

# Offer Submission Package

SOLICITATION SP0600-09-R-0217

PURCHASE PROGRAM: 1.8L BENELUX

THIS SOLICITATION COVERS THE PERIOD: 01 OCT 2009 THROUGH 30 SEPT 2012

## INSTRUCTIONS:

1. The original signed and dated completed Offer Submission Package may be returned to:

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

2. Facsimile proposals may be submitted in accordance with Clause L2.11-2, FACSIMILE PROPOSALS. The DESC facsimile number is (703) 767-8506. E-mail proposals may be submitted in accordance with Clause L2.11-4, E-MAIL PROPOSALS. E-mail address: [descpia@dla.mil](mailto:descpia@dla.mil)
3. 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.

**All documents to be completed and returned are contained in this Offer Submission Package:**

Standard Form 1449, Solicitation/Contract/Order for Commercial Items  
**The SF 1449 must be signed and dated by an Officer of the Company**

NOTE: Clause K33.01 AUTHORIZED NEGOTIATORS (DESC April 2007) authorizes other designated employees to prepare offers and conduct negotiations with the Contracting Officer or his designated Government representative in lieu of an Officer of the Company.

All applicable fill-in clauses. **Please type in all prices.**

**ALL DOCUMENTS ARE TO BE SUBMITTED TO THIS OFFICE NO LATER THAN:  
20 MAY 2009/ 1100 AM LOCAL TIME FT. BELVOIR, VA**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SP0600-09-0001</b>		PAGE 1 OF <b>16</b>	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-09-R-0217</b>	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME <b>Cindi DiSimone</b>				b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9516</b>	
8. OFFER DUE DATE/LOCAL TIME <b>May 20, 2009 @ 11:00 .M. LOCAL TIME FT. BELVOIR, VA</b>		9. ISSUED BY <b>DESC-PIA/Cynthia DiSimone</b> <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN ROAD, SUITE 4950</b> <b>FORT BELVOIR, VA 22060-6222</b>  <b>E-MAIL: <a href="mailto:cynthia.disimone@dla.mil">cynthia.disimone@dla.mil</a></b> <b>PHONE: (703) 767-9516</b> <b>FACSIMILE: (703) 767-8506</b> <b>P.P. 1.8L</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE      % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO <b>SEE SCHEDULE</b>		16. ADMINISTERED BY <b>SEE BLOCK 9</b>		17a. CONTRACTOR/OFFEROR BIDDER CODE		17b. FACILITY CODE      CAGE	
18a. PAYMENT WILL BE MADE BY <b>SEE CLAUSE F30.01</b>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES <b>SEE CLAUSES B1.05-2</b> (Attach additional Sheets as Necessary)	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>TO BE CITED ON EACH DELIVERY ORDER (CLAUSE G18)</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER		38. S/R ACCOUNT NO.	
39. S/R VOUCHER NO.				40. PAID BY		42a. RECEIVED BY (Print)	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
42b. RECEIVED AT (Location)				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## OSP TABLE OF CONTENTS

NUMBER	CLAUSE TITLE	PAGE
B1.05-2	SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (PORTS INTERNET APPLICATION) (DESC MAY 2001)	OSP-3
 <b><u>ADDENDUM #1</u></b> <b><u>OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS</u></b>		
K15.02	RELEASE OF UNIT PRICES (PC&S/BUNKERS/INTO-PLANE) (DESC APR 2005)	OSP-9
K15.03	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)	OSP-9
K33.01	AUTHORIZED NEGOTIATOR (DESC APR 2007)	OSP-9
K45.04	FACSIMILE INVOICING (DESC JUL 1998)	OSP-10
K86	FOREIGN TAXES (DESC JUN 1987)	OSP-10
K96	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)	OSP-11
L117	NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (PC&S) (DESC APR 2005)	OSP-11
 <b><u>ADDENDUM #2</u></b> <b><u>OTHER REGULATORY AND LOCAL CLAUSES</u></b>		
B19.02-2	ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (BELGIUM) (DESC MAY 2007)	OSP-12
F3.03	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (PC&S) (DESC APR 2005)	OSP-13
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	OSP-14
G9.07-4	ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000)	OSP-15

**CONTINUATION OF STANDARD FORM 1449**

**B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (PORTS INTERNET APPLICATION) (DESC MAY 2001)**

(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 but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(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 3-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>
-46	FUEL OIL, BURNER #2 (FS2) NSN: 9140-00-247-4365 SPECIFICATION: Clause C16.38	5,563,706 LITERS
-EG	GASOLINE, PREMIUM UNLEADED (ULG) NSN: 9130-01-527-5763 SPECIFICATION: EN 590:2004	306,618 LITERS
-DE	DIESEL FUEL, 10 PPM SULF (SFD) NSN: 9140-01-556-9156 SPECIFICATION: EN 590:2004	306,618 LITERS
0101	FROST FREE ADDITIVE	100 LITERS

(DESC 52.207-9F56)

## INFORMATION TO OFFERORS

Information contained in the below paragraphs 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. 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.

### **SPECIAL NOTES:**

1. Items listed on the previous page describe all products solicited and their applicable specifications. Offers should be made for the individual items listed on the following pages.
2. Quantities listed are for a three-year (3-year) period. Quantities listed are expressed in liters for all products.
3. The conversion factor used for Liter to Gallon is: 3.7854 Liters equals 1 U.S. Gallon.
4. Offer prices shall be based on the **Official Belgium Government Price effective 15 April 2009. Please provide the base reference price and a copy of the Belgium Government Price official posting with your offer.**
5. Award prices for (-46) FUEL OIL, BURNER #2 (FS2), Belgium Line Items, will be based on (1) the Official Belgium Government Price [GASOIL CHAUFFAGE Camion min 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption Taxes)] for deliveries at and over 2,000 Liters and (2) a firm fixed rebate that is deducted from the Official Belgium Government Price. The rebate contracted will remain firm/fixed throughout the life of the contract (01 October 2009 through 30 September 2012). For deliveries under 2,000 Liters, the Official Belgium Government Price will be the GASOIL CHAUFFAGE moins de 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption taxes), and a firm fixed rebate that is deducted from the Official Belgium Government Price.
6. Award prices for (-EG) GASOLINE, PREMIUM UNLEADED (ULG), Belgium line item 800-EG, will be based on (1) the Official Belgium Government Price [SUPER SANS PLOMB 95 RON (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption Taxes)] and (2) a firm fixed rebate that is deducted from the Official Belgium Government Price. The rebate contracted will remain firm/fixed throughout the life of the contract (01 October 2009 through 30 September 2012).
7. Award prices for (-DE) DIESEL FUEL, 10 PPM SULF (SFD), Belgium line item 805-DE, will be based on (1) the Official Belgium Government Price [DIESEL 10S (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption Taxes)] and (2) a firm fixed rebate that is deducted from the Official Belgium Government Price. The rebate contracted will remain firm/fixed throughout the life of the contract (01 October 2009 through 30 September 2012).

**SCHEDULE**

<b>ITEM NUMBER</b>	<b>SUPPLIES, METHOD OF DELIVERY &amp; DELVIERY NARRTIVE</b>	<b>OFFER PRICE (€/LITER)</b>	<b>REFERENCE PRICE (€/LITER)</b>
800-EG	<p>GASOLINE, PREM UNL (ULG) CHIEVRES AIR BASE, BELGIUM, USAF B-7950 CHIEVRES (FUELS SECTION) TANK TRUCK (TT), TRUCK DELIVERY WITH METER, STANDARD EUROPEAN CONNECTIONS, OVERFLOW DEVICE, AND NATO ADAPTERS INTO  1/50,000 LITER TANK AT BLDG 20008, HANGAR 3 DELIVERY HOURS: 0830-1530 MONDAY THRU FRIDAY NO WEEKENDS OR US HOLIDAYS ESCORTS ARE REQUIRED TO DOWNLOAD FUEL. NOTE: ENTER THE BASE AT GATE 14 (COMMERCIAL GATE) ORDERING OFFICE: (COMM TEL) 326-827-5464 FUEL IS CAPITALIZED **PORTS ACTIVE**</p>	_____	_____
805-DE	<p>DIESEL FUEL, 10 PPM SULF (SFD) CHIEVRES AIR BASE, BELGIUM, USAF B-7950 CHIEVRES (FUELS SECTION) TANK TRUCK (TT), WITH METER &amp; STANDARD EUROPEAN CONNECTIONS, OVERFLOW DEVICE, AND NATO ADAPTERS ON OFFLOAD HEADERS INTO  1/50,000 LITER BELOW GROUND TANK AT BLDG 20008 DELIVERY HOURS: 0830-1530 MONDAY THRU FRIDAY NO WEEKENDS OR US HOLIDAYS NOTE: ENTER THE BASE AT GATE 14 (COMMERCIAL GATE) ESCORT REQUIRED ORDERING OFFICE: (COMM TEL) 326-827-5464 THIS FUEL IS CAPITALIZED **PORTS ACTIVE**</p>	_____	_____

**ITEM  
NUMBER**

**SUPPLIES, METHOD OF DELIVERY  
& DELVIERY NARRTIVE**

**OFFER  
PRICE (€/LITER)**

**REFERENCE  
PRICE (€/LITER)**

021-46

FUEL OIL, BURNER #2 (FS2)  
CHIEVRES AIR BASE, BELGIUM, ARMY, NSSG (80 ASG)

TANK WAGON (TW), INTO  
1/10,000 LITER TANK CAP Bldg. 9  
1/10,000 LITER TANK CAP Bldg. 10  
1/20,000 LITER TANK CAP Bldg. 12  
1/20,000 LITER TANK CAP Bldg. 21  
1/4,000 LITER TANK CAP Bldg. 27  
1/4,000 LITER TANK CAP Bldg. 28  
1/4,000 LITER TANK CAP Bldg. 29  
1/10,500 LITER TANK CAP Bldg. 30  
1/10,500 LITER TANK CAP Bldg. 31  
1/10,500 LITER TANK CAP Bldg. 34  
1/20,000 LITER TANK CAP Bldg. 45  
1/15,000 LITER TANK CAP Bldg. 46  
1/6,000 LITER TANK CAP Bldg. 47  
1/6,500 LITER TANK CAP Bldg. 48  
1/15,000 LITER TANK CAP Bldg. 52  
1/10,000 LITER TANK CAP Bldg. 56  
1/3,000 LITER TANK CAP Bldg. 56  
1/3,000 LITER TANK CAP Bldg. 59  
1/10,500 LITER TANK CAP Bldg. 66  
1/1,200 LITER TANK CAP Bldg. 79  
1/5,000 LITER TANK CAP Bldg. 82  
1/10,000 LITER TANK CAP Bldg. 89  
1/3,000 LITER TANK CAP Bldg. 104  
1/20,000 LITER TANK CAP Bldg. 105  
1/20,000 LITER TANK CAP Bldg. 120  
1/5,000 LITER TANK CAP Bldg. 134  
1/30,000 LITER TANK CAP Bldg. 150  
2/3,500 LITER TANK CAP Hangar 1  
1/50,000 LITER TANK CAP Hangar 2  
1/50,000 LITER TANK CAP Hangar 3  
1/50,000 LITER TANK CAP Hangar 4  
1/50,000 LITER TANK CAP Hangar 5  
1/700 LITER TANK CAP Hangar 5  
1/100,000 LITER TANK CAP Hangar 6  
1/30,000 LITER TANK CAP Bldg. #182  
1/40,000 LITER TANK CAP, Bldg #191 (Hotel)  
1/10,000 LITER TANK CAP, Bldg #200 (Commissary)  
1/5,000 LITER TANK CAP, QTRS #24  
1/100,000 LITER TANK CAP, CASERNE DAUMERIE Bldg #30  
1/5,000 LITER TANK CAP, QTRS #1 SECURITY BLDG  
1/3,000 LITER TANK CAP, QTRS #1 SERRE  
  
DELIVERY HOURS: 0800-1600, MONDAY THRU FRIDAY  
MULTIPLE DROP  
ORDERING OFFICE: (COMM. TEL) 068/27.52.90  
\*\*PORTS ACTIVE\*\*

ITEM NUMBER	SUPPLIES, METHOD OF DELIVERY & DELVIERY NARRTIVE	OFFER PRICE (€/LITER)	REFERENCE PRICE (€/LITER)
026-46	FUEL OIL, BURNER #2 (FS2) HOTEL LE MAISIERES, ARMY, NSSG (80 ASG), BELGIUM  TANK WAGON (TW), INTO 1/10,000 LITER TANK, CHAUSSEE DE BRUXELLES, 169A 7020 MAISIERES DELIVERY HOURS: 0800-1600, MONDAY THRU FRIDAY ESCORT REQUIRED ORDERING OFFICE: (COMM. TEL) 068/27.52.90 **PORTS ACTIVE**		
041-46	FUEL OIL, BURNER #2 (FS2) MONS, BELGIUM, ARMY  TANK WAGON (TW), INTO 1/10,500 LITER TANK CAP QTRS #1 CHATEAU GENDEBIEN Chaussee de Binche, 2-7000 Mons 1/3,000 LITER TANK CAP QTRS #10 (CONCIERGERIE) Chaussee de Binche, 2-7000 Mons 1/6,000 LITER TANK CAP QTRS #18, Chemin des Princes, 33-7020 Casteau DELIVERY HOURS: 0800-1600, MONDAY THRU FRIDAY ESCORT REQUIRED ORDERING OFFICE: (COMM. TEL) 068/27.52.90 **PORTS ACTIVE**		
041-461	FUEL OIL, BURNER #2 (FS2) MONS, BELGIUM, ARMY,  TANK WAGON (TW), INTO 1/10,500 LITER TANK, QTRS #2 CHATEAU GENDEBIEN; Chaussee de Binche, 2-7000 Mons 1/3,200 LITER TANK, QTRS #3, Rue Moreau 2 - 7941 Attre 1/3,200 LITER TANK, QTRS # 4, Rue des Muguets, 6-7331 Baudour 1/5,000 LITER TANK, QTRS #6, Chemin de Chievres, 3-7940 Brugelette 1/3,200 LITER TANK, QTRS #3  20/3,000 LITER TANK, HOUSING UNITS Rue du Calvaire: 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54 - 7870 Lens DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY ORDERING OFFICE: (COMM. TEL) 068/27.52.90 **PORTS ACTIVE**		

ITEM NUMBER	SUPPLIES, METHOD OF DELIVERY & DELVIERY NARRTIVE	OFFER PRICE (€/LITER)	REFERENCE PRICE (€/LITER)
046-46	FUEL OIL, BURNER #2 (FS2) BRUSSELS, BELGIUM, ARMY, TANK WAGON (TW), INTO 1/5,000 LITER TANK CAP QTRS #7, Chemin D'Hoogvorst, 38 - Tervueren 1/5,000 LITER TANK CAP QTRS #8, Keizerlaan, 28 - 3090 Overijse 1/5,000 LITER TANK CAP, QTRS #13 Avenue de l'Oree 7, 1640 RHODE-ST-GENESE 1/5,000 LITER TANK CAP, QTRS #17 Avenue des Pins Noirs, 9 1150 WOLUWE-ST-PIERRE 1/5,000 LITER TANK CAP, QTRS #20 Rue des Becasses 1B, - 1940 KRAAINEM DELIVERY HOURS: 0800-1600, MONDAY THRU FRIDAY ORDERING OFFICE: (COMM. TEL) 068/27.52.90 **PORTS ACTIVE**	_____	_____
057-46	FUEL OIL, BURNER #2 (FS2) ST. ETIENNE, BELGIUM, NATO SUPPORT ACTIVITY, ARMY TANK WAGON (TW), INTO 1/15,000 LITER TANK, CHAUSSEE DE LOUVAIN, 11-1940 WOLUWE DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY ORDERING OFFICE (COMM TEL) 068/27.52.90 **PORTS ACTIVE**	_____	_____
057-461	FUEL OIL, BURNER #2 (FS2) ST. ETIENNE, BELGIUM, ARMY TANK WAGON (TW), INTO 2/20,000 LITER TANKS, DODDS SCHOOLS 1/10,000 LITER TANK, NATO DISPENSARY DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY ORDERING OFFICE (COMM TEL) 068/27.52.90 MULTIPLE DROP **PORTS ACTIVE**	_____	_____
101-AD	BELGIUM FROST-FREE ADDITIVE BELGIUM, US ARMY TANK WAGON (TW) (FOR USE IN FUEL OIL, BURNER #2 (FS2) AS REQUIRED IN THIS SOLICITATION) THE OFFEROR SHALL PROVIDE SPECIFICATIONS FOR FROST FREE ADDITIVE WITH ITS OFFER	_____	_____

**ADDENDUM #1**  
**OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS**

**K15.02 RELEASE OF UNIT PRICES (PC&S/BUNKERS/INTO-PLANE) (DESC APR 2005)**

The Defense Energy Support Center (DESC) may release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. DESC may also release unit prices of unsuccessful offerors after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation documents, in accordance with DoD 5400.7-R (C5.2.8.2). Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F27)

(FAR 52.204-6)

**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 APR 2007)**

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.

_____ NAME	_____ TITLE	_____ PHONE NUMBER	_____ E-MAIL ADDRESS
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(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)

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

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

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

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

- (b) Foreign taxes invoiced separately are as follows:

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

(DESC 52.229-9F10)

**K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(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 this contract;

(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.

(c) 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)

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (PC&S) (DESC APR 2005)**

Check here if not subcontracting with a transportation company in the performance of any resultant contract.

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

(DESC 52.247-9F60)

**ADDENDUM #2**  
**OTHER REGULATORY AND LOCAL CLAUSES**

**B19.02-2 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (BELGIUM) (DESC MAY 2007)**

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

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

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

(1) **Award price** means the unit price set forth opposite the item in the Schedule. The award price consists of the market price (the official posted Belgium government product price (see (2) below) less applicable taxes and duties (as specified in the TAX RELIEF clause), and the firm rebate.

(2) **Market price for all products** means the current applicable official Belgium Government price as published in "Officieel tarief van de aardolieproducten." For deliveries at and over 2,000 liters, the official Belgium Government price will be the GASOIL CHAUFFAGE Camion min 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/U.S. Government NATO Exemption taxes) and a firm fixed rebate that is deducted from the official Belgium Government price. For deliveries under 2,000 liters, the official Belgium Government price will be the GASOIL CHAUFFAGE moins de 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/U.S. Government NATO Exemption taxes) and a firm fixed rebate that is deducted from the official Belgium Government price.

(3) **Date of delivery** means the date and time of product delivery completion via the method of delivery specified in the Schedule.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Defense Energy Support Center by facsimile or letter within five calendar days of any official price change issued by the Belgium Government in the "Officieel tarief van de aardolieproducten." The notification shall be accompanied by a copy of the document showing the new market price.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be the market price incorporated into the contract less applicable taxes and duties, and the firm rebate.

(3) The Contracting Officer shall, pursuant to the provisions of this clause, issue a contract notification to incorporate the new market price, effective on the publication date of such market price.

(4) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page at <http://www.desc.dla.mil> under the heading **Vendor Resources** and then **Product Price Adjustments**.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed **375** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

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

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

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event--

(i) Any applicable market price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions--

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

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

**B19.02-2 (CONT'D)**

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

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause. (DESC 52.216-9FX5)

**F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (PC&S) (DESC APR 2005)**

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

(DESC 52.247-9FJ5)

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

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

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

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

(b) Check Remittance Address:

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

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

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

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.07-4 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

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

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

SWIFT CODE: \_\_\_\_\_

BANK TRANSIT CODE (If available): \_\_\_\_\_

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)

TITLE ON ACCOUNT: \_\_\_\_\_

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.

**G9.07-4 (CONT'D)**

**(b) 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: \_\_\_\_\_

- (c) 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.
- (d) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (e) In the event electronic transfer of funds payments cannot be processed, the Government retains the option to make payments under this contract by check.
- (f) Notwithstanding any other provision of the contract, the requirements of this clause shall control.  
(DESC 52.232-9FJ6)