

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
- Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code)	5. ITEMS TO BE PURCHASED (Brief description)
--	--

6. PROCUREMENT INFORMATION (X and complete as applicable)

<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)		b. ADDRESS (Include Zip Code)	
c. TELEPHONE NUMBER (Include Area Code and Extension)	d. E-MAIL ADDRESS		

9. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)

WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
-------------------	-------------------------------

c. ACTION OFFICER

(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
---	-----------

(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)
---------------	----------------------------

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

(Cont'd.)

2. with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
3. A Preproposal Conference, in conjunction with a site visit, will be held on **September 9, 2004** commencing at 9:00 a.m. at NAES Lakehurst, NJ (see Clause L196). Contractors are requested to submit by email or fax the names(s) of individuals who plan to attend on or before **September 2, 2004**. No other site visits will be allowed.
4. Any questions regarding this requirement should be submitted in writing to this office either by email to Patricia.Littlejohn@dla.mil or by fax to (703) 767-0766 no later than **September 15, 2004**.
5. The following clause is **critical** to your offer: L2.31, Proposal Format and Content.
6. Questions regarding small business matters may be directed to the Associate Director of DESC's Small Business Office (DESC-DU) at (703) 767-9465.
7. **IMPORTANT NOTICE: All contractors must be registered in the Central Contractor Registration. See clause I1.07 for details.**
8. **FACSIMILE PROPOSALS are not authorized.**
9. The Government intends to evaluate proposals and award a contract after written or oral discussions with all responsible offerors that submitted proposals within the competitive range (See Clause L2.05-8). The source selection decision will be based on a combination of the technical proposal, past performance and socioeconomic subcontracting procedures/intentions (See Clause M28).

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***OSP = Offeror Submission Package, Attachment 1**

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 40
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SP0600-04-R-0074	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED 2004/08/20	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Rd, Suite 2945 Fort Belvoir VA 22060-6222		CODE SCO600	8. ADDRESS OFFER TO (If other than item 7) ATTN: BID CUSTODIAN, DESC-FPB, ROOM 2945 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD, SUITE 4950 FORT BELVOIR VA 22060-6222 FAX: 703-767-0766 Verification: 703-767-9350		
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".					

SOLICITATION

9. Sealed offers in original and three (3) copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8 or if handcarried, in the depository located in DESC-FPB, Room 2945 until 3:00 PM local time September 20, 2004.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.214-17 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME PATRICIA LITTLEJOHN	B. TELEPHONE NO. (NO COLLECT CALLS) 703-767-8641	C. E-MAIL ADDRESS Patricia.Littlejohn@dla.mil
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OFFER

(Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CAGE CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
			Telephone: _____ Facsimile: _____

15B. TELEPHONE Number (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD

(To be completed by Government)

19. ACCEPTED AS TO ITEM NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTRATION BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type of print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
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B33.100 SERVICES TO BE FURNISHED (MULTIYEAR) (GOCO) (DESC DEC. 2002)

LINE ITEMS.

(1) LINE ITEM 0001.

The contractor will provide aircraft refueling services and fuel management functions (issue and defuel, product quality surveillance, sampling and testing, and fuel laboratory operations in accordance with the PWS for the period December 1, 2004 through November 30, 2008.

The price per month is \$ _____

(2) LINE ITEM 0002.

The contractor will provide ground fuel delivery operations at NAES Lakehurst, NJ in accordance Section C of the PWS for the period December 1, 2004 through November 30, 2004.

The price per month is \$ _____

(3) LINE ITEM 0003.

**NONPERSONAL SERVICES AND SUPPLIES:
(COST REIMBURSEMENT - MAINTENANCE)**

The Contractor shall provide nonpersonal services, maintenance, and supplies at NAES Lakehurst, NJ in accordance with the PWS, Section C-4.0 and C-4.1.

NOTE: The Contractor will be reimbursed for services, under Line Item 1003, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services. The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 1001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$5,000.00: COST ESTIMATE/YEAR

(4) LINE ITEM 0004.

- (1) Payment for **augmentation** worked in accordance with the following rates (show computation in (b) below):

<u>SUBLINE ITEM#</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer – Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer – Overtime	\$ _____/hour
0004AC	Fuel System Distribution Operator – Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Operator - Overtime	\$ _____/hour

- (2) The Ordering Officer for augmentation at NAES Lakehurst, NJ shall be the Commanding Officer or designee.

B33.100 (cont'd.)

(b) AUGMENTATION RATES.

- (1) Payment for **augmentation – straight time** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0004. Computation follows:

CATEGORY

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate) _____
 Subtotal
 Plus Profit (specify rate) _____
 Total Straight-Time Rate

*Payroll Taxes and Insurance

- (2) Payment for **augmentation – overtime** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0004. Computation follows:

CATEGORY

Base Rate times 1.5
 Plus PT & I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate

*Payroll Taxes and Insurance

NOTE: When the contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

E1.01 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT INSPECTION OF SERVICES (DESC AUG 1981)

If any inspection or test is made by the Government on the premises of the Contractor or subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties.

(DESC 52.246-9FE5)

E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

- (a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

E5.03 (cont'd.)

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

(FAR 52.246-4)

E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense.

(DESC 52.246-9FF5)

E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

(DESC 52.246-9F30)

F1.25-1 PERIOD OF PERFORMANCE (AARD) (MULTIYEAR) (DESC APR 1994)

The performance periods for all line items will be--

1st December 1, 2004 through November 30, 2005

2nd December 1, 2005 through November 30, 2006

3rd December 1, 2006 through November 30, 2007

4th December 1, 2007 through November 30, 2008

(DESC 52.242-9F95)

F2.01 NOTICE OF DELIVERIES (AARD) (DESC FEB 1990)

When the Contractor has made 80 percent of the estimated truck movements for each performance period, he shall promptly notify the station Commanding Officer in writing with a copy to the Contracting Officer.

(DESC 52.242-9FL5)

F30.05 ORDERING CONDITIONS (AARD) (DESC APR 1984)

Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. Orders issued under this clause shall be subject to written confirmation, to include obligation of funds. Such orders shall be "issued" for purposes of this contract at the time of issuance shown on the Ordering Officer's written log. The Ordering Officer is responsible for ensuring that funds are available prior to issuing verbal orders.

(DESC 52.216-9FE5)

G1 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(DFARS 252.242-7000)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G8 DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)

The Property Administrator will be the Commanding Officer at the location at which services required hereunder are performed.

(DESC 52.242-9F60)

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-

G9.06 (cont'd.)

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: _____

G9.07 (cont'd.)

(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.

|

G9.07 (cont'd.)

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

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

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

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

(h) NOTICE TO FOREIGN SUPPLIERS.

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

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

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

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ1)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(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 the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) CONTRACTOR'S EFT INFORMATION. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event

G9.09 (cont'd.)

that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(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.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and 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 an improper invoice and delays in accrual of interest penalties apply.

(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 provisions of paragraph (d) of this clause 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 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 register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. 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 made 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 contained in the CCR database.

(FAR 52.232-33)

G148.05 SUBMISSION OF INVOICES FOR PAYMENT (SERVICES) (DESC MAR 2002)

Monthly services invoices shall be mailed directly to the Accounting and Finance Office after self-certification. All other invoices are mailed to the Contract Administration Office (CAO) after Quality Representative (QR) certification. Specific procedures follow:

(a) **MONTHLY INVOICES.** Contractors shall present invoices for monthly services (original and 3 copies) directly to the following Accounting and Finance Office within one month following the performance of the respective services:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
 STOCK FUND DIRECTORATE
 FUELS ACCOUNTING AND PAYMENTS DIVISION
 ATTN: DFAS-BVD/FB/CC
 P.O. BOX 182317
 COLUMBUS, OH 43218-2317

Each invoice will be certified by an official of the company in the following manner:

"I certify that the services were performed, that the amounts reflected hereon are in conformance with the contract, and that the amounts are correct and proper for payment."

Signature

PRINTED NAME AND TITLE

(b) **ALL OTHER INVOICES.**

(1) Contractors shall address invoices to the Accounting and Finance Office listed in (a) above.

(2) Contractors shall certify that the invoice is true and correct and shall attach supporting documentation (e.g., subcontractor bills or invoices) for cost reimbursement invoices.

(3) Contractors shall then present the invoice (original and 4 copies) to the cognizant QR for certification that the invoice is true and correct to the best of the QR's knowledge and that the supplies or services included on the invoice have been provided.

(4) Last, Contractors shall submit the invoice to the applicable CAO address below for approval and for processing to the Accounting and Finance Office for payment. Upon mutual agreement between the Contractor and the QR, the QR may submit the invoice directly to the CAO after certification. The Administrative Contracting Officer (ACO) may authorize the Contractor to send certified invoices directly to the Accounting and Finance Office, concurrent with a copy to the applicable CAO address below. Such ACO authorization must be specifically provided in the contract or modification thereto.

CONUS Contract Locations

ATTN DESC-FPA FPB ROOM 2945
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN RD SUITE 4950
 FORT BELVOIR VA 22060-6222

OCONUS Contract Locations

ATTN DESC-FPC ROOM 2945
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN RD SUITE 4950
 FORT BELVOIR VA 22060-6222

(c) **OVERTIME.** When the Contractor is authorized by the designated Defense Energy Region (DER) to perform services in excess of normal working hours, the Government will reimburse the Contractor as described in (1) and (2) below. Each invoice for overtime will specify the number of people working, their employment classification, number of hours worked, and the hourly rate of compensation. The written authorization from the DER must be attached to the invoice. (The authorization for overtime may be given initially by telephone, but later must be

G148.05 (cont'd.)

provided in writing by the DER to the Contractor.) Follow instructions given in (b) above for submission of overtime invoices.

(1) **GOCO (Government-Owned, Contractor-Operated).** The Government will reimburse actual overtime labor rate paid times actual overtime hours, plus social security taxes, insurance, and fringe benefits. No profit or G&A (general and administrative expenses) will be allowed. (Profit and G&A should be included in the monthly services charge based on the dollars estimated for the overtime line item.)

(2) **COCO (Contractor-Owned, Contractor-Operated).** The Government will reimburse at the rate specified in the Schedule clause.

(DESC 52.232-9FF5)

H51.03 INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS (DESC AUG 1998)

(a) The General Liability Worker's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor and any subcontractors pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$ 100,000 per person
 AT LEAST \$1,000,000 per accident
 Property Damage.....AT LEAST \$1,000,000 per accident
 Worker's Compensation.....AT LEAST \$100,000 except in states with exclusive monopolistic funds which do not permit the writing of workmen's compensation by private carriers (Nevada, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming). (Longshore and Harbor Workers' Compensation must also be provided when applicable.)

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$200,000 per person
 AT LEAST \$500,000 per accident
 Property Damage.....AT LEAST \$ 20,000 per accident

(b) Prior to the commencement of work hereunder, at the request of the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F05)

I1.01-4 DEFINITIONS (CONT'D) (STORAGE) (DESC JAN 1996)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing services.

(b) **Petroleum storage facilities** shall include --

(1) The tanks enumerated in the Schedule and all installations, fixtures, and equipment required for safe and expeditious movement of petroleum products into and out of such tanks;

(2) Fencing, flood lighting, dikes or fire walls, suitable fire fighting plan and watchman services to the extent necessary to comply with local regulations and standard commercial practices; and

(3) Whatever unloading and loading facilities that may be required to receive and ship product by the method(s) specified in the Schedule.

(c) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed-type valves, etc.

(d) **Dedicated system** means a self contained, single product system with no pipeline connections to any other system in the facility.

II.01-4 (cont'd.)

(e) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

(f) **Shell capacity** means the gross volumetric capacity of the storage tank as determined from tank calibration.

(g) **Fill capacity** means the capacity of the storage tank when filled to the maximum fill level, i.e., the highest point to which a petroleum storage tank may be filled with product, allowing for product expansion and other safety considerations.

(h) **Product or products** means the Government-owned petroleum product(s) within one of the following categories which the Schedule indicates the Contractor is to receive, store, handle, and ship under this contract:

- (1) Crude oil shall include any unrefined petroleum in its natural state;
- (2) Light fuels includes any grade of the following distillate fuel types: aircraft engine fuels, motor gasoline, naphtha and like solvents, kerosene, diesel fuels and numbers 1 and 2 heating fuels;
- (3) Heavy fuels includes number 4 heating fuel and all residual type fuels;
- (4) Lubricating oil includes all grades of such product utilized in aircraft, automotive, diesel, and marine engines;

(5) Packaged products means all products packaged in containers of 55-gallon capacity or less.

(i) **Unit of quantity** means--

- (1) The U.S. gallon of 231 cubic inches;
- (2) The barrel of 42 U.S. gallons;
- (3) The long ton of 2240 pounds; and
- (4) The pound of 16 ounces, depending upon the unit shown in the Schedule.

(j) **Description of services to be performed** as stated in the CHANGES - FIXED PRICE clause is defined to include, but is not limited to, the following:

- (1) The grade or type of product by specification;
- (2) The regular working hours set forth in the schedule;
- (3) The method of receiving or shipping.
- (4) The specifications of Contractor-furnished equipment,
- (5) The provisions of the General Delivery Conditions as amended;
- (6) The number of the Contractor-furnished units (equipment);
- (7) The response time;
- (8) The estimated truck movement; and
- (9) The MERT hours.

(k) **Equipment or delivery and servicing equipment** as used herein means those fuel and/or oil servicing units such as tank trucks, tank trailers, mobile hose carts, pantographs (fixed or mobile), small trailers and drums together with the necessary prime movers.

(l) **Fuel and Oil** used herein means aircraft reciprocating engine fuel, aircraft turbine and jet engine fuel, aircraft reciprocating engine oil, and jet engine oil.

(m) **Response time** is defined as that interval of time between the time a call is placed on the Contractor to service an aircraft and the time the Contractor's equipment is in position to service said aircraft.

(n) For purposes of this contract, the term **truck movement** as set forth above is defined to be any of the following:

(1) The movement of a refueler, defueler, or oiler to, and servicing of, an aircraft. In the event that more than one aircraft is serviced as a result of one service call, each individual aircraft servicing shall be considered a "truck movement."

(2) The movement of a combination refueler/oiler which services an aircraft with both products. Such movement shall be considered a 1 1/2 "truck movement."

(3) The movement of a combination refueler/oiler which services an aircraft with oil only. Such movement shall be considered one "truck movement."

(4) Servicing of group support equipment, small tanks, and/or other units as designated by the Commanding Officer, with either jet fuel or AVGAS, shall count as truck movements if dispatched separately. Each

I1.01-4 (cont'd.)

such servicing, if performed in multiples or in conjunction with aircraft fuel delivery, shall be counted as a 1/5 "truck movement" with the exception of the first which will count as one "truck movement."

(5) The movement of a refueler, defueler, or oiler as the result of a service call which is not completed, due to no fault of the Contractor.

(6) The movement of a refueler, defueler, or oiler to a tank farm for purposes of refilling or discharging product as applicable. With regard to refueler refilling, only those refills totaling 1,000 gallons or more per vehicle shall be considered a truck movement. The Commanding Officer may, at his discretion, exercise control and supervision over the refilling/discharging operation.

(DESC 52.202-9F35)

I102.02 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PAYROLL TAX ADJUSTMENT (DESC JUL 1988)

(a) The Contractor warrants that the prices set forth in this contract do not include any contingency allowance for increased costs for which adjustment is provided by this clause.

(b) When payroll taxes that are applicable to this contract by law (i.e., Workmen's Compensation, Federal Unemployment Insurance (FUI), State Unemployment Insurance (SUI), and Federal Insurance Compensation (FICA) rates) are revised or imposed after award, increasing or decreasing the Contractor's costs under this contract, the contract price or contract unit price will be adjusted to reflect the changes. This adjustment shall be limited to increases or decreases in payroll taxes and shall not include any amount for general and administrative cost, overhead, or profit.

(c) The Contractor shall notify the Contracting Officer of any increases or decreases claimed under this clause within 30 days after the effective date of the change in payroll taxes, unless this period is extended by the Contracting Officer in writing. In the case of any decrease in payroll taxes, if a Contractor fails to promptly notify the Contracting Officer, the Government retains the right to submit a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any other relevant data in support thereof that may reasonably be required by the Contracting Officer. Upon agreement of the parties, the contract price shall be modified in writing. Pending agreement on or determination of any such adjustment and its effective date, the Contractor shall continue performance.

(d) The Contracting Officer or his authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(DESC 52.222-9F10)

I113 GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)

If for any reason the Contractor's right to perform the services required by this contract is terminated, the Contractor agrees that the Government shall have the right to use and operate any or all of the Contractor's equipment for a period not to exceed 120 days for the purpose of servicing aircraft. Contractor shall be paid for the use of equipment at the rate of \$30.00 per day per refueler/defueler/oiler used. The Contractor shall be responsible for removing such equipment at no cost to the Government when notified by the Contracting Officer.

(DESC 52.211-9F90)

I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

I116 (cont'd.)

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

I116.01 LIABILITY FOR FUEL SPILLS (DESC OCT 1998)

The Contractor shall take all measures required by law and good business practice to prevent fuel spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event that the Contractor's failure to take such measures results in a fuel spill, the Contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the Contractor shall reimburse the Government for any resulting fines or penalties. For purposes of this clause, the term **fuel** includes all petroleum and additive products.

(DESC 52.223-9F40)

I119.04 INVENTORY CONTROL RECORDS AND SYSTEMS OF RECORD (DESC MAY 2004)

(a) **INTRODUCTION.** The Contractor shall prepare all documentation and systemically process related transactions in accordance with the information and instructions provided herein. Documents and procedures are subject to change. The Government shall notify the Contractor at least 30 days prior to implementation of any change. Unless the Government has specifically stated it will provide the hardware (usually at Government-owned facilities), the Contractor shall provide requisite hardware (specifications will be provided by the Government) capable of processing all applicable inventory and accounting transactions on a daily basis (weekdays excluding weekend and holidays) through DESC-provided applications or software. The current processing methodologies include via TELNET/DADS to the Defense Fuels Automated Management System (DFAMS) or via a web/internet-based or web dial-in application under the Fuels Automated System (FAS) program (transactions are processed to the FAS Enterprise Server (FES)). The FAS applications require the Contractor to either have internet access (with static IP address capability) or establish a dial-in account to the DESC FAS web server (once system access has been approved). Currently, DESC web-based applications use the DoD Public Key Infrastructure (PKI) compliant web browser which will be provided to the Contractor by DESC. These identified DESC systems require user identifications and passwords in accordance with DoD Automated Data Processing (ADP) Level III systems access. The Contractor shall be responsible for (in conjunction with DESC/DLA) identifying employees that will be processing inventory/accounting transactions for obtaining requisite systems access for those employees. It should be noted that DoD ADP Level III systems access requires a National Agency Check (NAC) investigation. Those contractors which have not had a NAC will be provided

II19.04 (cont'd.)

forms and fingerprint cards for the investigation, which DLA will initiate. The Contractor shall notify DESC when Contractor personnel with access privileges no longer work at the contract facility or no longer require access.

(b) AUTOMATED FUEL INVENTORY REPORTING REQUIREMENTS.

(1) The Contractor shall prepare all necessary documentation (see paragraph (b)(5)) for, and systemically process, each transaction affecting the inventory of Government-owned products in its possession by virtue of this contract. Within 24 hours of each transaction, the Contractor shall input transaction data into the automated inventory and accounting system(s) or applications designated/provided by the Government. Initial training for inputting transactional data will be provided by the Government via on-site support or via electronic means, such as user manuals or on-line support/tutorials, after which the Contractor assumes all responsibility for timeliness and accuracy of transaction data input by its employees. The Contractor shall prepare and report each transaction in accordance with guidance provided during the training and, thereafter, by qualified Government representatives. The Government will advise the Contractor of any changes in processing and reporting procedures. The Government reserves the right to telephone the Contractor on a daily basis (Monday through Friday, except holidays) to obtain information concerning transactions processed *to* monitor transactions using identified processing systems.

(2) The Contractor shall record the physical inventory quantity (corrected to 60 degrees Fahrenheit) in the automated inventory system for each Government-owned product stored at the facility. Daily inventories shall be recorded as of 0800 local time and monthly inventory shall be recorded as of 0800 local time on the first calendar day of each month. However, systemically, the end of month (EOM) physical inventory shall be reported against the last calendar day of the preceding month. The Contractor shall have the account reconciled by the third working day of the month.

(3) The Contractor shall prepare inventory adjustment documents (DD Form 1348-8) when inventory variances (discrepancies) exceed tolerance factors*; and when determinable losses occur, such as contaminated fuels, spills, pipeline ruptures, explosions or loss of product samples (five gallons or more) shipped to laboratories. A statement shall be provided by the Contractor on each inventory adjustment document explaining each gain and/or loss in excess of DESC provided tolerances. Each document shall be signed and dated by the Contractor's representative and the authorized Government representative and copies provided to DESC-FIE and DESC-FIW. The authorized Government representative shall indicate whether he/she concurs or nonconcurs with the statement and shall provide an explanation for any nonconcurrence. The term **authorized Government representative**, as used in this clause, refers to the quality representative assigned to the DFSP.

*Tolerance factors are 0.50 percent (0.005) for aviation and motor gasoline (avgas 130, MUR, MUP, etc.); 0.30 percent (0.003) for JP4; and 0.25 percent (0.025) for other jet fuels, distillates, residuals (JP5/JP8, diesel grades, F76, JPTS, etc.) and FSII.

(4) **END OF MONTH RECONCILIATION.** The Contractor shall have the account reconciled by the third working day of the month. The Contractor shall also provide DESC-FIE and DESC-FIW, within five working days after the end of the month, a written explanation of any discrepancy providing a detailed explanation of any gain or loss transaction in excess of tolerance. The Contractor shall retain all supporting documents on file for future audits.

(5) The following are documentation requirements for transactions:

<u>TRANSACTION</u>	<u>DOCUMENT</u>
<u>SHIPMENTS</u>	
Shipments from a DFSP to authorized customers	DD Form 250/250-1 DD Form 1348-7
Shipments between DFSPs	DD Form 250/250-1 DD Form 1348-7

I119.04 (cont'd.)

RECEIPTS

Receipts from a DESC Procurement Contract	DD Form 250/250-1
Service/Agency Receipts from a DFSP	DD Form 250/250-1 DD Form 1348-7
Receipts from a DFSP (receipts associated with shipments between DFSPs)	DD Form 250-1 DD Form 1348-7
Receipts from an end-user (with or without credit)	DD Form 250/250-1 DD Form 1348-7

INVENTORY

Physical Inventory	DD Form 1348-8
Inventory Adjustments	DD Form 1348-8
Normal handling of variances (excessive)	DESC Form 24 (for FCC 1027 users)
Determinable losses such as spills, line breaks, nonrecoverable tank bottoms, major disasters, combat losses, etc.	
Condition/Identity Change	DD Form 1348-8
Downgrade, regrade, or additive	

(c) OTHER REQUIREMENTS.

(1) **STORAGE TANK OUT OF SERVICE.** Prior to removing a storage tank from service, the Contractor shall immediately notify the authorized Government representative by telephone, with follow-up confirmation in writing, providing the date and time the tank is scheduled to be removed from service. In addition, the Contractor shall provide the authorized Government representative a written estimate of unrecoverable tank bottoms. The estimate will be reviewed and approved by the authorized Government representative prior to submission to DESC.

(2) **UNRECOVERABLE TANK BOTTOMS.** Prior to the end of the contract period, the Contractor shall provide the authorized Government representative a written estimate of unrecoverable tank bottoms. The estimate will be reviewed and approved by the authorized Government representative prior to submission to DESC.

(3) **REPORTING FUEL ADDITIVES AND SLOP FUEL.** Government-owned fuel additives, slop fuel, and transmix stock at the DFSP will be treated as separate and distinct items, and all transactions shall be documented as outlined herein. These products will be recorded in gallons and reported under the approved National Stock Number (NSN).

(i) An auditable identity change document (DD Form 1348-8) shall be used to account for bulk FSII blended with bulk fuel and fuel downgraded to slop. Fractions of a gallon cannot be used (e.g., if 1.5 gallons of FSII were injected, report 1 gallon and record the .5 once a whole gallon is used).

(ii) Packaged additives such as COR, ASA, AS1, AD1, and CO1 shall be accounted for locally using a general log or ledger. As the additive is injected, record the amount in the log to track usage and inventory. No other documentation is required.

(4) **CREATION OF SHIPMENT TRANSACTIONS.** As required and directed by the Government, storage Contractors shall create electronic shipment transactions using the USBank POWERTRACK on-

I119.04 (cont'd.)

line freight payment system. The Government shall advise Contractors of any changes in processing and reporting procedures. Contractors shall contact the Government when additional guidance is required. CONUS storage Contractors shall maintain a daily written log of motor carrier performance to include: carrier, destination, number of trucks ordered, number of trucks furnished, and deficiencies. On the last business day of each calendar month, the Contractor shall forward a copy of the daily written logs to the DESC Americas office having oversight of the motor carrier contract.

(5) **STATEMENT OF AUTHORIZED SIGNATURES.** The Contractor shall furnish the authorized Government representative a statement containing the names and handwritten signatures of persons authorized by the Contractor to receive and accept Government-owned product or property.

(6) **CHANGE IN DFSP OPERATOR.** Transfer of residual inventory from expired contracts will be made regardless of whether there is a change in contractors. The transfer of DFSP product will be accomplished as follows:

(i) The outgoing Contractor, the new Contractor, and the authorized Government representative will jointly gauge all tanks and calculate the physical inventory.

(ii) Upon completion of the inventory, a DD Form 1348-8 will be completed for each grade of fuel.

(iii) The following certification will be typed on each DD Form 1348-8 and signed by the appropriate individuals:

"The inventory recorded on this DD Form 1348-8 has been transferred from contract (old number) to contract (new number) on (date) .

Signature (Outgoing Contractor) / (New Contractor) "

(iv) The Contractor shall provide this information to the Government by telephone and by mailing one copy of each DD Form 1348-8.

(v) The Government will mail three copies of the Inventory Reconciliation Document Register* covering the transfer month to the outgoing Contractor. The outgoing Contractor shall apply appropriate certification to the Inventory Reconciliation Document Register* and retain one copy, provide one copy to the new Contractor, and return the third copy to the Government.

(7) **RETENTION OF ACCOUNTABLE RECORDS AND DOCUMENTS.** All records and documents identified above are DESC-accountable records and must be retained for two years after expiration of the contract.

**Not separately required if DESC provided automated inventory/accounting systems or applications are being used to electronically process transactional data (i.e., applications under the DESC FAS program).*

(DESC 52.245-9F30)

I121 CUSTODY OF PETROLEUM PRODUCT (DESC APR 1968)

(a) Custody of petroleum products and risk of loss thereof shall pass to the Contractor as follows:

(1) **PIPELINE RECEIPTS.** When the product passes the flange connecting the carrier's pipeline and the Government-furnished Contractor-operated pipeline.

(2) **MARINE RECEIPTS.** When the product passes the permanent hose connections of the barge or tanker unloading the product.

(3) **TANK CAR RECEIPTS.** When the tank car comes to rest on the Government-furnished Contractor-operated siding.

(4) **TRANSPORT TRUCK RECEIPTS.** When the product passes from the transport truck discharge hoses into the Government-furnished Contractor-operated receiving facilities whether it be a storage tank, line, or any other type of receiving equipment.

(b) Custody of petroleum products and risk of loss thereof shall pass from the Contractor as follows:

(1) **PIPELINE SHIPMENTS.** When the product passes the flange connecting the Government-furnished Contractor-operated pipeline and the carrier's pipeline.

I121 (cont'd.)

(2) **MARINE SHIPMENTS.** When the product passes the permanent hose connections of the barge or tanker.

(3) **TANK CAR SHIPMENTS.** When the loaded tank car is picked up by the carrier.

(4) **TRANSPORT TRUCK SHIPMENTS.** When the loaded transport truck is released for shipment by the Contractor.

(DESC 52.211-9F85)

I122 USE OF FACILITIES (DESC APR 1984)

(a) The Contractor shall not use the facilities (defined in FAR Part 45) for any purpose other than that required for the performance of this contract.

(b) The Contractor shall not be required to pay rental for the use of the facilities for the performance of this contract. The Contractor shall not include any amount on account of rental of the facilities as an element of price or cost under this contract. The Contractor further agrees and represents that in no event will it include any amount or allowance for amortization, depreciation, or obsolescence of the facilities as an element of cost or price under any contract with the Government or any subcontract thereunder.

(c) The Government shall not be liable to the Contractor for damage or loss of profit by reason of nondelivery or of any delay in the delivery of any of the facilities. In any such case, the Contracting Officer shall equitably adjust the performance dates or contract price, or both, and any other contract provisions affected by the nondelivery or delay in accordance with the procedures provided for in the CHANGES clause of this contract.

(DESC 52.245-9F10)

I123 TITLE TO FACILITIES (DESC JUL 1991)

(a) Title to the facilities, including any additions or replacements thereto, furnished by the Government shall at all times remain with the Government.

(b) Title to all repairs, replacement parts, or accessories furnished and affixed to the facilities by the Contractor in performing maintenance hereunder shall vest in the Government.

(DESC 52.245-9F15)

I180.02 ENVIRONMENTAL PROTECTION (STORAGE) (DESC MAY 1987)

The Contractor agrees to conform to all laws and regulations relating to the protection of the environment in effect on the date the contract is awarded, which are applicable to its operation in the performance of this contract. The Contractor further agrees to conform to any laws or regulations enacted after contract award that are applicable to its operation in the performance of this contract. In the event that conformance with any such new laws or regulations causes an increase or decrease in the operating cost, the Contractor and the Government will negotiate an equitable adjustment in the contract price. Failure to agree on an equitable adjustment in the contract price shall be a dispute concerning a question of fact within the meaning of the DISPUTES clause of this contract; however, nothing in this clause shall excuse the Contractor from implementing any such laws or regulations. The Contractor shall proceed with performance of this contract, unless so advised in writing by the Contracting Officer.

(DESC 52.223-9F25)

I209.03 EXTENSION PROVISION (STORAGE) (DESC SEP 1991)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extensions may be furnished any time prior to the expiration of this contract or any extensions thereof. The foregoing extensions may be exercised by the Government only if (a) a decision is made by the Government that the additional time is required to deplete the Government-owned stocks stored in the facility, (b) a contract for follow-on services is terminated for default by the Government prior to commencement of services, or (c) where the extension is required to sustain performance because of difficulties encountered in award of the follow-on contract.

(DESC 52.217-9F40)

I605.01 DISCLOSURE OF INFORMATION (DESC FEB 1992)

The Contractor agrees to notify and obtain the verbal approval of the Contracting Officer prior to releasing any information to any third parties including the news media regarding any work under this contract except as required by law. The Contractor shall immediately notify the Contracting Officer of the receipt of any request by a third party for the disclosure of any information regarding this contract. This requirement shall apply to all subcontractors and project employees. The Contractor is required to include a similar clause in any subcontractor agreement.

(DESC 52.224-9F05)

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

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

has

has not--

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

(b) It--

has

has not--

filed all required compliance reports; and

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

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

DOES APPLY.

DOES NOT APPLY.

The offeror represents that--

(a) It--

has developed and has on file

has not developed and does not have on file--

K1.01-6 (cont'd.)

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

(b) It—

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

(FAR 52.222-25)

**K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTERNATE I)
(MAY 2004/APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____.

(2) The small business size standard is _____.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

(1) The offeror represents as part of its offer that it--

[] is,
[] is not

a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it--

[] is,
[] is not

a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that it—

[] is
[] is not

a veteran-owned small business concern.

K1.01-11 (cont'd.)

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents, as part of its offer, that it—

- is
- is not

a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 subdivision (b)(6)(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.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- Black American.

K1.01-11 (cont'd.)

- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins 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.

(c) **DEFINITIONS.** As used in this provision—

- (1) **Service-disabled veteran-owned small business concern** means a small business concern—
 - (i) 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
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) **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).
- (3) **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 the size standard in paragraph (a) of this provision.
- (4) **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.
- (5) **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.

(d) **NOTICE.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of a fine, imprisonment, or both;

K1.01-11 (cont'd.)

- (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (FAR 52.219-1/Alternate I)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS + 4**” followed by the DUNS number or DUNS + 4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS + 4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state, and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

K7 (cont'd.)

(c) *Check the appropriate box below:*

(1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost

K7 (cont'd.)

accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

(FAR 52.230-1)

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

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

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

(DESC 52.215-9F28)

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern**, as used in this provision, 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.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it is, is not a women-owned business concern.

(FAR 52.204-5)

K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not s/he intends to submit invoices via FAX:

YES NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.
(DESC 52.232-9F05)

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.

K85 (cont'd.)

(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)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

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

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) **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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

International organization per 26 CFR 1.6049-4;

Other _____.

K88 (cont'd.)

(f) **COMMON PARENT.**

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

Name and TIN of common parent:

Name:

TIN:

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

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

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

(A) are,

are not

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

[This paragraph (B) language is stayed indefinitely. Please use paragraph (D) below.]

(B) have,

have not

within the 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

[This paragraph (C) language is stayed indefinitely. Please use paragraph (E) below.]

(C) are,

are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) have,

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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

K94 (cont'd.)

- (E) are,
- are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

[This subparagraph (a)(1)(ii) is stayed indefinitely.]

(ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—

- has,
- has not

within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

- has,
- has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

K94 (cont'd.)

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

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

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

(FAR 52.203-11)

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show

L2.01 (cont'd.)

the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

**L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALTERNATE I)
(JAN 2004/OCT 1997)**

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

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing, writing, or written** means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

(4) **Proposal revision** is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(5) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **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).

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals 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. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

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

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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

(3) **Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, 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 proposal or revision is due.

(ii) (A) Any proposal, modification, or revision 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—

(1) 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 proposals; or

L2.05-8 (cont'd.)

(2) 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

It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, FACSIMILE PROPOSALS. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED – IN WHOLE OR IN PART – FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF – OR IN CONNECTION WITH – THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

L2.05-8 (cont'd.)

(2) Mark each sheet of data it wishes to restrict with the following legend:

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) CONTRACT AWARD.

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

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

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

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(iv) A summary of the rationale for award.

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

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.215-1/Alternate I)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

L2.21 (cont'd.)

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L2.31 PROPOSAL FORMAT AND CONTENT (NAVY) (DESC JAN 2004)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire contract period will not be considered.

(a) **PRICE PROPOSAL.** In addition to pricing data, include information on Past Performance and Socioeconomic Subcontracting within this labeled section.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offeror. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(3) **Past Performance Information.** The offeror shall list all DESC contracts and subcontracts (completed or in progress) for the last three years. Additionally, include a list of other contracts (completed or in progress) for other Government agencies and/or private sector contracts that exhibit relevant (similar work performance) and recent (last three years) performance. These contracts may include efforts undertaken on behalf of private industry, quasi-government organizations or Federal agencies, including those performed for non-DoD activities. The offeror should include the following information for every contract listed:

(i) Name of Contracting Activity;

(ii) Contract number;

(iii) Contract type and dollar value;

(iv) A description of the work (if the offeror is a large business, include a description of any subcontracting);

(v) Name and telephone numbers of the Contracting Officers, Contracting Officer's Representative, Administrative Contracting Officer, and Program Manager (all that are applicable); and

(vi) Identify any significant problems and the corrective actions taken with regard to the contract listed.

(4) Socioeconomic Subcontracting. The offeror shall describe the extent of any planned subcontracting with small, small disadvantaged, veteran-owned small, service-disabled veteran-owned small, and HUBZone small businesses and Historically Black Colleges and Universities and Minority Institutions.

(b) **TECHNICAL PROPOSAL.**

(1) The offeror will submit the original and three copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the Performance Work Statement (PWS), the offeror will provide a concept as to how the workload for the location in question will be accomplished. Within the page limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, scheduling, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, **will not exceed 50 pages.**

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects which will be evaluated to determine technical ratings:

(i) **OPERATIONAL CAPABILITY.**

(A) Truck/Tractor chassis, the Cargo Tanks and the Pumping Systems shall be treated as separate entities. The offeror must provide a complete description of the equipment to be provided as follows (submit in the format example shown below entitled Equipment Offered):

L2.31 (cont'd.)

(1) **PRIME MOVER/TRACTOR.** List prime movers, truck/tractors by make, model or series, model year, gross vehicle working rate (GVWR), by axle, and the condition of the unit;

(2) **CARGO TANK.** List cargo tanks(s) by manufacturer name, model number, the year originally built and certified, and the date refurbished, stretched, or rebarreled. Provide the MC/DOT specification, the tank capacity as reflected by the tank data plate, and the condition of the tank.

(3) **PUMPING SYSTEM.** Show the manufacturer of the pumping system, the year it was originally built and/or refurbished (indicate refurbished if applicable), the year installed on the servicing equipment offered, and whether the major components are new, used or a combination thereof.

(4) **OWNERSHIP.** If the equipment offered is to be leased, a lease agreement must be submitted with the proposal. This agreement must show the number and description of the trucks, tractors, trailers being provided, and that all parties have agreed to a delivery date and terms of finance. A conditional agreement is acceptable. Other company-owned equipment that will be provided should also be described and a statement of ownership provided.

Equipment Offered (Example)							
	(1) Number	(2) Use or Purpose	(3) Unit/System	(4) Year	(5) Make/Model	(6) Capacity	(7) Condition
1	4	Refueler/Defueler	Chassis	200X	International 44T4000	3 @ 12/24/24*	New
2			Trailer/Tank	200X	Heil BFT8000, DOT 406	2 @ 24/24*, 8000	New
3			Pump System	200X	Williams Brothers	300 GPM	New
1	1	Ground Fuel Truck	Chassis	200X	Freightliner FL70	2 @ 10/18	Excellent
2			Trailer/Tank	1998	Custom Tank, DOT 406	2 X 1,000 gallons	Excellent
3			Pump System	1998	Williams Brothers	25 GPM	New/Used
1	1	Utility Vehicle	Chassis	200X	Ford F-250	¾ ton	Excellent

(1) The number of units described in (2), “all” factors (columns 3 through 7 and lines 1 through 3) remaining equal. Should “any” descriptive factor or unit/system combination change, add a new information block.

(2) List, in descending order, Refuelers, Defuelers, Refueler/Defueler, Ground Fuel Trucks, Used Oil Trucks, Recyclable Jet Fuel Trucks, Vacuum Trucks, and Utility Vehicles.

(3) The three major components of the equipment being offered.

(4) The calendar year built (new), refurbished (R), stretched (S), rebarreled (B), or otherwise (* explain) changed in a significant manner.

(5) The make/manufacturer, model, or other descriptive name of the equipment to be provided.

(6) For the chassis, list the number of axles and the GVWR for each. For a semi-trailer, list the number of axles, the GVWR of each, and the capacity of the tank. An entry of 2X 1,000 gallons indicates a dual product truck. Use an asterisk (*) to indicate the axles have been or will be re-rated to accommodate heavier loads.

(7) State new or use a descriptive term regarding the condition of the equipment/unit/system being offered.

(B) The offeror will submit a basic manning plan that outlines manning of the various fuel and cryogenic functions (internal workload) and supportive of number of unique or independent work centers that are authorized to request fuel services (external structure). Using the 24-hour by 7-day example depicted below and the specific labor classification codes used in Section C-1.9, Qualifications, of the PWS, provide a typical 7-day

L2.31 (cont'd.)

(weekday/weekend) workforce schedule for all positions/labor classifications, including the manager and the assistant manager that will be employed under this contract. Furthermore, show all planned collateral duties for all positions, i.e., Fuel Distribution System Operator (FDSO) (FLT) would indicate the storage attendant (FDSO) will also serve as the fuel laboratory technician (FLT). For occupation titles, i.e., cryogenic supervisor/operator (CS/O), not listed in the Department of Labor Service Contract Act, Directory of Occupations and multi-skilled positions assigned to remote locations, show the specific labor category to which the position will be conformed.

Manning Profile ⁽¹⁾ (Example)							
Position(s)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	S&H
Day Shift (0700-1500 hours)							
Site Manager (SM) ⁽²⁾	X	X	X	X	X	AR	AR
Assistant Site Manager (ASM) ⁽²⁾	X	X	X	X	X	AR	AR
Dispatcher/Computer Operator (D/CO)	1	1	1	1	1	1	1
Driver/System Operator (D/SO)	4.5	4.5	4.5	4.5	4.5	2	2
Fuel Distribution System Operator (FDSO (FLT)) ⁽³⁾	2	2	2	2	2	1	1
Swing Shift (1500 - 2300 hours)							
Dispatcher /Computer Operator (D/CO)	1	1	1	1	1	1	1
Driver/System Operator (D/SO)	2	2	2	2	2	1	1
Mid Shift (2300 - 0700 hours)							
No Manning Required							

(1) Used to portray full time manning on a per hour/shift/day basis for a “typical” work week. If part-time manning is to be used/represented, decimal figures may be used to provide a better understanding of manpower commitments.

(2) The “X” annotation indicates the specific position will be filled and that management will be available as required (AR) on weekends/holidays.

(3) The FDSO (FLT) entry indicates that the storage operator (FDSO) will undertake the responsibilities of the fuel laboratory technician (FLT) as long as all training, skills, and certifications that may be required are met.

(C) Each offeror will submit a summary (not to exceed three pages) of each plan required in Section C-1.4, Detailed Plans.

(D) If specifically required by the PWS and a separate contract line item number is established, the offeror will provide a detailed Transition Plan detailing the means and method of converting from a military/civil service workforce to a contractor-managed function. The Transition Plan shall specify the positions/skills that comprise the Transition Team, the date that the Transition Team will be in place, transition training to be undertaken by contract personnel, and the date and time that the transition workforce will be in place.

(E) Provide a résumé for each of the key personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Manager, if applicable, providing the person’s name, current employer and position, and employment history of the positions (of at least 10 years). Indicate the positions held, the period of employment, the employer, and a brief description of the responsibilities for each of the positions.

(DESC 52.215-9F95)

L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

(FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4 SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179
 FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

L23 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(DFARS 252.209-7003)

L54.01 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(FAR 52.237-1)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(FAR 52.216-1)

L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 94-2567 (Revision 22) dated August 21, 2002 as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation.

(DESC 52.222-9F10)

L196 PREPROPOSAL CONFERENCE (DESC AUG 1993)

A Preproposal Conference, in conjunction with the site visit, will be held on **September 9, 2004** commencing at 9:00 a.m. at **NAES Lakehurst, NJ**. On or before September 2, 2004, the offeror is requested to submit by email, or fax the name(s) of the individual(s) who plan to attend.

(DESC 52.215-9F20)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

M28 EVALUATION OF OFFERS (DESC OCT 2003)

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, price is approximately equal to the combined non-price factors (Factors 2, 3, and 4). However, as proposals become more equal in their non-price evaluation, the price becomes more important.

(1) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the four-year period of performance.

(2) **EVALUATION FACTORS.** Proposals will be rated and ranked against the evaluation factors listed below. Factors 2 and 3 are equal in importance and significantly more important than Factor 4. Subfactors A and B under Factor 2 are equal in importance.

FACTOR 1 PRICE

M28 (cont'd.)

FACTOR 2

OPERATIONAL CAPABILITY

- Subfactor A Number, size, age, condition, and quality of trucks and other equipment to be provided.

- Subfactor B Demonstration of understanding the operational requirements, including the adequacy of the manning plan to meet the requirements.

FACTOR 3

PAST PERFORMANCE

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

FACTOR 4

SUBCONTRACTING

The Government will evaluate the offeror's commitment to subcontracting with small, small disadvantaged and women-owned small businesses, or historically black colleges/universities or minority institutions on this contract.

(c) After each evaluation, each of the non-price factors described in (b)(2) above will be given one of the following ratings:

- (1) Exceptional.
- (2) Very Good.
- (3) Satisfactory.
- (4) Marginal.
- (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

(DESC 52.209-9F95)

M72

EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
 - (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

M72 (cont'd.)

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)