPLIES ONLY TO ITEMS PAID BY DFAS – COLUMBUS CENTER.**

**G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC JUN 2003)**

**NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace or correct such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICES – COLUMBUS CENTER  
ATTN: DFAS-BVDFP/CC  
PO BOX 182317  
COLUMBUS OH 43218-6252

(d) **CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or

(ii) DD Form 1155, Order for Supplies or Services; or

(iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall input receipt information into the Defense Fuel Automated Management Systems (DFAMS) via Fuels Control Center or other electronic systems installed at their activity. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to DESC-FII upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report and payments will be made in accordance with the terms of the contract.

(e) **SUBMISSION OF INVOICES.**

(1) Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except FO6 which will be invoiced in kilograms.) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number and must specify the total quantity delivered for each specific delivery date.

(2) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(3) **FOR GERMANY ONLY.** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (5) below.

(4) **COURIER DELIVERY OF INVOICES.**

(i) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER  
ATTN: DFAS-BVDFP/CC  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS OH 43213-1152

(ii) Invoices submitted by courier to the above address will be handled in a timely manner.

(5) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time (EST), the receipt date of records is the date the item was received. If the fax is received after 5 p.m. EST, the receipt date is the next business day.

(iii) The DFAS-BVDFP/CC fax number is **(614) 693-2537**.

(iv) The Contractor shall include its fax number on each document transmitted.

(v) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDFP/CC specifically requests it.

G150.07-2 (CONT'D)

(vi) **FOR GERMANY ONLY.** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(f) **INVOICING DETENTION COSTS.** Unless otherwise specified in the contract, detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER  
ATTN: SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FB1)

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

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

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

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

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

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

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

(i) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ] TIN: \_\_\_\_\_
- ] TIN has been applied for.
- ] TIN is not required because:

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

] Offeror is an agency or instrumentality of a foreign government;

] Offeror is an agency or instrumentality of a Federal government;

**K1.01-10 (CONT'D)**

**(4) TYPE OF ORGANIZATION.**

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

**(5) COMMON PARENT.**

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

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

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

- is
- is not

a small business concern.

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

- is
- is not

a veteran-owned small business concern.

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

- is
- is not

a service-disabled veteran-owned small business concern.

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

- is
- is not

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

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

- is
- is not

a women-owned small business concern.

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

**K1.01-10 (CONT'D)**

(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>
[ ] 50 or fewer	[ ] \$1 million or less
[ ] 51 - 100	[ ] \$1,000,001 - \$2 million
[ ] 101 - 250	[ ] \$2,000,001 - \$3.5 million
[ ] 251 - 500	[ ] \$3,500,001 - \$5 million
[ ] 501 - 750	[ ] \$5,000,001 - \$10 million
[ ] 751 - 1,000	[ ] \$10,000,001 - \$17 million
[ ] Over 1,000	[ ] Over \$17 million

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

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

(A) It--

[ ] is

[ ] is not

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

**K1.01-10 (CONT'D)**

(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

(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.

**K1.01-10 (CONT'D)**

(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.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

(ii) It--

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

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

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

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

**K1.01-10 (CONT'D)**

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

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

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

**(g) BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003) (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM (APR 2003) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

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

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

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

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

\_\_\_\_\_  
(Insert line item number)

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

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

\_\_\_\_\_  
(Insert line item number)

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

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

\_\_\_\_\_  
(Insert line item number)

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

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

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

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

[ ] are  
[ ] are not

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

(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.

**K1.01-10 (CONT'D)**

(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)

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

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

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

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

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

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

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

(DFARS 252.212-7000, tailored)

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

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

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [  ], is not [  ] a master solicitation for the HONDURAS PC&S Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is FEBRUARY 25, 2004. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers 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.

(iv) 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;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) 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.

(ii) 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

(d) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **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.

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

(h) **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.

(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.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) If the Contracting Officer determines that negotiations are necessary, the Government will then 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.

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

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

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

**L2.05-5 (CONT'D)**

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not 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 prices offered, unless the offeror specifies otherwise in the offer.

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

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**(n) 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 address in (i) above. 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--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
BUILDING 4, SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094  
TELEPHONE: (215) 697-2179  
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) 697-2179; 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.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

**L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;

and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

**L2.11-3****(CONT'D)**

(d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: (703) 767-8506.

(2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

**TO:** (Name and office code, i.e., Mary Smith, DESC-PH)

**FROM:** (Originator's name, complete company name and address)

**Verification number:** (Originator phone number and FAX number)

**Description:** (Solicitation number)

**Number of pages:**

(f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of a garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(DESC 52.215-9FA6)