

G16-94 DIESEL FUEL, LS#2 (DYED) (LSS) 450,000 GL
MAX. SULFUR CONTENT 0.50%
TANK TRUCK (TT), W/ AN ADDITIONAL 35 FOOT OF HOSE
INTO
2/30,000 GALLON TANKS
1/25,000 GALLON TANK
1/15,000 GALLON TANK
1/12,000 GALLON TANK
1/10,000 GALLON TANK
DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY
LOADING RACK METERED TICKET REQ'D.
MULTIPLE DROP

Item G21-46/LAWRENCEVILLE, GA is canceled in its entirety and replaced with Item G21-94:

G21 LAWRENCEVILLE,
GA, HHS, 602 WEBB-GIN HOUSE RD
GWINETT COUNTY
DELIVERY FEDAAC: 754311
ORDERING OFFICE: 770-339-5907/404-242-6781

G21-94 DIESEL FUEL, LS#2 (DYED) (LSS) 75,000 GL
MAX. SULFUR CONTENT 0.50%
TANK TRUCK (TT), W/ AN ADDITIONAL 35 FOOT OF HOSE
INTO
2/15,000 GALLON TANKS
DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY

Item G22-46/CHAMBLEE, GA is canceled in its entirety and replaced with Item G22-94:

G22 CHAMBLEE,
GA, HHS, 4770 BUFFORD HWY
DEKALB COUNTY
DELIVERY FEDAAC: 754311
ORDERING OFFICE: 404-842-6781

G22-94 DIESEL FUEL, LS#2 (DYED) (LSS) 50,000 GL
MAX. SULFUR CONTENT 0.50%
TANK TRUCK (TT), W/ AN ADDITIONAL 50 FOOT OF HOSE
INTO
1/12,000 GALLON TANK
1/8,000 GALLON TANK
1/1,000 GALLON TANK
1/500 GALLON TANK
DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY
MULTIPLE DROP

C. Clause B1.01-2, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION), is hereby modified to **ADD** the following new line items:

252 FT MCPHERSON,
GA, ARMY, DOL
FULTON COUNTY
DELIVERY DODAAC: W33BL9
BILLING DODAAC: W33NY3
ORDERING OFFICE: 404-464-4183
ORDERING DODAAC: W80DE2

252-BD BIODIESEL B20 (BDI) 900,000 GL
PORTS ACTIVE
TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ESCORT REQUIRED

533 JACKSONVILLE,
NC, NAVY, NAVAL AVIATION DEPOT, BUILDING 125, WRIGHT STREET
(F/NAS JACKSONVILLE)
DUVAL COUNTY
DELIVERY DODAAC: N65886
BILLING DODAAC: N60957
ORDERING OFFICE: 904-542-2481 EXT. 342
ORDERING DODAAC: N68836

533-28 GASOLINE, REG UNL (MUR) 78,000 GL
PORTS ACTIVE
TANK WAGON (TW),
DELIVERY HOURS: 0700-1400 MONDAY TO FRIDAY
MAXIMUM DELIVERY: 5,200 GALLONS

824 ROBINS AFB
GA, USAF, 78 SPTG SVF, BLDG 1011, 755 WARNER ROBINS ST.
HOUSTON COUNTY
DELIVERY DODAAC: FF2065
ORDERING OFFICE: 912-926-5717
ORDERING DODAAC: FP2065

824-10 GASOLINE, AVIATION (100LL) 48,000 GL
PORTS ACTIVE
TANK WAGON (TW), / TANK TRUCK (TT) W/PUMP INTO
1/2,000 GALLON ABOVE GROUND TANK AT BLDG 184
DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY
AVG DEL: 1,500 GALS (APPROX'LY 3,000 GALS PER
MONTH)
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 874-10.
THIS FUEL IS CAPITALIZED

825 ROBINS AFB,
GA, USAF, AFMC, 78 ABW, STATE HWY 247
HOUSTON COUNTY
DELIVERY DODAAC: FP2067
ORDERING OFFICE: 912-926-3843
ORDERING DODAAC: FP2067

825-13 DIESEL FUEL #2 (DL2) 500,000 GL
PORTS ACTIVE
TANK TRUCK (TT), W/PUMP INTO
1/25,000 GALLON TANK
2/24,000 GALLON TANKS
LOADING RACK METERED TICKET REQUIRED.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 874-13.
THIS FUEL IS CAPITALIZED

825-24 GASOHOL, REG UNL (GUR) 607,000 GL
PORTS ACTIVE
TANK TRUCK (TT), W/PUMP INTO
1/25,000 GALLON TANK
1/24,000 GALLON TANK
BOTH LOCATED AT TANK FARM BLDG 195
ANTICIPATE 4% ON HIGHWAY USE
LOADING RACK METERED TICKET REQUIRED.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 875-24/28.
THIS FUEL IS CAPITALIZED

825-28 GASOLINE, REG UNL (MUR) 0 GL
 PORTS ACTIVE
 TANK TRUCK (TT), W/PUMP INTO
 1/25,000 GALLON TANK
 1/24,000 GALLON TANK
 BOTH LOCATED AT TANK FARM BLDG 195
 LOADING RACK METERED TICKET REQUIRED.
 THIS FUEL IS CAPITALIZED
 NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 875-24/28.
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 825-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE
 GOVERNMENT.

825-83 DIESEL FUEL #2, (DYED) (DLS) 2,170,000 GL
 MAX. SULFUR CONTENT 0.05 %
 PORTS ACTIVE
 TANK TRUCK (TT), W/PUMP INTO
 1/1,054,213 GALLON TANK
 1/240,000 GALLON TANK
 1/25,000 GALLON TANK
 LOADING RACK METERED TICKET REQUIRED.
 DELIVERY: OCTOBER THRU MARCH
 MAY REQUIRE UP TO 5 TRUCKLOADS PER DAY.
 THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
 ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
 GAS CURTAILMENT THE CONTRACTOR IS REQUIRED TO
 COMMENCE DELIVERIES WITHIN 48 HOURS OF
 NOTIFICATION.
 NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 875-83.
 THIS FUEL IS CAPITALIZED

- 880 ST JOSEPH,
MO, AFNG, 139 AW, ROSECRANS MEMORIAL AIRPORT, US HWY 36
& KANSAS 23B
BUCHANAN COUNTY
DELIVERY DODAAC: FP6252
ORDERING OFFICE: 816-236-3266
ORDERING DODAAC: FP6252
- 880-12 DIESEL FUEL #1 (DL1) 47,000 GL
PORTS ACTIVE
TANK WAGON (TW), INTO
1/5,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 935-12.
THIS FUEL IS CAPITALIZED
- 880-13 DIESEL FUEL #2 (DL2) 33,000 GL
PORTS ACTIVE
TANK WAGON (TW), INTO
1/5,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 935-13.
THIS FUEL IS CAPITALIZED
- 880-24 GASOHOL, REG UNL (GUR) 50,000 GL
PORTS ACTIVE
TANK WAGON (TW), INTO
1/5,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 935-24/28.
THIS FUEL IS CAPITALIZED
- 880-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE
TANK WAGON (TW), INTO
1/5,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 935-24/28.
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 880-24.
AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE
GOVERNMENT.

D. Clause B1.01-2, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION), is hereby modified to **CORRECT** the following line item delivery narratives:

1. Location **790- (Fort Walton Beach, FL)** - The Ordering Office Phone Number Area Code is changed from 904 to 850. The number is 850-884-7690.

2. Item **790-24/28/Fort Walton Beach, FL** – The tank narrative is changed from 1/2,000 Gallon to 1/12,000 Gallon Tank. The following note is added to the Delivery Narrative:

“MULTIPLE COMPARTMENT TANK TRUCKS ONLY”

3. Item **790-BD/Fort Walton Beach, FL** – The following note is added to the Delivery Narrative:

“MULTIPLE COMPARTMENT TANK TRUCKS ONLY”

4. Item **788-24/28 and 788-13/Eglin AFB, FL** – The delivery narrative mode for each item is changed to read **“TANK TRUCK (TT), W/PUMP & 35 FEET OF HOSE”**

E. DoD Items 997-24/28/Fort Bragg, NC, 998-24/28/Fort Bragg, NC, and 999-13 and 999-28/Columbia, SC, are incorrectly listed under the Non-PORTS schedule in Clause B1.01, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S). The delivery narratives for these items are corrected to **ADD** the statement **“***PORTS ACTIVE***”** and the narratives are removed from Clause B1.01 and moved under the PORTS schedule in Clause B1.01-2, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION).

F. The “Base Reference Price Sheet Escalators” listed in Amendment 0001 is corrected as follows:

<u>ITEM</u>	<u>LOCATION</u>	<u>COUNTY/ PARISH</u>	<u>MARKET AREA</u>	<u>ESCALATOR</u>	<u>BASE REF PRICE FOR 10/21/2002</u>
U.S. ARMY LOCATIONS					
055-24/28	Ft. Rucker, AL	Dale	C	AXXIS Albany, GA, Reg UNL	0.9352
285-83	Abbeville, LA	Plaquemines	A	OPIS New Orleans, LA No. 2 LS	0.8542
288-83	Abbeville, LA	Plaquemines	A	OPIS New Orleans, LA No. 2 LS	0.8542
290-83	Bogalusa, LA	Washington	A	OPIS New Orleans, LA No. 2 LS	0.8542
292-83	Bossier City, LA	Bossier	B	AXXIS Vicksburg, MS No. 2 LS	0.8846
295-13	Ft. Polk, LA	Vernon	A	OPIS New Orleans, LA No. 2 LS	0.8542
295-28	Ft. Polk, LA	Vernon	A	OPIS New Orleans, LA Reg UNL	0.9113
U.S. NAVY LOCATIONS					
640-24/28	New Orleans, LA	Plaquemines	A	OPIS New Orleans, LA Reg UNL	0.9113
640-68	New Orleans, LA	Plaquemines	A	OPIS New Orleans, LA No. 2 LS	0.8542
U.S. AIR FORCE LOCATIONS					
873-13	Bridgeton, MO	St. Louis	B	AXXIS St. Louis, MO No. 2 LS	0.9399
OTHER DOD LOCATIONS					
991-28	Ft. Stewart, GA	Liberty	C	AXXIS Savannah, GA Reg UNL	0.9647
999-24/28	Columbia, SC	Richland	D	AXXIS Spartanburg, SC Reg UNL	0.9329

<u>ITEM</u>	<u>LOCATION</u>	<u>COUNTY/ PARISH</u>	<u>MARKET AREA</u>	<u>ESCALATOR</u>	<u>BASE REF PRICE FOR 10/21/2002</u>
FEDERAL CIVILIAN / USPS LOCATIONS					
K76-46	Springfield, MO	Greene	D	AXXIS Springfield, MO No. 2 HS	0.8958
K76-68	Springfield, MO	Greene	D	AXXIS Springfield, MO No. 2 LS	0.9363
L50-68	Elizabeth City, NC	Pasquotank	D	OPIS Norfolk, VA No. 2 LS	0.8684
N23-24/28	Estill, SC	Hampton	A	AXXIS Savannah, GA Reg UNL	0.9647
N23-94	Estill, SC	Hampton	A	AXXIS Savannah, GA No. 2 LS	0.8383

G. The following base reference prices for items added/revised in paragraphs B and C of this amendment are incorporated into the "Base Reference Price Sheet Escalators" listing:

<u>ITEM</u>	<u>LOCATION</u>	<u>COUNTY/ PARISH</u>	<u>MARKET AREA</u>	<u>ESCALATOR</u>	<u>BASE REF PRICE FOR 10/21/2002</u>
U.S. ARMY LOCATIONS					
252-BD	Ft. McPherson, GA	Fulton	A	AXXIS Atlanta, GA No. 2 LS	0.8776
U.S. NAVY LOCATIONS					
533-28	Jacksonville, FL	Duval	C	AXXIS Jacksonville, FL REG UNL	0.9483
U.S. AIR FORCE LOCATIONS					
824-10	Robins AFB, GA	Houston	A	AXXIS Atlanta, GA PRE UNL	1.0313
825-13	Robins AFB, GA	Houston	A	AXXIS Atlanta, GA No. 2 LS	0.8776
825-24/28	Robins AFB, GA	Houston	A	AXXIS Atlanta, GA REG UNL	0.9363
825-34	Robins AFB, GA	Houston	A	AXXIS Atlanta, GA No. 2 HS	0.8152
825-83	Robins AFB, GA	Houston	A	AXXIS Atlanta, GA No. 2 LS	0.8776
880-12	St Joseph, MO	Buchanan	A	AXXIS Kansas City, KS No. 1 LS	0.9958
880-13	St Joseph, MO	Buchanan	A	AXXIS Kansas City, KS No. 2 LS	0.9371
880-24/28	St Joseph, MO	Buchanan	A	AXXIS Kansas City, KS REG UNL	1.0013
FEDERAL CIVILIAN / USPS LOCATIONS					
E28-24/28	Marianna, FL	Jackson	E	OPIS Panama City, FL REG UNL	0.9364
G16-94	Atlanta, GA	DeKalb	A	AXXIS Atlanta, GA No. 2 LS	0.8776
G21-94	Lawrenceville, GA	Gwinnett	A	AXXIS Atlanta, GA No. 2 LS	0.8776
G22-94	Chamblee, GA	DeKalb	A	AXXIS Atlanta, GA No. 2 LS	0.8776

H. Clause C16.27, FUEL, BIODIESEL (B20) (DESC JUL 2002) in Solicitation SP0600-03-R-0005, Page 150, is **DELETED AND REPLACED** by Clause C16.27, FUEL, BIODIESEL (B20) (DESC NOV 2002). The clause is included in this amendment.

I. Clause G9.07, ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC JUN 2000), is **ADDED** to the solicitation. The clause is included in this amendment. Please note that Clause G9.07 does not need to be completed until after a resultant contract is awarded. See Clause G9.09-1 for details regarding EFT data submission for DESC-funded (Army, Navy, Air Force and DoD) items.

J. Clause G9.09-1, PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACT REGISTRATION (MAY 1999) is **ADDED** to the solicitation. The clause is included in this amendment.

K. Clause G150.06-1, SUBMISSION OF INVOICES FOR PAYMENT (AF SITES)(DESC OCT 2001), is **DELETED** from the solicitation.

C16.27 FUEL, BIODIESEL (B20) (DESC NOV 2002)

Offered product shall conform to the following requirements that define a fuel suitable for use in automotive diesel engines.

(a) **PRODUCT COMPOSITIONAL REQUIREMENTS.** Product shall consist of a blend of 20 percent (plus or minus one percent) virgin soybean or rapeseed oil blendstock conforming to the requirements of ASTM D 6751 and 80 percent minimum low sulfur diesel fuel oil conforming to ASTM D 975, grade low sulfur number 1-D or grade low sulfur number 2-D.

(b) **PRODUCT PERFORMANCE REQUIREMENTS.** The finished biodiesel blend shall conform to the following requirements:

<u>TEST</u>	<u>METHOD</u>	<u>VALUE</u>
1. Appearance	ASTM D 4176, Procedure 1	Clear & Bright
2. Acid Number, mg KOH/g	ASTM D 664	0.2 max.
3. Density at 15°C, kg/m ³	ASTM D 4052 ASTM D 1298	0.86 - 0.90
4. Viscosity, mm/S at 40°C	ASTM D 445	1.3 - 4.1
5. Flashpoint, °C	ASTM D 93	Apr - Sep: 52 min. Oct - Mar: 38 min.
6. Cloud point, °C OR Cold Filter Plugging Point, °C	ASTM D 2500 ASTM D 6371	see (c) below see (c) below
7. Sulfur Content, mass %	ASTM D 2622	0.05 max.
8. Distillation Temperature, °C 90% evaporated	ASTM D 86	338 max.
9. Carbon Residue on 10% bottoms, mass %	ASTM D 524	0.35 max.
10. Cetane Number	ASTM D 613	40 min.
11. Ash Content, mass%	ASTM D 482	0.01 max.
12. Water and Sediment, volume%	ASTM D 2709	0.05 max.
13. Copper Corrosion, 3 hours @ 50°C	ASTM D 130	No. 3

(c) **PRODUCT LOW TEMPERATURE PERFORMANCE.** The lower temperature performance of the B20 shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point (CFPP). When specified, the maximum cloud point of the B20 shall be equal to or lower than the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, when tested in accordance with ASTM D 2500. When specified, the maximum CFPP of the B20 shall be a minimum of 10 degrees Celsius below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, when tested in accordance with ASTM D 6371.

(DESC 52.246-9FEL)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)

(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.

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.

Four horizontal lines with vertical tick marks, intended for entering 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 Automated Clearing House (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) and (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)

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

G9.09-1 Cont'd

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
contract, and account number at the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)