

# Offer Submission Package

SOLICITATION SP0600-04-R-0072 (Bosnia Posts, Camps & Stations)

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD JULY 1, 2004  
THROUGH JUNE 30, 2005

## INSTRUCTIONS:

1. The original and one copy of this certification package must be returned to:

ATTN: DESC-PEA, Bid Custodian, Room 3821  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

All documents to be completed and returned are contained in this Certification Package:

- Standard Form 1449, Solicitation/Contract/Order for Commercial Items
  - All applicable fill-in clauses
  - Bosnia PC&S Price Data Sheet
  - Contractor Performance Data Sheet (Attachment A)
2. Be sure to check your offers for accuracy and legibility prior to submission. They must be in actual dollars per gallon (e.g. \$0.4000). NOT price differentials. Offer one price per line item, which will escalate/deescalate with the named index. Initial all changes and sign and date the Standard Form 1449.
  3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the content of this Offer Submission Package.
  4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-04-1131		PAGE 1 OF 26	
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0072		6. SOLICITATION ISSUE DATE 02 MARCH 2004
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DOROTHY GHEEN (703) 767-9542			b. TELEPHONE NUMBER (no collect calls) PHONE: SEE BLOCK 7(A) FAX: 703 - 767-8506		8. OFFER DUE DATE/ LOCAL TIME 31 MAR 04 @ 3:00 P.M. FT.BELVOIR, VA
9. ISSUED BY  DEFENSE ENERGY SUPPORT CENTER DESC-PEA 8725 JOHN J. KINGMAN ROAD, ST. 4950 FT. BELVOIR, VA 22060-6222 FAX: 703-767-9542  BUYER/SYMBOL: DOROTHY GHEEN/PEA PHONE: (703) 767-9542			CODE <b>SP0600</b>	10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV <input type="checkbox"/> 8(A)  NAICS: 424720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO <b>SEE SCHEDULE</b>			CODE	16. ADMINISTERED BY <b>SEE BLOCK 9</b>		CODE	
17a. CONTRACTOR / OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  SEE CLAUSE F30.01			
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					SEE OFFEROR SUBMISSION PACKAGE ATTACHED	SEE OFFEROR SUBMISSION PACKAGE ATTACHED
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
[ X ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ X ] ARE [ ] ARE NOT ATTACHED. [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.							
[ X ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[ ] 29. AWARD OF CONTRACT: REFERENCE <u>      </u> OFFER DATED <u>      </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
32d/eg. PRINTED NAME, TITLE, ADDRESS & EMAIL OF GOV REP.				32f. PHONE # OF GOV REP		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

**B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (ALASKA) (DESC MAY 1996)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as 1-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED ONE-YEAR QUANTITY</u>
10	GASOLINE, AVIATION (130) Grade 100LL NSN: 9130-00-179-1122 SPECIFICATION: ASTM D 910 or Commercial Equivalent CLAUSE: C16.15	131,000 USG
18	GASOLINE, PREMIUM LEADED (MGB) Automotive Use NSN: 9130-01-424-2525 (FMS) SPECIFICATION: Commercial Equivalent CLAUSE: C16.18-18	16,000 USG
27	GASOLINE, PREMIUM UNLEADED (MUP) Automotive Use NSN: 9130-00-148-7104 SPECIFICATION: EN 228 or Commercial Equivalent CLAUSE: C16.18-19	17,500 USG
29	GASOLINE, PREMIUM UNLEADED (MBP) Automotive Use NSN: 9130-01-423-0939 (FMS) NATO F67 SPECIFICATION: EN 228 or Commercial Equivalent CLAUSE: C16.18-19	168,769 USG
30	DIESEL FUEL #1 (F65) Automotive Use, Arctic (Winter) Class I NSN: 9140-01-440-9736 SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	496,000 USG
31	DIESEL FUEL (B65) Automotive Use, Arctic (Winter) Class I NSN: 9140-01-440-9435 (FMS) NATO F54 SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	647,727 USG

34	DIESEL FUEL #2 (DF2) Automotive Use, Temperate (Summer) Grade A NSN: 9140-01-286-5294 SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	587,000 USG
35	DIESEL FUEL (DB2) Automotive Use, Temperate (Summer) Grade A NSN: 9140-01-423-0988 (FMS) SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	448,240 USG
90	TURBINE FUEL, AVIATION (JP8) NSN: 9130-01-031-5816 SPECIFICATION: Defense Standard 91-91/3, DERD 2494 With the following additives: Anti-Oxidant (AO), Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor (CI), and Static Dissipater Additive (SDA) or Commercial Equivalent CLAUSE: C16.08-9 and Special Notes	423,000 USG
91	TURBINE FUEL, AVIATION (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 SPECIFICATION: Defense Standard 91-91/3, DERD 2494 With the following additives: Anti-Oxidant (AO), Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor (CI), and Static Dissipater Additive (SDA) or Commercial Equivalent CLAUSE: C16.08-9 and Special Notes	356,892 USG

(DESC 52.207-9F55)

**INFORMATION TO OFFERORS**

All information contained in the below subparagraphs (1) (2) and (3) contain pertinent information regarding costs that should be formed as part of your offered prices, other terms and conditions that would affect how you calculate offered prices. Please read carefully all data.

(1) Offerors are advised that offer prices should include all other costs arising from contractor's performance of the contract. Therefore, transportation, insurance and any other contractor-incurred expenses should be included in the offer price. For FOB Origin for Government pickup at contractor facility, offer prices should include all costs associated with truck or rail loading. Contractor's cost for providing working meters and working pumps shall be included in the contractor's offer price.

(2) Offerors are advised that Croatian (and possibly other nations' as well) customs personnel only permit the transport of petroleum products at certain border crossings. Please review proposed delivery routes to ensure that transit can occur at the desired location. In addition, certain bridges require advance permission for transit. The contractor will arrange all transport. No SFOR escorts will be provided.

(3) Offerors are advised to specify any additional amount of free time in excess of the required (3) hours as stated in Special Note 2 c. Offerors shall also state any demurrage costs in excess of the required (3) hour time period on a per hour basis or fraction thereof.

**TO ALL OFFERORS:****OFFERS FOR JET FUEL**

1. The Government's requirement is for Additized Jet Fuel with Contractor Furnished Additives and Government Provided Equipment necessary to inject required additives as outlined under paragraph (A). Offer prices should include all necessary costs outlined under paragraph (A) below to ensure product fully meets the required specifications in accordance with Clause C16.08-9, TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATER ADDITIVE (SDA) (JP8/JB8) (DESC APR 2003). Required additives will be contractor furnished in accordance with paragraph A.2 below. Please include your product specification with your jet fuel offers.

**A. ADDITIZED JET FUEL WITH CONTRACTOR FURNISHED ADDITIVES:** The necessary costs to include in your offer on a per gallon basis are outlined below:

1. **Additive Injection Equipment:** The contractor shall include costs necessary to assure that Government provided additive injection equipment is properly used, maintained and calibrated so that delivered product fully meets required specifications under Clause C16.08-9. If the additive injection equipment is installed at the fill stand area, it is recommended that if feasible the additive injection equipment be installed downstream of the filtration/separation equipment.

2. Additives: The contractor shall furnish Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor (CI), and Static Dissipater Additive (SDA) in accordance with Clause C16.08-9, paragraph C. The proper disposal of all empty additive drums is the Contractor's responsibility.
3. Fuel Filtration/Separation Equipment: The contractor shall include costs necessary to assure that Government furnished fuel filtration/separation equipment is properly used and maintained so that delivered product fully meets required specifications under Clause C16.08-9. Filters shall be changed when the delta pressure reaches a maximum of 20 PSI.
4. Test Equipment: The contractor shall include costs necessary to perform required testing and maintain Government furnished test equipment. Equipment shall be located so that the loading and delivery of conveyances are not unduly delayed.

#### SPECIAL NOTES

1. **CONTRACT PRICE, TAXES, DUTIES AND FEES**: Pursuant to the Dayton Peace Accord, PFP Status of Forces Agreement (SOFA) and subsequent agreements, all support and supplies for personnel serving under Operation Joint Forge are exempt from all national and/or local taxes, duties and fees. In addition, support and supplies bound for Stabilization Force (SFOR) personnel are to have unimpeded movement throughout Croatia and Bosnia. (For informational purposes, SFOR is a term, which includes both U.S. and Non-U.S. Forces.) All contract prices shall exclude taxes, duties or fees from which the SFOR nations are exempt. However, if the product is supplied from a country where taxes may be applicable (or subject to refund procedures) to SFOR nations, these taxes must be identified in Clause K86, FOREIGN TAXES, and invoiced as a separate line item. If taxes are applicable, the name of the tax and applicable rate must be listed on the contractor's invoice in 1) local currency and U.S. dollars, or 2) as a percentage. Individual line items will be established as necessary to identify the various taxes. A predetermined exchange rate shall be used to convert the taxes to U.S. dollars. Contractors, if requested, shall be cooperative in assisting the U.S. Government in receiving full refunds of any taxes levied on products purchased.

#### 2. DELIVERY CONDITIONS FOR FOB DESTINATION DELIVERY ITEMS:

a. Delivery to FOB Destination points **shall only** be made by Contractor furnished trucks with working calibrated meters, working pumps and a minimum of 15 feet of hose. Truck meters and pumps must be able to function without access to on-site electricity at delivery points. A licensed company operating within the country where trucks are registered/operated must calibrate contractor's truck meters. Contractor shall only use trucks that have been approved by the Contracting Officer or other authorized U.S. Government representative. An authorized U.S. Government representative must approve any change in delivery trucks. Contractor shall have local and international fittings and connectors. A contractor representative will verify that working calibrated meters and working pumps are on the truck designated for loading. Trucks not meeting stated criteria will be rejected. All delivery trucks must have equipment available to prevent and clean up fuel spills and leaks. Additional inspection of Contractor's delivery trucks will include the verification of; 1) previously carried product (contractor may be requested to provide documentation regarding the product previously carried in the trucks to be loaded), 2) safety conditions of delivery trucks, and 3) vehicle integrity. The inspection criteria outlined in Clause E1 (a)(3)(viii) also apply. Contractor will normally not be required to deliver less than a full truckload (8,100 USG). Deliveries that are required to be less than a full truckload are identified in the delivery narrative.

b. All deliveries shall be made on the day specified in the delivery order provided the Contractor shall have received the order at least 72 hours prior to the day so specified. Deliveries must be made between the hours of 0800 – 1600 hours Monday through Saturday to the destination point annotated in the delivery order unless otherwise specified in writing by the Ordering Officer. Any change in delivery date or destination point must be authorized and approved in writing by the Ordering Officer.

c. The Contractor shall provide a minimum of three (3) hours free time for off-loading each delivery truck. Contractor shall present delivery truck and product in such condition at destination point/receiving activity as to permit complete off-loading within the prescribed free time. Contractor trucks arriving outside the established delivery schedule in this contract or the times stated on the order may have to wait, at the contractor's expense, to off-load until the next delivery day. Upon arrival of Contractor's truck, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Notwithstanding the above required free time, the SFOR nations are entitled to at least the same amount of free time allowed by the common carrier or that the Contractor normally allows its regular commercial customers. Contractor shall be paid for detention/demurrage beyond free time for delays caused by the receiving activity. The U.S. Government will not pay more in detention/demurrage rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is less. Any incurred detention charges shall be submitted to the paying office using line item 8888-88 (U.S. Forces) and 9999-99 (for Non-U.S. Forces). The Contractor's invoices shall clearly state the delivery point where detention/demurrage charges occurred, the number of hours charged, detention/demurrage costs and extended dollar value. All claims for detention/demurrage shall be supported with a copy of the Receiving Report (DD Form 250) clearly indicating times of arrival and departure from destination and signed by the cognizant SFOR representative.

d. The Contractor shall provide properly maintained delivery equipment and properly trained personnel to reasonably assure that delivery can be made without damage to vegetation and pavement adjacent to storage facilities being filled. Contractor delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

#### 3. FOB ORIGIN ITEMS (PICK UP AT CONTRACTOR'S FACILITY) INTO U.S. GOVERNMENT FURNISHED VEHICLES:

a. SFOR vehicles may include U.S. owned and leased vehicles, vehicles operated by companies on behalf of the U.S. Government or vehicles supplied by other participating SFOR nations. Vehicles may consist of trucks or railcars. Orders shall be provided 72 hours prior to be the designated pick-up date unless otherwise agreed in advance. Delivery orders will specify the date for loading SFOR furnished

vehicles. If necessary, contractor representative may be requested to assist U.S. Government representative in identifying and routing railcars to the loading facility. Contractors may also be requested to stage U.S. Government furnished railcars at the contractor's loading facility for a period of up to seven days prior to the scheduled loading. U.S. representatives, when accessing contractor facilities, need to be able to transport necessary equipment to the work site.

b. Contractor personnel shall test product as required by contract or as requested by the U.S. Government representative. The results of these tests shall be used by the U. S. Government representative to inspect and/or accept product prior to loading in accordance with Clause E1, and as noted in paragraph 6 below. Contractor will be responsible for any loss of and/or damage to product occurring before delivery on a FOB Origin basis into U.S. Government furnished trucks or railcars.

c. Contractor will prepare and complete the DD Form 250 using a computer or typewriter with the following information: (1) A description of product being shipped; (2) seal numbers affixed to each loaded conveyance (truck or railcar); and (3) other pertinent information required to effect prompt delivery to receiving activity, including name, delivery address, routing, etc. The DD Form 250 should also include any other information necessary to complete the form.

#### 4. FOR FOB DESTINATION ITEMS AND FOB ORIGIN ITEMS:

a. Contractor is required, if requested, to have designated office space for U.S. Government representatives available at loading facilities. Contractor should have phone and fax capabilities available to U.S. Government representatives available for the routine transmission of information and documents. Contractor will be reimbursed for long distance calls and faxes made by authorized U.S. Government representatives under line item COMM-99. Contractor should supply a phone bill (where technically capable, the contractor should provide an itemized phone bill) on a monthly basis identifying calls made by U.S. Government representatives. U.S. Government representatives, prior to submission of the invoice to DESC-Balkans for payment of telephone and fax expenses, must certify the calls.

b. The contractor shall provide English-speaking personnel at loading and shall designate points of contact with telephone numbers who can be reached in case of emergency. Loading of FOB Destination or Origin trucks shall be allowed during standard hours of operation at all loading facilities. However, the Contractor shall permit loading to take place on weekends, nights and holidays, if necessary, as requested by the Ordering Officer.

#### 5. DETERMINATION OF QUANTITY FOR FOB DESTINATION AND FOB ORIGIN ITEMS:

a. The quantity of supplies furnished under this contract shall be determined as follows:

(1) **FOB ORIGIN** – On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an FOB Origin basis, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter or weight, using calibrated scales. The U.S. Government has the right to have a representative present to witness the measurement of quantity.

(2) **FOB DESTINATION** – On items requiring delivery on a FOB Destination basis, the quantity shall be determined at the U.S. Government's option by a calibrated meter on the receiving tank system or by the meter on the transport truck. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity. Every delivery must be free of all water bottoms prior to discharge and the contractor is responsible for their removal and disposal.

b. **VOLUMN CORRECTION** – Volume correction to gallons at 60 degrees Fahrenheit is required for all quantities.

c. **MEASUREMENT STANDARDS** – All measurements and calibrations made to determine quantity shall be in accordance with the API Manual of Petroleum Measurement Standards (MPMS). Outside of the United States, other technically equivalent national or international standards may be used. A licensed company operating with the county where trucks are registered/operated must perform calibration of truck meters. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540?ASTM D 1250/IP 200/ISO 91-1) - Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes the computer subroutine shall be the referee method. Use Volume VIII, Tables 53B and 54B to convert observed liters to liters at 15°C. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels at 60°F. Convert barrels at 60°F to gallons at 60°F by multiplying by 42. If the original measurement is by weight in air, convert kilograms to metric tons by dividing by 1,000 and use Volume XII, Table 58, to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems** – All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

6. **INSPECTION AND ACCEPTANCE OF PRODUCT FOR FOB DESTINATION OR FOB ORIGIN ITEMS:** The terms and conditions of Clause E1, CONTRACTOR INSPECTION RESPONSIBILITIES, apply except as modified below. The contractor will provide commercially acceptable sampling equipment. U.S. representatives, when accessing contractor facilities, need to be able to transport necessary equipment to the work site. The contractor will prepare the DD Form 250, Material Inspection and Receiving Report for both FOB Origin and FOB Destination items. The DD Form 250 quantity will be stated in net gallons at 60° Fahrenheit and shall list the observed and corrected API gravity (or density), and the temperature at which the product was measured at loading. Volume correction standards and factors contained in paragraph 5, Determination of Quantity (above), shall be used to convert to net gallons.

7. **SUBMISSION OF INVOICES** – In accordance with Clause 150.07-5, SUBMISSION OF INVOICES FOR PAYMENT, the Contractor shall forward invoices and receiving reports together to DESC-Balkans. DESC-Balkans facsimile number is 385-1-390-8520. The mailing address can be found in Clause F30.01. DESC-Balkans will certify that the contractor's invoice quantities are accurate for payment and

submit the invoice to the applicable paying office. The payment due date will be determined based on the terms and conditions stated in Clause 150.07-5, paragraph b.

8. **SHIPMENT AND ROUTING** – Contractor shall provide serially numbered seals at no additional expense to the U.S. Government. The contractor personnel will affix these seals at time of loading. The seal numbers will be recorded on the loading document (DD Form 250). The contractor will insure that the seals are intact when trucks and/or railcars arrive at the destination point specific in the order or depart the Contractor's terminal (FOB Origin). The U.S. Government representative witnessing loading of trucks and/or railcars will provide any required SFOR-specific customs paperwork such as "C Forms."

9. **PLACING ORDERS:**

a. **CONTRACTOR USER NAME/PASSWORD** – The contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(s), phone and facsimile number(s) for all those individuals that may need to receive email notification of orders. The DESC Contracting Officer will furnish the Contractor with a user name and password. The Contractor shall use the user name and password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449).

b. **PREPARATION AND TRANSMISSION OF ORDERS**

(1) Orders may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the DESC Ordering Officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page).

(2) The Contractor's non-receipt of a written or electronic confirmation of an oral order against the contract does not itself relieve the Contractor from its obligation to perform in accordance with the terms and conditions of the contract. The Contractor should contact the DESC Ordering Officer or DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

BOSNIA PC&S PRICE DATA SHEET  
FOB DESTINATION ITEMS/FOB ORIGIN (ALTERNATE) ITEMS

<u>ITEM NUMBER</u>	<u>SUPPLIES, NATIONAL STOCK NUMBERS METHOD OF DELIVERY AND DELIVERY POINTS</u>	<u>ESTIMATED 1-YEAR QTY</u>	<u>OFFER PRICE (\$/USG)</u>
100-10	Gasoline, Aviation (100LL) NSN: 9130-00-179-1122 FOB Destination TT w/Pump and Meter Into 3/5,000 GL US Military Fuel Tanker or 2/2,500 GL US Military HEMMT Fuel Tanker Top Loading and Bottom Loading to the US Truck With a D-1 Male Fitting or 4-inch US Cam-Lock Connector Skopje, Macedonia For Use by US Forces	114,000 USG	_____
100-105	Gasoline, Aviation (100LL) NSN: 9130-00-179-1122 FOB Origin TT w/Pump and Meter This is an alternate item to Item 100-10 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT
140-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/Pump and Meter Divulje Barracks, Croatia For Use by Non-US Forces The average truckload is 2,642 USG	10,567 USG	_____
140-315	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F 54 FOB Origin TT w/Pump and Meter This is an alternate item to Item 140-31 to allow pickup At Contractor's terminal For use by Non-US Forces	0 USG	_____ _____ FOB ORIGIN POINT
140-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/Pump and Meter Divulje Barracks, Croatia For Use by Non-US Forces The average truckload is 2,642 USG	10,567 USG	_____
140-355	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 140-35 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____ _____ FOB ORIGIN POINT
145-18	Gasoline, Premium Leaded (MGB) NSN: 9130-01-424-2525 (FMS) FOB Destination TT w/Pump and Meter Bugojno, Bosnia-Herzegovina For Use by Non-US Forces The average truckload is 2,642 USG	8,000 USG	_____

145-185	Gasoline, Premium Leaded (MGB) NSN: 9130-01-424-2525 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item for Item 145-18 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
145-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/Pump and Meter Bugojno, Bosnia-Herzegovina For Use by Non-US Forces	151,427 USG	_____
145-315	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Origin TT w/Pump and Meter This is an alternate item to Item 145-31 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
145-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/Pump and Meter Bugojno, Bosnia-Herzegovina For Use by Non-US Forces	48,673 USG	_____
145-355	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 145-35 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
145-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/Pump and Meter Bugojno, Bosnia-Herzegovina For Use by Non-US Forces	121,892 USG	_____
145-915	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Origin TT w/Pump and Meter This is an alternate item to Item 145-91 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
170-10	Gasoline, Aviation (100LL) NSN: 9130-00-179-1122 FOB Destination TT w/Pump and Meter Tuzla, Bosnia-Herzegovina For Use by US Forces The average truckload is 3,000 USG	17,000 USG	_____
170-105	Gasoline, Aviation (100LL) NSN: 9130-00-179-1122 FOB Origin TT w/Pump and Meter This is an alternate item to Item 170-10 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____  _____ FOB ORIGIN POINT

170-27	Gasoline, Premium Unleaded (MUP) NSN: 9130-00-148-7104 FOB Destination TT w/Pump and Meter Tuzla, Bosnia-Herzegovina For Use by US Forces The average truckload is 5,000 USG	17,500 USG	_____
170-275	Gasoline, Premium Unleaded (MUP) NSN: 9130-00-148-7104 FOB Origin TT w/Pump and Meter This is an alternate item to Item 170-27 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT
170-30	Diesel Fuel #1 (F65) NSN: 9140-01-440-9736 FOB Destination TT w/Pump and Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	334,000 USG	_____
170-305	Diesel Fuel #1 (F65) NSN: 9140-01-440-9736 FOB Origin TT w/Pump and Meter This is an alternate item to Item 170-30 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT
170-34	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Destination TT w/Pump and Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	461,000 USG	_____
170-345	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Origin TT w/Pump and Meter This is an alternate item to Item 170-34 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT
170-90	Turbine Fuel, Aviation (JP8) NSN: 9130-01-031-5816 FOB Destination TT w/Pump and Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	423,000 USG	_____
170-905	Turbine Fuel, Aviation (JP8) NSN: 9130-01-031-5816 FOB Origin TT w/Pump and Meter This is an alternate item to Item 170-90 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT
180-29	Gasoline, Premium Unleaded (MBP) NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Destination TT w/Pump and Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	98,769 USG	_____

180-295	Gasoline, Premium Unleaded (MBP) NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Origin TT w/Pump and Meter This is an alternate item to Item 180-29 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
180-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/Pump and Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	213,783 USG	_____
180-315	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Origin TT w/Pump and Meter This is an alternate item to Item 180-31 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
180-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/Pump and Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	161,500 USG	_____
180-355	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 180-35 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
180-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/Pump and Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	200,000 USG	_____
180-915	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Origin TT w/Pump and Meter This is an alternate item to Item 180-91 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
195-29	Gasoline, Premium Unleaded (MBP) NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Destination TT w/Pump and Meter Drvar, Bosnia-Herzegovina For Use by Non-US Forces	23,000 USG	_____
195-295	Gasoline, Premium Unleaded NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Origin TT w/Pump and Meter This is an alternate item to Item 195-29 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT

195-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/Pump and Meter Drvar, Bosnia-Herzegovina For Use by Non-US Forces	72,950 USG	_____
195-315	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Origin TT w/Pump and Meter This is an alternate item to Item 195-31 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____ _____ FOB ORIGIN POINT
195-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/Pump and Meter Drvar, Bosnia-Herzegovina For Use by Non-US Forces	78,500 USG	_____
195-355	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 195-35 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____ _____ FOB ORIGIN POINT
200-18	Gasoline, Premium Leaded (MGB) NSN: 9130-01-424-2525 (FMS) FOB Destination TT w/Pump and Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces The average truckload is 2,642 USG	8,000 USG	_____
200-185	Gasoline, Premium Leaded (MGB) NSN: 9130-01-424-2525 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 200-18 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____ _____ FOB ORIGIN POINT
200-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/Pump and Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces	33,000 USG	_____
200-315	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Origin TT w/Pump and Meter This is an alternate item to Item 200-31 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____ _____ FOB ORIGIN POINT
200-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/Pump and Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces	24,000 USG	_____

200-355	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 200-35 to allow pickup For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
220-29	Gasoline, Premium Unleaded (MBP) NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Destination TT w/Pump and Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces	47,000 USG	_____
220-295	Gasoline, Premium Unleaded (MBP) NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Origin TT w/Pump and Meter This is an alternate item to Item 200-29 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
220-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/Pump and Meter Zgon, Bosnia-Herzegovina For Use by Non-US Forces	166,000 USG	_____
220-315	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Origin TT w/Pump and Meter This is an alternate item to Item 220-31 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
220-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/Pump and Meter Zgon, Bosnia-Herzegovina For Use by Non-US Forces	125,000 USG	_____
220-355	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Origin TT w/Pump and Meter This is an alternate item to Item 220-35 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT
220-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/Pump and Meter Zgon, Bosnia-Herzegovina For Use by Non-US Forces	35,000 USG	_____
220-915	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Origin TT w/Pump and Meter This is an alternate item to Item 220-91 to allow pickup At Contractor's terminal For Use by Non-US Forces	0 USG	_____  _____ FOB ORIGIN POINT

290-30	Diesel Fuel #1 (F65) NSN: 9140-01-440-9736 FOB Destination TT w/Pump and Meter Kaposvar, Hungary For Use by US Forces	162,000 USG	_____
290-305	Diesel Fuel #1 (F65) NSN: 9140-01-440-9736 FOB Origin TT w/Pump and Meter This is an alternate item to Item 290-30 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT
290-34	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Destination TT w/Pump and Meter Kaposvar, Hungary For Use by US Forces	126,000 USG	_____
290-345	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Origin TT w/Pump and Meter This is an alternate item to Item 290-34 to allow pickup At Contractor's terminal For Use by US Forces	0 USG	_____ _____ FOB ORIGIN POINT

**F29.01 CONTRACTOR ORDERING AGENTS (DESC FEB 1995)**

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

(DESC 52.216-9F85)

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

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

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

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

(b) Check Remittance Address:

\_\_\_\_\_

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

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

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

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

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

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

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

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

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

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

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

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

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

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

(DO NOT EXCEED 153 CHARACTERS)

OR

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

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

(DO NOT EXCEED 153 CHARACTERS)

**(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)

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

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

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

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

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

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

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

(i) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal government;

**(4) TYPE OF ORGANIZATION.**

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

**(5) COMMON PARENT.**

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

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

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

- Is
- is not

a small business concern.

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

- is
- is not

a veteran-owned small business concern.

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

- is

is not

a service-disabled veteran-owned small business concern.

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

is  
 is not

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

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

is  
 is not

a women-owned small business concern.

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

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

is

a women owned business concern.

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

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

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

Is  
 is not

an emerging small business.

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

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

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

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

(A) It--

- is
- is not

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

(B) It--

- has
- has not

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

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

**(iii) ADDRESS.** The offeror represents that its address—

- is
- is not

In a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(i) It--

- is  
 is not

A HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- is  
 is not

A joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

\_\_\_\_\_.)

**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

**(11) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

**(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

[ ] has

[ ] has not

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

(ii) It--

[ ] has

[ ] has not

Filed all required compliance reports.

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

(i) It--

[ ] has developed and has on file

[ ] has not developed and does not have on file

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

(ii) It--

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

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

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

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

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

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

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

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

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

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

(ii) Components of unknown origin are considered to have been, mined, produced, or manufactured outside the United States or a qualifying country.

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

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

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

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

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

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

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

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

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

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

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

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

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

- are
- are not

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

(2)  have or  
 have not,

Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- are or
- are not

Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

(Insert end product)

(Insert country of origin)

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.212-3/Alternates I/II)

**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)

**K45.04 FACSIMILE INVOICING (DESC JUL 1998)**

(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 invoices will be submitted via FAX:

YES  NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

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

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is \_\_\_\_\_.

(DESC 52.232-9F10)

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

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

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

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

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

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

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

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

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

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

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

(c) **DISCLOSURE.**

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

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

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

(DFARS 252.209-7001)

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

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

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

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

REFERENCES:

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)

Attachment A