

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 7PAGES	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE JUNE 17, 2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 BUYER/SYMBOL – SHARON A. WARD/DOTTIE GHEEN PHONE - (703) 767-9550/9542		CODE SP0600		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-02-R-0053		
				X 9b. DATED (SEE ITEM 11) MARCH 14, 2002		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended for line items 664-53 & 664-531 until June 20, 2002 at 3:00 pm local time, Ft. Belvoir, VA. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return <u> </u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <p style="text-align: center;">See Attached</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

A. ACKNOWLEDGEMENT OF AMENDMENTS: ALL OFFERORS MUST ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ALL AMENDMENTS TO THE SOLICITATION. YOU MAY DO THIS BY SIGNING (BLOCKS 15 A, B AND C OF STANDARD FORM 30) AND RETURNING THE AMENDMENT OR BY WRITTEN ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE AS PART OF THE PROPOSAL SUBMISSION PACKAGE. ALSO, PLEASE BE CERTAIN TO IDENTIFY ANY EXCEPTIONS TO THE SOLICITATION'S TERMS AND CONDITIONS.

B. WITHIN CLAUSE B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S)(DESC MAR 2002) UNDER "REGION 3 PETROLEUM MARKET AREAS" CORRECT AS FOLLOWS:

1. INSERT THE FOLLOWING FORMULA FOR NO. 6 FUEL OIL IN MARYLAND MARKET AREA B:

No. 6 Burner Oil, 2.0% Max Sulfur
50% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max
50% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%

C. CORRECT THE REFERENCE POSTING FOR NO. 5 FUEL OIL, VIRGINIA MARKET AREA E TO \$0.4436.

D. AMEND THE NARRATIVE FOR LINE ITEM 664-53 AS FOLLOWS:

=====
NORFOLK,
=====
VIRGINIA, United States Navy, NB, PWC, QUAYWALL, SOUTH OF PIER 20
INDEPENDENT CITY
DELIVERY DODAAC: N00187
BILLING DODAAC: N00187
ORDERING OFFICE: 757-444-4815
ORDERING DODAAC : N00187

664-53 3.23 FUEL OIL, BURNER #5 (LT) (FL5) 15,000,000 GL

MAX. SULFUR CONTENT 2.40 %
PORTS ACTIVE
BARGE (BRG), W/PUMP INTO
2/1,000,000 GALLON TANKS
AVERAGE DELIVERY: 1,000,000 GALLONS
NOTE 1: DELIVERY: DURING DAYLIGHT HRS ONLY
NOTE 2: DELIVERY RESTRICTION: MAX CAPACITY 40,000 BBL BARGE
NOTE 3: QUANTITY DETERMINATION FOR PAYMENT
PURPOSES SHALL BE BY GAUGING THE RECEIVING TANKS
BEFORE AND AFTER DELIVERY AT DESTINATION. VOLUME
CORRECTION TO GALLONS AT 60 DEGREE FAHRENHEIT IS
REQUIRED FOR ALL DELIVERIES.
NOTE 4: FUEL OIL SAMPLES WILL BE TAKEN AT POINT OF
ORIGIN PRIOR TO LOADING INTO BARGE, AND PRIOR TO
PUMPING FROM BARGE INTO THE FUEL OIL TANKS AT
DESTINATION.
A FULL ASTM ANALYSIS WILL BE PROVIDED WITH EACH
BARGE DELIVERY.
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS(TO POSTED
DESC STANDARD PRICE) INDICATES IT IS MORE COST EFFECTIVE
TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 5 WORKING DAYS OF NOTIFICATION.

E. ADD THE FOLLOWING LINE ITEM AS AN ALTERNATE LINE ITEM TO 664-53 IN THE EVENT THAT CONDITIONS DON'T ALLOW FOR BARGE DELIVERIES:

Base Reference price for this item is \$0.4436; Virginia Market Area E; No. 5 Fuel Oil

NORFOLK,

VIRGINIA, United States Navy, NB, PWC, QUAYWALL, SOUTH OF PIER 20
INDEPENDENT CITY

DELIVERY DODAAC: N00187
BILLING DODAAC: N00187
ORDERING OFFICE: 757-444-4815
ORDERING DODAAC: N00187

664-531 3.23 FUEL OIL, BURNER #5 (LT) (FL5) 3,000,000 GL \$_____

MAX. SULFUR CONTENT 2.40 %

PORTS ACTIVE

TT W/PUMP INTO

2/250,000 GALLON TANKS

NOTE 1: DELIVERY: DURING DAYLIGHT HRS ONLY

NOTE 2: THIS LINE ITEM IS AN ALTERNATE TO 664-53;

TO BE USED ONLY IN CONDITIONS PROHIBITING DELIVERY BY BARGE.

NOTE 3: CONTRACTOR SHAL PROVIDE A CERTIFICATION WITH EACH DELIVERY TO INCLUDE THE FOLLOWING:

A. NAME OF SUPPLIER

B. DATE FUEL OIL WAS DELIVERED

C. VOLUME OF OIL DELIVERED IN THE SHIPMENT

D. STATEMENT THAT THE OIL COMPLIES WITH ASTM D 396

SPEC FOR BURNER OIL #5 WITH ACTUAL SULFUR % OF FUEL

OIL DELIVERED.

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS (TO POSTED DESC STANDARD PRICE) INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

F. ADD THE FOLLOWING CLAUSES:

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)

G150.06-1 SUBMISSION OF INVOICES FOR PAYMENT (AF SITES) (DESC OCT 2001)

**NOTE 1: FOLLOW THESE PROCEDURES WHEN INVOICES ARE NOT SUBMITTED VIA FACSIMILE.
FOR FACSIMILE INVOICING, SEE THE "SUBMISSION OF INVOICES BY FACSIMILE" CLAUSE.**

NOTE 2: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS.

INVOICING OF ORDERS PLACED BY ELMENDORF AFB, 21 TFW/LGLSS:

(a) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-BVDFFP/CC
P.O. BOX 182317
COLUMBUS, OH 43218-6252

(b) CERTIFICATION OF RECEIPT.

(1) Receiving activity personnel (21 TFW/LGCC) will certify the receipt of fuel by preparing and signing a Standard Form (SF) 1449. They will submit all SFs 1449, along with all applicable metered tickets, to DESC Anchorage (DESC-AN) on Monday of each week. DESC-AN will then forward a single consolidated DD Form 250 plus all applicable metered tickets to DFAS-BVDFFP/CC on a weekly basis.

(2) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report at DFAS-BVDFFP/CC where payment will be made in accordance with the terms of the contract. The receiving activity will transmit three paying copies of the applicable form to DFAS-BVDFFP/CC within two working days after receipt of product.

(c) SUBMISSION OF INVOICES.

(1) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(2) Invoices submitted for payment shall be submitted in quadruplicate. The submission shall include an original invoice clearly marked "**ORIGINAL**" and three copies clearly marked "**INVOICE COPY**". A carbon copy may be submitted as an original provided it is clearly marked "**ORIGINAL**" as stated above.

(DESC 52.232-9FA1)

1171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000/OCT 2000)

(a) This clause does not apply to small business concerns.

(b) DEFINITIONS.

(1) **Commercial item** means a product or service that satisfies the definition of commercial items in section 2.101 of the Federal Acquisition Regulation.

(2) **Commercial plan** means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(3) **Individual contract plan** means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

(4) **Master plan** means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

(5) **Subcontract** means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns; and

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns; and

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns,
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns;
- (v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing & Access Network (PRO-Net) of the Small Business Administration, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns,
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns, and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make 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.

(9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting

plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (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 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 award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations, and
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) 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.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small businesses, 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 the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) 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.

(3) 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.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small, HUBZone small, small disadvantaged, 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) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime Contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) **Standard Form 294, Subcontracting Report for Individual Contracts.** This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) **Standard Form 295, Summary Subcontract Report.** This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(FAR 52.219-9/Alt II)

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

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

(DLAD 52.233-9000)

G. THE SOLICITATION CLOSURE IS EXTENDED FOR ONLY ITEMS 664-53 AND 664-531 UNTIL JUNE 20, 2002 AT 3:00 PM LOCAL TIME, FORT BELVOIR, VA. FINAL PROPOSAL REVISIONS MUST BE IN THIS OFFICE VIA FACSIMILE (703-767-8506) NOT LATER THAN 3:00 PM ON JUNE 20, 2002 FOR ITEMS 664-53 AND 664-531 ONLY. ALL OTHER LINES CLOSE AS SCHEDULED AND HAVE NOT BEEN EXTENDED.

H. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.