

# Offeror Submission Package

SOLICITATION SP0600-02-R-0048

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD: 1 August 2002  
THROUGH 31 July 2005

## INSTRUCTIONS:

1. The original and one copy of this completed package must be returned to the following address: ATTN: Offer Custodian, Room 3729, Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, Ft. Belvoir, VA 22060-6222. All documents to be completed and returned are contained in this Offeror Submission Package:

- Standard Form 1449, Solicitation/Contract/Order for Commercial Items
- All applicable fill-in clauses
- Individual Small Business Subcontracting Plan, DESC-P 19.2
- Contractor Performance Data Sheet
- Price Data Sheets, upon which you will submit your Offer prices as follows:
  - Price Data Sheet FOB Destination Offers Only, DESC 2.18A
  - Price Data Sheet FOB Origin Offers Only, DESC 219A
  - Price Data Sheet SDB Preference Offers Only, DESC 216
  - Price Data Sheet SDB HUB Zone Preference Offers Only, DESC 216

2. For this Solicitation, SP0600-02-R-0048, Facsimile Submission of Offers are acceptable.
3. Be sure to proofread all Offer prices submitted. They must be in actual dollars per gallon. (e.g. \$0.4000). **NOT price differentials.** Offer one price per line item, which will escalate/deescalate with the named index.
4. Be sure to check your offer for accuracy and legibility prior to submission. Initial all changes and sign and date the Standard Form 1449.

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30   |  |  |  | 1. REQUISITION NUMBER<br><b>SP0600-02-0075/0076</b>  |  | PAGE 1 OF 32   |  |
| 2. CONTRACT NUMBER   |  | 3. AWARD/EFFECTIVE DATE<br><b>See Block 31C</b>  |  | 4. ORDER NUMBER  |  | 5. SOLICITATION NUMBER<br><b>SP0600-02-R-0048</b>  |  |
| 6. SOLICITATION ISSUE DATE<br><b>15 March 2002</b>   |  | 7. FOR SOLICITATION INFORMATION CALL:<br>a. NAME<br><b>Dianne Lyles</b><br>Email: <a href="mailto:dlyles@desc.dla.mil">dlyles@desc.dla.mil</a> |  | b. TELEPHONE NUMBER<br>(no collect calls)<br><b>(703) 767-9539</b><br>FAX: <b>(703) 767-8506</b>   |  | 8. OFFER DUE DATE/LOCAL TIME<br><b>16 April 2002 3:00 PM</b><br><b>Fort Belvoir, VA</b>  |  |
| 9. ISSUED BY<br><b>Defense Energy Support Center</b><br><b>8725 John J. Kingman Road, Suite 4950</b><br><b>Fort Belvoir, VA 22060-6222</b><br><b>Buyer/Symbol: D. Lyles/DESC-PLB</b><br><br><b>PP 3.22</b>   |  |  |  | CODE<br>SP0600   |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE % FOR<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV BUSINESS<br><br><input type="checkbox"/> 8(A)<br><br><b>NAIS: 422720 / 324110</b><br><br><b>SIZE STANDARD: 500</b> |  |
|  |  |  |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS   |  |
|  |  |  |  | 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)  |  | 13b. RATING  |  |
|  |  |  |  | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP  |  |  |  |
| 15. DELIVER TO<br><b>SEE SCHEDULE</b>  |  |  |  | CODE   |  | 16. ADMINISTERED BY<br><b>SEE BLOCK 9</b>  |  |
| 17a. CONTRACTOR/OFFEROR BIDDER CODE  |  | FACILITY   |  | CAGE CODE  |  | 18a. PAYMENT WILL BE MADE BY<br><b>SEE CLAUSE G150.03-1, G150.06, G150.06-2 AND G150.11</b>  |  |
| TELEPHONE NO. FAX NO:  |  |  |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM   |  |  |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |  |  | 19. ITEM NO.   |  | 20. SCHEDULE OF SUPPLIES/SERVICES<br>(See Schedule in Master Solicitation Attached)  |  |
|  |  |  |  | 21. QUANTITY   |  | 22. UNIT   |  |
|  |  |  |  | 23. UNIT PRICE   |  | 24. AMOUNT   |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>97XXX930.5CFO 01 26.1 S3350   |  |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |  |  |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.                       |  |  |  |  |  |  |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |  |  |  |  |  |  |  |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>2</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |  |  | [X] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. SEE AWARD SHEET |  |  |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |  |  | 31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)   |  |  |  |
| 30b. NAME AND TITLE OF SIGNER (Type or Print)  |  | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER (Type or Print)   |  | 31c. DATE SIGNED   |  |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED   |  |  |  | 33. SHIP NUMBER  |  | 34. VOUCHER NUMBER   |  |
|  |  |  |  | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL  |  | 35. AMOUNT VERIFIED CORRECT FOR  |  |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  |  |  |  | 32c. DATE  |  | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |  |
|  |  |  |  | 37. CHECK NUMBER   |  | 38. S/R ACCOUNT NO.  |  |
|  |  |  |  | 39. S/R VOUCHER NO.  |  | 40. PAID BY  |  |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  |  |  |  | 42a. RECEIVED BY (Print)   |  |  |  |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |  | 41c. DATE  |  | 42b. RECEIVED AT (Location)  |  |  |  |
|  |  |  |  | 42c. DATE REC'D (YY/MM/DD)   |  | 42d. TOTAL CONTAINERS  |  |

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)  
(APR 2001/OCT 2000/OCT 2000)**

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

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

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

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

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

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

(i) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

K1.01-10 Cont'd

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. \_\_\_\_\_

(4) **TYPE OF ORGANIZATION.**

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

(5) **COMMON PARENT.**

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

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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--

K1.01-10 Cont'd

is  
 is not

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

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

is  
 is not

a women-owned small business concern.

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

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

is

a women owned business concern.

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

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

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

is  
 is not

an emerging small business.

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

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

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

(Check one of the following:)

K1.01-10 Cont'd

| <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)(7)(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:

\_\_\_\_\_.

**(10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) 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).

K1.01-10 Cont'd

- 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.

(11) **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 place of ownership, 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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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: \_\_\_\_\_.)

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

K1.01-10 Cont'd

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

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

(i) It--

has

has not

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

(ii) It--

has

has not

filed all required compliance reports.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

(ii) It--

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

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

**(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006). (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); 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 must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "**domestic end product**":

K1.01-10 Cont'd

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

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

\_\_\_\_\_ (Insert line item no.) \_\_\_\_\_ (Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_ (Insert line item no.) \_\_\_\_\_ (Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_ (Insert line item no.) \_\_\_\_\_ (Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_ (Insert line item no.) \_\_\_\_\_ (Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_ (Insert line item no.) \_\_\_\_\_ (Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

**(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); 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 must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "**domestic end products**":

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

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



K1.01-10 Cont'd

**(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.

(FAR 52.212-3/Alts I/III)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

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

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

K1.05 Cont'd

- (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. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

**K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)**  
**(DESC FEB 1999)**

**SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.**

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that-

all

not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

all

not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

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

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(DESC 52.215-9F28)

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

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**

**(a) FACSIMILE INVOICING.**

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

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

YES  NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

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

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

---

(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

YES  NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

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

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

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

YES  NO

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

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

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

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

(DESC 52.232-9F10)

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY**

**(MAR 1998)**

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

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

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

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

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

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

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

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

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

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

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

(c) **DISCLOSURE.**

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

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

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

(DFARS 252.209-7001)

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)**

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

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

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

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

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

(DESC 52.247-9F60)

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES  
(PC&S/COAL) (DESC FEB 2001)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: \_\_\_\_\_.

(2) Rate for detention beyond free time: \_\_\_\_\_.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker, will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products.

(DESC 52.247-9FK1)

**F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)**

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes

F16 Cont'd

of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

**(b) BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.**

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

| <u>ITEM</u> | <u>FREE TIME ALLOWED</u> | <u>DEMURRAGE BEYOND FREE TIME</u> |            |              |
|-------------|--------------------------|-----------------------------------|------------|--------------|
|             |                          | <u>BARGE</u>                      | <u>TUG</u> | <u>OTHER</u> |

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

(DESC 52.247-9FF1)

**F19 DEGREE DAY SYSTEM PROVISIONS (DESC APR 1996)**

(a) Where, for particular items, **Degree Day System** is specified, the following provisions shall apply only during that part of the ordering period that falls within the heating season. During that portion of the ordering period that does not fall within the heating season, the provisions of the AUTOMATIC FILL-UP PROVISIONS clause shall apply. The **heating season** is hereby defined as that part of the year commencing at midnight, September 30, and continuing through midnight, March 31.

(1) Upon request by the Contractor, the Ordering Officer shall furnish within two weeks--

- (i) A map or other written information indicating the location and capacity of each receiving tank;
- (ii) A record of deliveries to each tank during the previous heating season; and
- (iii) A description of any restricted areas and any special procedures to be followed.

(2) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(3) The Contractor shall establish and maintain a Degree Day System acceptable to the Government that will--

- (i) Accurately forecast when each tank requires refilling; and
- (ii) Maintain a level in each tank at all times never less than 30 percent of tank capacity. Subparagraph

(b)(2) of the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause shall not be applicable to those items where the Degree Day System applies.

(4) **REPORTING PROCEDURES.** The Contractor shall keep an accurate record, for each individual tank,

F19 Cont'd

of the degree days, the quantities delivered, and the date of each delivery. These records shall be furnished to the Ordering Officer in three installments:

(i) The first of such reports shall include data for the months of October, November, and December and shall be submitted to the Ordering Officer no later than January 31.

(ii) The second of such reports shall include data for the months of January, February, and March and shall be submitted to the Ordering Officer no later than April 30.

(iii) If the delivery period of the contract commences at any time subsequent to October 1, the Contractor reports will still come due on the above mentioned dates. The third report shall include a summary of dates for the entire contract period and be submitted within 30 days after the end of the ordering period.

(5) **TRUCKS.**

(i) All trucks to be used in accordance with this clause shall be used exclusively for deliveries to the Government under this contract during the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Only the trucks approved by the Government will be used in making deliveries under this contract. Substitute trucks may be used only upon written approval of the Contracting Officer.

(ii) Trucks provided by the Contractor shall meet the following minimum standards:

- (A) Roadworthy (capable of satisfactory operation day or night); and
- (B) Possess a current state inspection certificate where required.

(iii) The Contractor shall provide the minimum number of tank wagon trucks specified under the applicable item in the Schedule to accomplish delivery on the activity.

(iv) The number of trucks specified under the applicable item in the Schedule is the number that must be maintained by the Contractor for exclusive use in making deliveries under this contract.

(6) The trucks to be provided by the Contractor pursuant to the provisions contained in this clause are--

| <u>ITEM NO.</u> | <u>TRUCK SERIAL NO.</u> | <u>MAKE</u> | <u>YEAR</u> | <u>TRUCK CAPACITY</u> |
|-----------------|-------------------------|-------------|-------------|-----------------------|
|-----------------|-------------------------|-------------|-------------|-----------------------|

(b) The trucks listed by the offeror in subparagraph (a)(6) above will not be considered in the evaluation of offers for award but will be considered a factor in determining the offeror's responsibility. (See the DEGREE DAY SYSTEM ITEMS clause in the Addendum.) (DESC 52.242-9FD5)

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

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

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

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

(b) Check Remittance Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

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

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

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

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

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

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

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

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

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

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

(DO NOT EXCEED 153 CHARACTERS)

G9.07 Cont'd

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 Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

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

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

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

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

**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made 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 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 shall 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) CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

**(f) 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.

**(g) 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.

**(h) 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 a condition of any such assignment that the assignee shall register in the CCR database 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 within the meaning of paragraph (d) of this clause.

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

**(j) 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

G9.09 Cont'd

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.

G9.09-1 Cont'd

(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)

**G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

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

(FAR 52.232-38)

**I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)**

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)





**DATA SHEET  
FOR SDB PRICE EVALUATION ADJUSTMENT**

To be completed by SDBs only  
and in accordance with Clause I174.06.  
(For Fed / Civ Items Only)

**IMPORTANT:** All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the OFFER. Failure to do so may render the offer ineligible for the evaluation preference.

|               |  |
|---------------|--|
| COMPANY NAME: | BASE REFERENCE DATE (SEE CLAUSE B19.19):<br><b>11 MARCH 2002</b> |
|---------------|--|

|                |            |                       |
|----------------|------------|-----------------------|
| OFFERDER CODE: | CAGE CODE: | AUTHORIZED SIGNATURE: |
|----------------|------------|-----------------------|

- OFFER prices should exclude Federal excise and state motor fuels taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- Do not include the Hazardous Substance Superfund Tax (\$0.0023 per gallon) in your OFFER price. This tax expired on January 1, 1996.
- Any general statement such as “OFFER price includes all taxes” will result in your OFFER being rejected as nonresponsive.
- Understand Clause B19.19 before preparing your OFFER. This clause describes how award prices fluctuate during the contract period.

**\*\*\*\*\* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. \*\*\*\*\***

| ITEM NO. | OFFER PRICE<br>( \$PER GAL)<br>(SEE CLause<br>L2.05-5) | DISCOUNT %:<br>% PER DAYS | NAME AND COMPLETE<br>ADDRESS OF THE SMALL<br>MANUFACTURER/REFINERY | POINT OF<br>CONTACT<br>AND PHONE NO. | NAME AND COMPLETE ADDRESS<br>OF THE FILLING POINT<br>(if different from refinery) |
|----------|--|---------------------------|--|--------------------------------------|---|
|          |  |                           |  |                                      |   |
|          |  |                           |  |                                      |   |
|          |  |                           |  |                                      |   |
|          |  |                           |  |                                      |   |

DFSC Form 2.16 (For Domestic RFPs)

**FOR SMALL ISADVANTAGED BUSINESSES ONLY**

| <b>DATA SHEET</b><br>FOR HUBZONE SMALL BUSINESS CONCERNS PRICE EVALUATION PREFERENCE<br>To be completed by HUBZONE SMALL BUSINESS CONCERNS only<br>And in accordance with Clause I174.06.   |  |                           |  |                                   |   |
|---|--|---------------------------|--|-----------------------------------|---|
| <p><b>IMPORTANT:</b> All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation <u>must</u> provide the following information with the offer. Failure to do so may render the offer <u>ineligible</u> for the evaluation preference.</p>  |  |                           |  |                                   |   |
| COMPANY NAME:   |  |                           | BASE REFERENCE DATE (SEE CLAUSE B19.19):<br>11 MAR 2002            |                                   |   |
| OFFERDER CODE:  |  |                           | CAGE CODE:   |                                   |   |
| <p>° OFFER prices should <u>exclude</u> Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).</p> <p>° DO NOT INCLUDE the Hazardous Substance Superfund Tax (\$.0023 per gallon) in your OFFER price. This tax expired on January 1, 1996.</p> <p>° Any general statement such as "OFFER price includes all taxes" will result in your OFFER being rejected as nonresponsive.</p> <p>° Understand Clause B19.19 before preparing your OFFER. This clause describes how award prices fluctuate during the contract period.</p> |  |                           |  |                                   |   |
| ***** PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. *****   |  |                           |  |                                   |   |
| ITEM NO.  | OFFER PRICE<br>(\$ PER GAL)<br>(SEE CLAUSE<br>L2.05-5) | DISCOUNT<br>% PER<br>DAYS | NAME AND COMPLETE<br>ADDRESS OF THE SMALL<br>MANUFACTURER/REFINERY | POINT OF CONTACT<br>AND PHONE NO. | NAME AND COMPLETE<br>ADDRESS OF THE FILLING POINT<br>(if different from refinery) |
|   |  |                           |  |                                   |   |
|   |  |                           |  |                                   |   |
|   |  |                           |  |                                   |   |

**FOR SMALL DISADVANTAGED BUSINESSES ONLY**

CONTRACTOR PERFORMANCE DATA SHEET

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

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

REFERENCES:

| COMPANY NAME | POINT OF CONTACT | PHONE NUMBER | FAX NUMBER | PRODUCT SUPPLIED | QUANTITY | METHOD OF DELIVERY (TT, TW, ETC.) | PLACE OF PERFORMANCE | PERIOD OF PERFORMANCE | SUBCONTRACTING PLAN (YES OR NO) |
|--------------|------------------|--------------|------------|------------------|----------|-----------------------------------|----------------------|-----------------------|---------------------------------|
|              |                  |              |            |                  |          |                                   |                      |                       |                                 |
|              |                  |              |            |                  |          |                                   |                      |                       |                                 |
|              |                  |              |            |                  |          |                                   |                      |                       |                                 |
|              |                  |              |            |                  |          |                                   |                      |                       |                                 |
|              |                  |              |            |                  |          |                                   |                      |                       |                                 |

**INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN**

**OFFEROR:**

(\* Continue on separate sheets if necessary.)

Solicitation No: SP0600-02-R-0048

NOTE: If a plant or division-wide Master Plan is being incorporated by reference, place 'X' in box and complete Part I (A thru I) and Part IV only.

Date of Plan:

(Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)

**PART I - SUBCONTRACTING GOALS:**

- A. Total dollars planned to be subcontracted: \$
- B. Total dollars planned to be subcontracted to small business concerns: \$
- C. Total dollars planned to be subcontracted to veteran-owned small business concerns: \$
- D. Total dollars planned to be subcontracted to HUBZone small business concerns: \$
- E. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$
- F. Total dollars planned to be subcontracted to women-owned small business concerns: \$
- G. Percentage of total subcontracting dollars for the use of small businesses: %
- H. Percentage of total subcontracting dollars for the use of veteran-owned small businesses: %
- I. Percentage of total subcontracting dollars for the use of HUBZone small businesses: %
- J. Percentage of total subcontracting dollars for the use of small disadvantaged businesses: %
- K. Percentage of total subcontracting dollars for the use of women-owned small businesses: %

**L Principle types of supplies and services to be subcontracted**

(Indicate types of supplies & services planned for subcontracting to each subcategory of small business

(1) Small business (2) Veteran-owned small business (3) HUBZone small business (4) Small disadvantaged business and (5) Women-owned small business concerns.) (\*):

**M. Describe method used to develop these goals:** (e.g. based on procurement history, available resources, etc.) (\*)

**N. Were indirect costs included in establishing these goals?** Yes  No

If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) veteran-owned small business concerns, (3) HUBZone small business concerns, (4) small disadvantaged business concerns, and (5) women-owned small business concerns: (\*)

**PART II – SUBCONTRACTING PROCEDURES:**

**A. Name of the individual who will administer the offeror's subcontracting program:**  
Include a brief description of this individual's duties:

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

B. Describe methods used to identify potential sources for solicitation purposes (indicate with an "X" those that apply):

- Existing company source lists
- SBA Procurement Marketing & Access Network (PRO-Net)
- SBA list of certified Small Disadvantaged Business Concerns
- National Minority Purchasing Council Vendor Information Service
- Dept. of Commerce Research and Information Division of the Minority Business Development Agency
- Small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business associations
- OTHER

C. Describe methods used to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts: (\*)

PART III. SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted: (Indicate acknowledgment of compliance by annotating "X" in appropriate blocks.)

- A. Contractor will assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns an opportunity to compete over a period of time.
- C. Contractor will provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make or buy" decisions.
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's Subcontracting Plan.
- F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000
- G. Contractor will cooperate in any studies or surveys as may be required.
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- J. Contractor will ensure that subcontractors agree to submit Standard Form 294 and 295, as appropriate.

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN (CONT'D)

**PART III . SUBCONTRACTING PLAN MANAGEMENT CONTINUED:**

K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:

- 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns;
- 2. Organizations contacted in an attempt to locate sources that are small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns;
- 3. Records of each subcontract solicitation resulting in an award of more than \$100,000; indicate--
  - a. Whether small business concerns were solicited, and if not, why not;
  - b. Whether veteran-owned small business concerns were solicited, and if not, why not;
  - c. Whether HUBZone small business concerns were solicited, and if not, why not;
  - d. Whether small disadvantaged business concerns were solicited, and if not, why not;
  - e. Whether women-owned small business concerns were solicited, and if not why not; and
  - f. If applicable, the reason why award was not made to a small business concern;
- 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business sources;
- 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements; and
- 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor.

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**PART IV** \_\_\_\_\_

OFFEROR'S SIGNATURE

TYPED Name and Title

Date

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**PART V DETERMINATION OF ADEQUACY AND REQUEST FOR SMALL BUSINESS SPECIALIST'S REVIEW**

The plan has been reviewed and determined adequate by the Contracting Officer. Request SBS.

\_\_\_\_\_  
CONTRACTING OFFICER'S SIGNATURE

TYPED Name and Title

Date

Approval 2 levels above CO if SDB Goal is less than 5%:

TYPED Name and Title

Date

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**PART VI SMALL BUSINESS SPECIALIST CONCURRENCE (If nonconcurrence, see attached rationale.)**

\_\_\_\_\_  
DESC-DU SMALL BUSINESS SPECIALIST

Date

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**PART VII CONTRACTING OFFICER'S APPROVAL BASED ON THE CONTRACTING OFFICER'S DETERMINATION OF ADEQUACY AND THE SMALL BUSINESS SPECIALIST'S CONCURRENCE, THE PLAN IS ACCEPTED.**

\_\_\_\_\_  
CONTRACTING OFFICER'S SIGNATURE

Date