

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 98
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SP0600-09-R-0510	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED May 1, 2009	REQUISITION/PURCHASE NUMBER SC0600-09-0978	
7. ISSUED BY Defense Energy Support Center 8725 John J Kingman Road, Suite 2945 Ft. Belvoir, Alexandria, VA 22060-6222 PP: 6.2 Buyer/Symbol: Steve Hull/DESC-BYB Phone: 703-767-9351 Fax: 703-767-9336/steve.hull@dla.mil			CODE SC0600	8. ADDRESS OFFER TO (If other than item 7) ATTN: BID CUSTODIAN, DESC-BYB, RM. 2945 Defense Energy Support Center 8725 John J Kingman Road, Suite 2945 Ft. Belvoir, Alexandria, VA 22060-6222 Fax: 703-767-0766 Verification: 703-767-9351		

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 (one) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-BYB; Room 2945 until 3:00 PM local time June 3, 2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8

10. FOR INFORMATION CALL:	A. NAME Steve Hull	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 703 767-9351			C. E-MAIL ADDRESS Steve.hull@dla.mil
---------------------------	-----------------------	--	--	--	---

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	39
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS	8			PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS/WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	74
	D	PACKAGING AND MARKETING				PART IV-REPRESENTATIONS & INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	13	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	75
X	F	DELIVERIES OR PERFORMANCE	21			INSTRS., COND., AND NOTICES TO OFFERORS	90
X	G	CONTRACT ADMINISTRATION	28	X	L	EVALUATION FACTORS FOR AWARD	97
X	H	SPECIAL CONTRACT REQUIREMENTS	38	X	M		

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 * calendar days (*60 calendar days unless a different period is inserted by the offer*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. * See Clause L1.02

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

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

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

IMPORTANT - Award will be made on this Form, or on the Standard Form 26, or by other authorized official written notice.

OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-09-R-0510

PURCHASE PROGRAM NUMBER: 6.2

PERFORMANCE PERIOD: October 1, 2009 through September 30, 2014

**TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE
DEFENSE ENERGY SUPPORT CENTER
BY**

June 3, 2009 @ 3:00 P.M. Local Time

INSTRUCTIONS:

- 1. An original plus one copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. All documents to be completed and returned are contained in this package. See Clause L2.01, L2.05-8, L116.01.100 and L201.02, for submission requirements.**
- 2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial any changes. Sign and Date the Standard Form 33 (SF33) in ink.**
- 3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. See Clause L2.11-2 of the solicitation.**
- 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 on a separate sheet of paper.**
- 5. Please provide your CAGE Code and DUNS number in Block 15A of the SF33.**

6. Your offer must be received no later than 3:00 P.M. EST, on June 3, 2009. Facsimile proposals are authorized (See Clause L2.11-2). Note: All facsimile proposals must be faxed to following number (703) 767-0766. Offerors are cautioned to allow enough time for the complete proposal to be received keeping in mind that other offerors may be faxing also. Signed copies of Submission Package must be received by DESC within ten (10) days after the solicitation closing date. Do not return the entire solicitation package, simply complete and return an original and one copy of the Offeror Submission Package data and Past Performance submissions as described in Clause L201.02 and data requirements of Clause L116.01.100. Your prices must be inserted in Clause B34.01 in the Offeror Submission Package.
7. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted.
8. Unless you specifically state otherwise, your offer is assumed to accept all terms and conditions of this solicitation. Any exceptions to any part of this solicitation must be specifically identified in a cover letter to your proposal.
9. IMPORTANT NOTICE: All contractors must be registered in the Central Contractor Registration (CCR) database. Lack of registration in the CCR will make an offeror ineligible for award as described in Clause I1.07. Commercial and Government Entity Code (CAGE Code): (a) The offeror is requested to enter its CAGE on its offer in the block with its name and address. The CAGE code must be for that name and address. (b) If the offeror does not have a CAGE code, it may go on line to the CCR www.ccr.gov (c) Do not delay submission of the offer pending receipt of a CAGE code.
10. Notice: Any contract awarded to a Contractor who, at the time of award was suspended, debarred, and ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
11. The Government intends to evaluate proposals and award a contract after written or oral discussion with all responsible offerors that submit proposals within the competitive range (see Clause L2.05-8). The source selection decision will be based on a combination of past performance and price of technically acceptable offers.
12. Care should be taken to mail correspondence relating to this solicitation or resulting contract to the appropriate office as indicated in the applicable clauses.
13. Offerors must include the DUNS number in the block with name and address on the cover page of offer (See Clause K1.06).
14. DESC-BYB IS THE DESIGNATED OFFICE FOR RECEIPT OF OFFERS. OFFERERS shall clearly mark all envelopes/packages sent in response to this solicitation with the words: "OFFERED UNDER SOLICITATION SP0600-09-R-0510."

The following is the address used for the offers in original and one (1) copy of the Offeror Submission Package and Past Performance for **US Post Office** and **US Post Office Express Mail** offers only:

ATTN: DESC-BYB Bid Custodian Rm. 2945
Defense Energy Support Center
8725 John J. Kingman Road Suite 2950
Fort Belvoir, VA 22060-6222

**Point Of Contact is Ms. Debbie Lloyd at (703)-767-9350 for verification of receipt.
(Do not contact the procurement official issuing the solicitation for verification of receipt.)**

By
June 3, 2009 at 3:00 PM Eastern Standard Time, Fort Belvoir, Virginia, USA

The following is the address used for offers in original and one (1) copy of the Offeror Submission Package and Past Performance for **Hand carried Offers/Curier Delivery Service:**

ATTN: DESC-BYB Bid Custodian Rm. 2945
Ms. Debbie Lloyd/Telephone 703-767-9350

DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, Suite 2945
FORT BELVOIR, VA 22060-6222

By
June 3, 2009 at 3:00 PM Eastern Standard Time, Fort Belvoir, Virginia, USA

TABLE OF CONTENTS

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS	7
B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)	7
SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	11
C19.07 SAMPLING AND TESTING OF PETROLEUM PRODUCTS (STORAGE) (DESC OCT 2001)	11
SECTION E – INSPECTION AND ACCEPTANCE	12
E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DESC NOV 2003).....	12
SECTION F – DELIVERIES OR PERFORMANCE.....	13
F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991).....	13
SECTION G – CONTRACT ADMINISTRATION DATA.....	13
G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999).....	13
G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAR 2003).....	14
G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DESC JAN 2007)	16
G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	17
G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	18
SECTION K = REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS	20
K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUN 2008/APR 2002/OCT 2000)	20
K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)	30
K15 RELEASE OF UNIT PRICES (DESC MAR 2004).....	30
K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985).....	30
K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)	31
K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988).....	31
K75 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)	31
K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006).....	32
K86 FOREIGN TAXES (DESC JUN 1987).....	32
K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)	33
K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)	33
K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005).....	34

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDERS 35

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991) 35
L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)..... 35
L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALTERNATE I) (JAN 2004/OCT 1997)..... 35
L5.05 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) – DLAD..... 38
L116.01.100 DATA REQUIREMENTS (STORAGE) (DESC APR 2009) 38
L201.02 INSTRUCTIONS TO OFFERORS (COCO) (DESC MAY 1997) 39

SECTION M – EVALUATION FACTORS FOR AWARD 39

M2.13.100 EVALUATION OF OFFERS (MULTIYEAR COCO STORAGE) (DESC APR 2009) 39
M43.02 ADDITIONAL EVALUATION (DESC FEB 1985) 40
M72.100 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 2009) 40

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)

The services to be furnished during the period specified herein and the unit prices are as follows:

DEFENSE FUEL SUPPORT POINT SERVICES PORT OF JEBEL ALI, UNITED ARAB EMIRATES (UAE)

1. Description of Required Services

- 1.1 Area of Consideration**
- 1.2 Storage Tank Requirements**
- 1.3 Grade of Product**
- 1.4 Physical System Requirements**
- 1.5 Estimated Through-put Requirements**
- 1.6 Property Control, Records and System Records**

2. Facilities

- 2.1 Product Receiving Requirements**
- 2.2 Product Shipping Requirements**
- 2.3 Truck Fill Stand**
- 2.4 Berthing and Mooring Facilities**
- 2.5 Storage Tanks**
- 2.6 Filtration**
- 2.7 Additive Injection**
- 2.8 Laboratory Services**

3. Product Quality Surveillance

- 3.1 Responsibilities**
- 3.2 Quality Control Plan**
- 3.3 Calibration**
- 3.4 Quality During Shipments**
- 3.5 Quality During Receipts**
- 3.6 General**

1. Description of Required Services:

1.1 Area of Consideration: Port of Jebel Ali, United Arab Emirates (UAE) area.

1. Description of Required Services:

1.1 Area of Consideration: Port of Jebel Ali, United Arab Emirates (UAE) area.

1.2 Storage Tank Requirements: 2,000,000 barrels (shell capacity) of storage:

- (1) 1,000,000 barrels of JP5
- (2) 1,000,000 barrels of F76

A minimum of two tanks per product, interconnected and isolated from other facilities and products handled within the tank farm is desired, however, one tank per product will be considered. Dedicated facilities are required.

1.3 Grade of Service: Two grades of product:

- (1) Aviation Turbine Fuel -Grade JP5
- (2) Navy Distillate -Grade F76

1.4 Physical System Requirements: Storage and handling facilities capable of receiving, storing, protecting, and shipping two grades of U.S. Government-owned petroleum product. A dedicated system is preferred, however, a common system will be considered, providing the offeror(s) submit the data required by Clause L116.01, Data Required to be Submitted. In addition to the data required by Clause L116.01, the potential Contractors will be required to provide the tank cleaning and inspection data required by Clause E18 as part of their proposal.

1.5 Allowed Throughput: The U.S. Government will be entitled to initial fill and final shipment during the 5-year performance period, in addition to 2,000,000 barrels of total product turnover for each product within a 12-month period, hereafter referred to as allowed throughput. Initial fill is defined as all receipts required to fill the storage tanks to 100% of the awarded safe fill capacity. Final shipment is defined as all issues required to withdraw 100% of the awarded safe fill capacity. The 4,000,000 total barrels of allowed throughput is defined as the total receipts of each product, JP5 and F76, in a 12-month performance period plus the total shipments (JP5/F76) in the same 12-month performance period, divided by two..

1.5.1 Excess Throughput: Offeror(s) shall indicate any additional throughput charge for volumes in excess of the allowed throughput under Subline Item 1001AA - Excess Throughput. Excess throughput charge will be calculated by multiplying the total number of barrels received and shipped in a 12-month period above the allowed throughput quantity by the excess throughput charge offered under Subline Item 1001AA.

1.6 Property Control, Records and System Records: The Contractor shall provide Property Control and System Records in compliance with paragraph (a)(1) of Clause 1119.04. The Contractor furnished computer system shall meet the current commercial standards for a computer system capable of accomplishing the data reporting and records keeping required by the Fuels Automated System (FAS); maintaining the data collection and records keeping associated with product quality surveillance (i.e., product analysis and testing reports); and the document collection and records keeping associated with the Contractors preventive maintenance program, etc.

1.6.1 The Contractor shall input inventory and sales data for Government own product directly into the Government's Fuel Automated System (FAS) utilizing a Contractor-furnished computer system via a Contractor-furnished internet access (with static IP address capability) or creation of a dial-in account to the DESC FAS web server. Additional data and requirements can be found in Clause 1119.04.

2. Facilities:

2.1 Product Receiving Requirement: The Contractor's facilities shall be capable of receiving U.S. Government-owned product via ocean going tankers/barges or U.S. Navy Fleet Oilers on a 24-hour per day, seven day per week basis at pumping rates compatible with the mode of transportation tendered (minimum 2,000 barrels per hour for barges and 8,000 barrels per hour for tankers and Fleet Oilers).

2.2 Product Shipping Requirement: The Contractor's facilities shall be capable of shipping U.S. Government-owned product via ocean going tankers/barges or Navy Fleet Oilers on a 24-hour per day, seven day per week basis at pumping rates compatible with the mode of transportation tendered (minimum 2,000 barrels per hour for barges and 8,000 barrels per hour for tankers and Fleet Oilers).

2.3 Tank Truck Fill Stand Facility: The Contractor's truck fill stand facility shall be capable of simultaneously loading and shipping four tank trucks at a combined rate of 1,000 gallons per minute. The tank truck loading and shipping capability is required for JP5. The Contractor is responsible for loading and shipping tank trucks on a 5-day workweek schedule; 8:00 a. m. to 5:00 p. m. weekends and local holidays excepted. Hours worked in excess of these hours will be on an overtime basis (see Clause G148.05). (NOTE: The normal United Arab Emirates work week is Sunday through Thursday).

2.4 Berthing and Mooring Facilities: The Contractor's berthing and mooring facilities shall be capable of handling a minimum 40,000 dead weight ton (DWT) vessels with an overall length of 800 feet with a minimum draft of 39 feet at mean low water from the Contractor's berthing and mooring facility to the open ocean. The offeror shall provide any port restriction requirements and harbor fees with their proposal, along with height restrictions from ship's manifold to the waterline during loading/unloading.

2.5 Storage Tanks: All storage tanks must meet the minimum requirements of the current American Petroleum Institute (API) standards and all local laws, regulations, etc. applicable to the tanks and facilities to be provided. Cone roof tanks with internal floating pans are preferred however, floating roof tanks will be considered if they are equipped with roof drains which prevent water from coming into contact with the product to be stored. The bottom floor of the floating roof that contacts the product should be epoxy coated. Additionally, the floor and at least 3 meters up the side of any tank offered must be epoxy coated. The tanks shall be interconnected to provide the capability of recirculation and filtration of product between tanks. Each storage tank shall be equipped with a fuel/water separation system for collection of all product or water dispensed from its bottom water drain(s). The facility must be equipped with illumination to allow receipt/issue operations during hours of darkness.

2.6 Filtration: Contractor-furnished filtration system that meets the specifications outlined in the current API Publication 1581, Specifications and Qualification Procedures -Aviation Jet Fuel Filter Separator. The capability must exist to filter product during tank-to-tank transfers under max flow conditions, as a minimum.

2.7 Additive Injection: Contractor-furnished injection system(s) to inject additives as follows: The additives (Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor/Lubricity Improver (CI/LI) will be injected by the Contractor based on product specification requirements. Injection requirements apply to JP5 stocks. (See Clause F45.03)

2.8 Laboratory Services: The Contractor shall provide laboratory services to test U.S. Government-owned petroleum products. If the Contractor cannot provide full testing capabilities identified in the PWS Appendix 1 acceptable to the Government, the Contractor shall be responsible for shipping the required samples to a laboratory specified by the Government representative within the Middle East. As a minimum, the Type C testing capability, including FSII, identified in Appendix 1, Types of Tests Required on Aviation Turbine Fuel, shall be available within the Contractor's facility.

3.0 Product Quality Surveillance:

3.1 Responsibilities: The Contractor will be responsible for maintaining the quality of the Government-owned product stored at the Contractor's facility, to include but not limited to monitoring product deterioration and contamination, in accordance with the contractor developed Quality Control Plan.

3.1.1 No petroleum products shall be received or shipped without first determining and confirming conformance with product quality requirements. No conveyance/container shall be loaded until it is inspected by a qualified contractor person and deemed suitable to carry the intended product. Products shall be shipped on a first-in, first-out basis unless otherwise approved or directed by the QAR/COR. Non-conforming product shall be reported to the QAR/COR immediately. Anytime product is received into a tank, the tank's contents shall be suspended from issue pending quality conformance sampling and testing. The Contractor shall ensure that certificates of quality conformance (test reports) are maintained on file for all on-hand fuel stocks.

3.2 Quality Control Plan: The Quality Control Plan (QCP) shall provide comprehensive and detailed step-by-step procedures covering all requirements in clause E1.11, QUALITY CONTROL PLAN. Following contract award, the Contractor shall have 30 days to submit the detailed plan to the QAR/COR and Contracting Officer for review and acceptance. Written procedures must be clear and concise as to: what is done, where it's done, when it's done, how it's done, and who (which contractor employee position) does it. It must describe, in proper sequence, how contract compliance will be achieved and how the contractor intends to perform the required services in order to ensure that all products meet specification requirements during the performance of the contract. The plan shall include procedures for the following operations, as they affect quality control, and an organizational chart that identifies responsible parties for these operations:

- a. Receiving - See Clause F1.04
- b. Blending – See Clause F45.03
- c. Sampling – See Clause C19.07
- d. Testing – See Clause C19.07 and E28
- e. Calibration
- f. Storage and Handling – See Clauses E28 and I116
- g. Loading and Shipping – See Clause F1.05
- h. Quantity Determination – See Clause F1.14
- i. Records and Reports – See Clause I119.04
- j. Corrective Action

The QCP must describe at a minimum those functions pertinent to contract performance and compliance. The QCP must be reviewed/approved upon initial award to assure the technical and procedural requirements are adequately described. The QCP must be dynamic (i.e., modified or extended as changes in technical or procedural requirements occur). Contractor responsibility to inspect product and services shall be in accordance with clause E28, CONTRACTOR INSPECTION RESPONSIBILITIES.

3.2.1 The Contractor shall report immediately to DESC Middle East or the QAR/COR all receipts or on-hand stocks that fail to meet product quality for receipt, storage, or shipment in accordance with the Quality Control Plan. Suspected off-specification product will be isolated and shall not be released for shipment until authorized by the Contracting Officer or the QAR/COR.

3.3 Calibration: Calibration of testing equipment required under the provisions of this contract shall be covered in the Quality Control Plan (QCP). The frequency of testing may be increased by the QAR/COR as required.

3.4 Quality During Shipments General: General loading conditions for tank trucks, tank cars, tankers and barges shall be in accordance with clause F1.05, GENERAL SHIPPING CONDITIONS. Written procedures shall be in place for product movement and related quality/quantity checks from shipping tank(s) to conveyance in order to maintain product integrity. The QCP shall provide a description of procedures to use for transfer system from shipping tank to conveyance in order to maintain product integrity, including but not limited to, procedures for properly isolating loading system from shipping tank to conveyance to prevent contamination.

3.5 Quality During Receipts of Tankers and Barges: General receiving conditions for tankers and barges shall be in accordance with clause F1.04, GENERAL RECEIVING AND STORING CONDITIONS. Before commencing with a receipt of fuel, the contractor shall assure that the shore-side is ready for discharge to ensure the quality of the product in the receipt tank(s) after receiving the product. The terminal shall be aware of the time of the vessel’s arrival. State procedures for assuring condition of loading line (i.e., full of tested product, all air bled and pressure packed, etc.) and gauging shore tanks, both before and after discharge. Determine net quantities before discharge.

3.5.1 Additional testing shall be performed if required to assure split cargoes have not been commingled. Establish procedures for the transportation of samples from vessel to the testing facility. Establish procedures for monitoring the discharging from vessel to shore tank, investigating irregularities immediately, and stopping discharging if necessary. Establish procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity.

3.5.2 Establish procedures for immediately notifying the QAR/COR when irregularities occur or are suspected and on all occasions when loading is interrupted. Establish procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, and results of quality/quantity investigations.

3.6 General: In the absence of any contract provision or referenced method, specification, or other instruction, the Contractor shall perform all services in accordance with the best commercial practices.

LINE ITEM 1001 (MUCC) (multi-year): The prices for the services and facilities to be provided during the performance of the five-year (multi-year) period (**October 1, 2009 – September 30, 2014**) as described in the Performance Work Statement includes the following:

TANK NUMBER TANK TYPE <u>PRODUCT STORED (F76/JP-5)</u>	SHELL CAPACITY <u>(BARRELS)</u>	FILL CAPACITY <u>(BARRELS)</u>	USE CHARGE PER TANK PER MONTH (includes initial fill, final shipment and allowed throughput and PRICE/PER BARREL/PER YEAR) <u>PRICE</u>

SUBLINE ITEM 1001AA - EXCESS THROUGHPUT (EXTP): In excess of allowed throughput per year or, prorated for any part year that the use of storage is limited to a period of less than one year, the contractor will be reimbursed \$_____ per barrel. Throughput is defined as receipts plus issues divided by two.

SUBLINE ITEM 1002 - LABORATORY SERVICE (LABS): The Contractor will be reimbursed for Laboratory Support Services. (See Clause C19.07)

SUBLINE ITEM 1003 – PURCHASE OF FILTERS: The Government will reimburse the Contractor for the cost of the replacement of filter elements and disposal of the used filter elements. The Contractor is required to invoice the Government, certified by the QSR, for replacement filters. No fee or administrative charge shall be added. (See PWS Paragraph C-2.5.2)

(DESC 52.207-9F85)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C19.07 SAMPLING AND TESTING OF PETROLEUM PRODUCTS (STORAGE) (DESC OCT 2001)

(a) **SAMPLING.** The samples identified in the solicitation attachment entitled MINIMUM REQUIREMENTS FOR STORAGE SAMPLING AND TESTING are a required part of the services to be provided. The Contractor must provide these samples using qualified personnel, facilities, and equipment on-site and shall include all associated costs in the monthly service charge. These on-site resources may be provided by Contractor personnel or by commercial source acting on behalf of the Contractor. The Quality Representative will not be responsible for taking any samples for the Contractor. All samples must be taken in accordance with ASTM D 4057, Standard Practice for Manual Sampling of Petroleum and Petroleum Products (API Manual of Petroleum Measurement Standards (MPMS), Chapter 8.1).

(b) **TESTING.** The tests identified in this solicitation attachment entitled MINIMUM REQUIREMENTS FOR STORAGE SAMPLING AND TESTING are a required part of the services to be provided. Those tests identified in the attachment which are part of a higher order analysis (defined as follows: Composite Samples, Storage Tanks After Receipt, Interface Mixture, Dormant Stocks, and Individual Tests, including particulate contamination) shall be provided by the Contractor using one of the following options (the Contractor shall check the appropriate box below):

The Contractor will perform the tests using its own qualified personnel, facilities, and equipment. (All costs for this service are to be included in the monthly service charge.)

The Contractor will not perform the tests using its own personnel, but will provide on a seven days per week, 24 hours a day basis, its own facilities and equipment for testing of product by Government personnel. (All costs for this service are to be included in the monthly service charge.)

The Contractor will not provide its own personnel, facilities, or equipment. Instead, the Contractor will, within 24 hours after sampling, transport any sample(s) to a commercial laboratory approved by the Government and arrange for that commercial laboratory to perform all the required tests. The Government, at its own option, may direct that samples be tested at a Government laboratory under contract to the Government. In this case, transport of such samples is still the responsibility of the Contractor. (The Government will reimburse the Contractor for the actual costs of the tests performed by their commercial laboratory. All other associated costs must be included in the monthly service charge.)

All other tests found in the above referenced attachment, which are not part of a higher order analysis, shall be provided in accordance with the CONTRACTOR INSPECTION RESPONSIBILITIES (STORAGE) clause.

(c) All facilities and equipment to be provided, whether that of a Contractor or a commercial laboratory, must conform to the standards for such facilities and equipment established by the Occupational Safety and Health Act and the National Fire Protection Association or local regulations, whichever is more stringent.

(DESC 52.211-9FL5)

SECTION E – INSPECTION AND ACCEPTANCE

E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DESC NOV 2003)

(a) The Contractor shall maintain and make available upon request the following historical data relative to each storage tank provided:

- (1) Date and type of construction;
- (2) Name of installing contractor;
- (3) Product service (past and present) and dates;
- (4) Date of last cleaning/physical entry inspection and contractor's name;
- (5) Structural condition based on cycle inspection at the time of cleaning or repair;
- (6) Record or tank repairs;
- (7) Tank dimensions and capacity;
- (8) Inspection and tank cleaning frequency (date of next mandatory inspection, when tank out of service, required);
- (9) Tank coating history;
- (10) Tank strapping charts;
- (11) As built drawings (if available); and
- (12) Records of product tests and trends.

(b) At the Contractor's expense, the Contractor shall empty, inspect, and clean each bulk petroleum storage tank and dispose of all tank bottom waste for each tank furnished under this contract at the following intervals. When tank cleaning does take place, the Contractor, at his own expense, shall be responsible for providing alternate tankage and transferring the remaining product to that tankage. Such tankage shall be suitable for storing the transferred product and shall be of equal or greater capacity than the tankage being cleaned. Any proposed reduction in the storage capacity cited in the contract must be approved by the Contracting Officer in advance.

(1) AVIATION FUEL STORAGE TANKS.

- (i) Every 4 years for uncoated storage tanks without an inlet-filter separator;
- (ii) Every 6 years for either a coated tank without an inlet filter separator, or for an uncoated tank with an inlet-filter separator; and
- (iii) Every 8 years for coated tanks with an inlet-filter separator.
- (iv) For storage tanks with direct receipt of fuel from barge or tanker, the frequency for physical entry inspection and cleaning will be 3, 5, and 8 years for (i), (ii), and (iii) above, respectively.
- (v) Tanks will be emptied, cleaned, and inspected more frequently than the periods stated in (i) through (iv) above when sample analysis indicates a build up of sediment in the tanks.

(2) GROUND AND MARINE FUEL STORAGE TANKS. Tanks will be emptied, cleaned, and inspected when sample analysis indicates a build up of sediment in the storage tanks.

(c) The time for cleaning will be measured from the date of the last cleaning regardless of whether the tank was under contract with DESC at the time of the last cleaning.

(d) Samples will be taken and tested at Government expense. If tank cleaning is required earlier than the criteria listed in (b)(1) above and the Government is shown to be at fault, then the Government will be responsible for cleaning, sampling, and testing costs. In all other cases, tanks requiring cleaning will be removed from revenue and cleaned at the Contractor's expense.

(e) At the time of offer submission, the offeror shall provide the Contracting Officer with a listing of all tank inspections and cleanings, and other activities that would take a tank out of service, which are anticipated to occur during the contract period (see chart below). This listing shall include the tank number, location, reason for being out of service, dates the tank will be out of service and provisions that have been made to replace the tankage while it is out of service. Updates to the listing shall be sent to the Contracting Officer as soon as a change is known.

<u>Tank Number</u>	<u>Location</u>	<u>Reason</u>	<u>Dates</u>	<u>Replacement Tankage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(DESC 52.246-9FF1)

SECTION F – DELIVERIES OR PERFORMANCE

F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)

During the contract period, October 1, 2009 through September 30, 2014, the Contractor shall provide petroleum storage facilities and services at the following location:

(Street address)

(City/State/Zip)

(DESC 52.242-9FA1)

SECTION G – CONTRACT ADMINISTRATION DATA

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 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE
(DESC MAR 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)

G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DESC JAN 2007)

(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 capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.

(b) Any change by the Contractor in the 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.

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

COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)

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

ORIGINATOR ABA: 044036205 (DESC fill-in)

CONTRACT NUMBER: _____ (DESC fill-in)

RECIPIENT'S CAGE CODE: _____

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S DUNS NUMBER: _____

BENEFICIARY'S BANK NAME: _____
(DO NOT EXCEED 29 CHARACTERS)

BENEFICIARY'S BANK ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

_____ (DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY'S BANK ACCOUNT NUMBER: _____

BENEFICIARY'S BANK SWIFT NUMBER: _____ (EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: _____

BENEFICIARY'S BANK SORT CODE: _____ (FOR BANKS IN THE UNITED KINGDOM ONLY)
(6 CHARACTERS ONLY)

(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) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ2)

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

(a) METHOD OF PAYMENT.

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

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

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

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

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this

contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

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

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

(f) EFT AND PROMPT PAYMENT. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(FAR 52.232-33)

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

(a) METHOD OF PAYMENT.

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by

EFT (but see paragraph (d) of this clause).

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

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

provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

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

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

(d) **SUSPENSION OF PAYMENT.**

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

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

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

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

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

- (1) The contract number (or other procurement identification number).

- (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
contract, and account number at the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.
- (FAR 52.232-34)

SECTION K = REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUN 2008/APR 2002/OCT 2000)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

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.

Forced or indentured child labor means all work or service—

- (1) 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
- (2) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern—

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

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

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

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.

Veteran-owned small business concern means a small business concern--

(1) 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

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

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.

Women-owned small business concern means a small business concern--

(1) 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

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

(b) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. **[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]**

(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 woman-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 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 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), 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 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, or designated country end product.

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

(Line item no.)

(Country of origin)

(g) BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) 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 – FREE TRADE AGREEMENTS – 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 Australian and Canadian) end products:

(Line item number)

(Country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line item number)

(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 products:

(Line item number)

(Country of origin (if known))

(h) CERTIFICATION REGARDING RESPONSIBILITY MATTERS (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
[] 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, violating Federal criminal tax laws, or receiving stolen property;

- (3) are
 are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

- (4) have
 have not

Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(1) List End Product.

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

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

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

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

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) **CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

does

does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

does

does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this provision applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) 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 _____

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/I/II)

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

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

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

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(FAR 52.204-6)

K15 RELEASE OF UNIT PRICES (DESC MAR 2004)

The Defense Energy Support Center (DESC) will continue to 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. 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 52.224-9F25)

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.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
-------------	--------------	---------------------	-----------------------

(DESC 52.215-9F28)

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

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

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

[] YES [] NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

K75 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) **Foreign person** means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in 50 U.S.C. App. 2415(2) and means—

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern), and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) **CERTIFICATION.** If the offeror is a foreign person, the offeror certifies by submission of an offer that it--

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

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

(DFARS 252.225-7031)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(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, 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:

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

(DESC 52.229-9F10)

K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(b) **REPRESENTATIONS.**

The offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.247-7022)

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

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

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

(A) are,
 are not

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

(B) have,
 have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) are,
 are not

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

(ii) The Offeror--

has,
 has not

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

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

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

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

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

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

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

(FAR 52.209-5)

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

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDERS

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

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

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

(c) The Government requires a minimum acceptance period of _180_ calendar days.

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

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

(DESC 52.215-9FB1)

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

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

(DESC 52.215-9F45)

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

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

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

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

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

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

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

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

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

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

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

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

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

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

(f) **CONTRACT AWARD.**

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

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

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

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

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

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

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

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

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

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

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

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (FAR 52.215-1/Alternate I)

L5.05 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) – DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see FAR 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this provision, check here []. Alternate wording may be negotiated with the Contracting Officer.

(DLAD 52.233-9001)

L116.01.100 DATA REQUIREMENTS (STORAGE) (DESC APR 2009)

(a) Each proposal shall be accompanied by a map (a city street map is satisfactory) showing the exact location of the facility, a schematic drawing showing the facility layout and its relation to other facilities in the area, a description of equipment to be provided, line systems, pump capacities, and a complete cleaning, maintenance and repair history for each storage tank, to include the last American Petroleum Institute (API) 653 inspection as well as the scheduled date for the next API 653 inspection.

(b) Offeror must verify that certified strapping charts are available for each tank offered and that such charts will be provided upon request.

(c) Offerors are requested to provide, in barrels, the tank bottom for each tank, the pipeline and manifold fill for the facilities offered, and the capacity of the facilities available for receiving ballast water. Offerors are required to provide the maximum safe fill capacity for each tank offered, including a summary of how the maximum safe fill capacity computation was calculated.

(d) If the proposal is based on providing a segregated system in lieu of the preferred dedicated system, offerors must submit a general description of such system including detailed handling procedures that shall be followed to ensure the quality of U.S. Government-owned product. The detailed procedures must include as a minimum (1) the types and grades of all other products moved through any part of the offered segregated system, including a list of the products' specifications, and (2) detailed procedures on how non-Government line fills are to be handled prior to receipt/shipment of Government product, i.e., flush and drain line, etc. The DEFINITIONS (CONT'D) (STORAGE) clause provides definitions of isolated, segregated, dedicated, and common systems.

(e) Offerors are requested to provide the following information in sufficient detail to demonstrate their ability to satisfactorily perform the requirements of the Performance Work Statement:

- (1) Area of Consideration
- (2) Storage Tank Requirements
- (3) Grade of Service
- (4) Physical System Requirements
- (5) Estimated Throughput Requirement
- (6) Product Receiving Requirements
- (7) Product Shipping Requirements
- (8) Berthing and Mooring Requirement
- (9) Additive Injection
- (10) Filtration

- (11) Laboratory Services
- (12) Truck Fill Stand
- (13) Product Quality Surveillance

(DESC 52.215-9F90)

L201.02 INSTRUCTIONS TO OFFERORS (COCO) (DESC MAY 1997)

Offeror shall submit an original and one copy of their proposals, divided into the following sections labeled **Offeror Submission Package and Past Performance**:

(a) **Offeror Submission Package.**

(1) Complete all required representations and certifications, and provide proposed prices in the SERVICES TO BE FURNISHED AND PRICES clause.

(2) If any exceptions are to be taken to the terms and conditions of the solicitation, indicate (on a separate sheet) the specific paragraph and submit as part of this Offeror Submission Package. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) **Past Performance.**

(1) The offeror shall list all contracts and subcontracts completed in the last three years and those in progress that are related to the proposed contract. These contracts may include efforts undertaken on behalf of private industry, quasi-government organizations, or Federal agencies, including those performed for non-DoD activities. The offeror should include the following information:

- (i) Name and address of contracting activity;
- (ii) Contract number;
- (iii) Contract type and dollar value;
- (iv) Brief description of the work (if the offeror is a large business, include a description of any subcontracting);
- (v) Contracting Officer, Contracting Officer's Representative; Administrative Contracting Officer, and Program Manager (all that are applicable) with telephone numbers; and
- (vi) Significant problem(s) encountered and the corrective action(s) taken.

(DESC 52.215-9F35)

SECTION M – EVALUATION FACTORS FOR AWARD

M2.13.100 EVALUATION OF OFFERS (MULTIYEAR COCO STORAGE) (DESC APR 2009)

(a) All offers will be evaluated on price, past performance and technical capability. Technical capability and past performance are equal in importance. Together the two non-cost factors are more important than price. Award will be made to the offeror who represents the best value combination of technical capability, price and past performance.

(b) **PRICE.** The low multiyear offer will be determined by computing the total cost to the Government for five years (60 months) of service based on the dollar cost/per barrel/per year. This will be accomplished by adding—

- (1) The average monthly service charge offered in Line Item 1001 of the Schedule multiplied by 60
- (2) The price per barrel per year will determined by dividing the total cost obtained above by the fill capacity offered and the result divided by the period of performance years, and
- (3) The estimated five-year (60 month) cost of any additional charges listed under Line Item(s) 1001AA, 1002 and 1003.

(c) **PAST PERFORMANCE.**

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

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

(d) **TECHNICAL.**

The Government will evaluate the offeror's demonstrated capability to satisfy the requirements of the Performance Work Statement.

(DESC 52.216-9F50)

M43.02 ADDITIONAL EVALUATION (DESC FEB 1985)

Offers will be evaluated by adding to the total price offered, including options to renew, the cost of moving 2,000,000 barrels of Government-owned petroleum product from the Jebel Ali, Star Energy Oil Terminaling facility to the offeror's facility.

(DESC 52.217-9F10)

M72.100 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 2009)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

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

(DESC 52.209-9F45)