

# Offeror Submission Package

SOLICITATION SP0600-04-R-0042 (COG 6, Posts, Camps & Stations, PP 3.26)

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD: 1 June 2004  
THROUGH 31 May 2009

## INSTRUCTIONS:

1. The original and (1) 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
- Certifications and Representations, (All applicable fill-in clauses)
- DESC Form 2.18, Price Data Sheets for FOB Destination Items
- DESC Form 2.17A, Price Data Sheets for SDB Evaluation Preference
- DESC Form 2.20, Price Data Sheets for Set-Aside Items
- Contractor Performance Data Sheet
- Socioeconomic Commitment Evaluation Sheet
- Base Reference Prices

2. For this Solicitation, SP0600-04-R-0042, Facsimile Submission of Offers are acceptable.
3. Be sure to check your offers for accuracy and legibility prior to submission. They must be in actual dollars per gallon (e.g. \$0.4000). NOT price differentials. Offer one price per line item, which will escalate/deescalate with the named index.
4. Initial all changes and sign and date the Standard Form 1449
5. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.



**C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	
		<u>CODE</u>	<u>AKI MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	
		<u>CODE</u>	<u>AKI MINIMUM</u>
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

**(2) OXYGENATE REQUIREMENTS.**

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

**(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

**(1) OCTANE REQUIREMENTS.**

(i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	<u>AKI MINIMUM</u>
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

**(2) OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State; and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

**(d) DIESEL FUEL. ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.**

**(1) APPLICABLE TO ALL DIESEL GRADES.**

**(i) ADDITIVES.**

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with the ASTM method D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.
- (iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** Product shall conform to ASTM D 396, as modified by the requirement of paragraphs (1) through (7) below. Product classification is shown in the table below.

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE</u> <u>CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED</u> <u>DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

**NOTES:**

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(4) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(5) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J KINGMAN ROAD SUITE 4950  
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(6) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(7) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

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)

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)

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

(c) Narrative Information (special instructions).

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

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

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

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

NAME OF RECEIVING BANK: \_\_\_\_\_

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_

(DO NOT EXCEED 20 CHARACTERS)

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

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

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

(DO NOT EXCEED 25 CHARACTERS)

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

(DO NOT EXCEED 25 CHARACTERS)

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

**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:**

Four horizontal lines with vertical tick marks, representing a 153-character input field.

(DO NOT EXCEED 153 CHARACTERS)

OR

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

Four horizontal lines with vertical tick marks, representing a 153-character input field.

(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.

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

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

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

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

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

(DESC 52.232-9FJ1)

**G9.09 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.

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

(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 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.

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

(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)

**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).

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

(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)

**THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.**

**I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)**

(a) **DEFINITION. Small business concern**, as used in this clause, 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 size standards in this solicitation.

(b) **GENERAL.**

(1) A portion of certain items of this procurement, as listed in the Schedule, has been set aside for award to eligible small businesses. The quantities indicated for such items in the Schedule include the set-aside portion. All offerors are urged to offer the maximum quantities they desire and are capable of delivering. Small business concerns interested in receiving a set-aside contract should submit an offer in the same manner as though there were no set-aside. Volumes offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.

(2) The partial small business set-aside of the procurement is based on a determination by the Contracting Officer that it is in the interest of maintaining or mobilizing the nation's full production capacity or in the interest of national defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.

(3) All of the offers received under this solicitation will first be negotiated as to price and an evaluation will be made as though there were no set-aside.

(4) For the purposes of set-aside evaluation, when an offer contains increments at different prices, each increment will be considered a separate offer. Except as provided in (d) below, negotiations will be limited to the offered quantities not awarded under the provision of (c)(2) below.

(c) **SET-ASIDE AWARD PROCEDURE.**

(1) The price for the small business set-aside portion will be negotiated by the Contracting Officer based upon prices the Government would otherwise pay under this solicitation had there been no set-aside for supply of the location at which the set-aside is placed, adjusted for transportation charges and other factors. Awards will be made to the small business concern whose offer is determined by this evaluation to be low without further negotiation. Contracts for the remaining set-aside portions will be negotiated with those eligible small business concerns that have submitted a responsive offer on the various items for which a set-aside has been established.

(2) Negotiations for small business set-aside awards will begin with the small business concern with the lowest evaluated price and a quantity of offered product remaining. If the low small business concern on the item does not offer to supply product at the set-aside price, the next low small business concern on the item will be given the same opportunity, and continuing with the next low small business concern until all small business concerns have been contacted.

(3) After set-aside negotiations have been concluded, a final evaluation will be accomplished. All eligible offerors, without regard to the size of the company, will be afforded an opportunity to compete for non-set-aside quantities. The Government reserves the right to make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the company, if eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices. The total quantity that will be awarded a small business offeror on both the unreserved and reserved portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.

(4) Where the Trade Agreements Act applies to the non-set-aside portion, offers of eligible products will be treated as if they were qualifying country end products.

(d) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term **United States** includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(DESC 52.219-9F30)

**I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

**THE FOLLOWING CLAUSE APPLIES ONLY TO FEDERAL CIVIL ITEMS CONTAINED IN THE NON-SET-ASIDE PORTION OF THIS ACQUISITION.**

**I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I) (JUN 2003/JUN 2003)**

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

**Small disadvantaged business concern** means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, 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); and

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I)  
(JUN 2003/JUN 2003) (Cont.)

(iii) It is 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).

(2) It has 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

**Historically black college or university** means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**Minority institution** means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20.U.S.C. 1059c(b)(1)).

(b) **EVALUATION ADJUSTMENT.**

(1) The Contracting Officer will evaluate offers by adding a factor of **10** percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see Sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line up or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) **WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish, in performing this contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alternate I)

**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)

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

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

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

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

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

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

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

(i) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

- is
- is not

a small business concern.

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

- is
- is not

a veteran-owned small business concern.

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

- is
- is not

a service-disabled veteran-owned small business concern.

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

- is
- is not

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

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

- is
- is not

a women-owned small business concern.

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

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

- is

a women owned business concern.

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

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

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

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

- is
- is not

an emerging small business.

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

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

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

(Check one of the following:)

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

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

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

(A) It--

- is
- is not

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

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

(B) It--

- has
- has not

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

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

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

- is
- is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(i) It--

- is
- is not

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

(ii) It--

- is
- is not

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

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

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

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

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

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

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

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

(i) It--

has

has not

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

(ii) It--

has

has not

filed all required compliance reports.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

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

(ii) It--

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

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

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

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

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

_____	_____
(Insert line item no.)	(Insert country of origin)

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

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

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

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

_____	_____
(Insert line item number)	(Insert country of origin)

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

_____	_____
(Insert line item number)	(Insert country of origin)

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

_____	_____
(Insert line item number)	(Insert country of origin (if known))

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

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

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

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

- [ ] are
[ ] are not

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

(2) [ ] have or
[ ] have not,

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

- [ ] are or
[ ] are not

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

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

(1) List End Product.

Table with 2 columns: (Insert end product) and (Insert country of origin). Three rows of empty fields for data entry.

(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/Alternates I/II)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)  
NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

**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--

- (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)

**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.**

**K45.04 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 nonresponsive.

(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)

# Offeror Submission Package

SOLICITATION SP0600-04-R-0042 (COG 6, Posts, Camps & Stations, PP 3.26)

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD: 1 June 2004  
THROUGH 31 May 2009

## INSTRUCTIONS:

1. The original and (1) 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
- Certifications and Representations, (All applicable fill-in clauses)
- DESC Form 2.18, Price Data Sheets for FOB Destination Items
- DESC Form 2.17A, Price Data Sheets for SDB Evaluation Preference
- DESC Form 2.20, Price Data Sheets for Set-Aside Items
- Contractor Performance Data Sheet
- Socioeconomic Commitment Evaluation Sheet
- Base Reference Prices

2. For this Solicitation, SP0600-04-R-0042, Facsimile Submission of Offers are acceptable.
3. Be sure to check your offers for accuracy and legibility prior to submission. They must be in actual dollars per gallon (e.g. \$0.4000). NOT price differentials. Offer one price per line item, which will escalate/deescalate with the named index.
4. Initial all changes and sign and date the Standard Form 1449
5. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

**C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	
		<u>CODE</u>	<u>AKI MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	
		<u>CODE</u>	<u>AKI MINIMUM</u>
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

**(2) OXYGENATE REQUIREMENTS.**

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

**(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

**(1) OCTANE REQUIREMENTS.**

(i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	<u>AKI MINIMUM</u>
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

**(2) OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State; and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

**(d) DIESEL FUEL. ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.**

**(1) APPLICABLE TO ALL DIESEL GRADES.**

**(i) ADDITIVES.**

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with the ASTM method D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

- (1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.
- (2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.
- (3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.
- (4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.
- (5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.
- (6) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.
- (7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--
  - (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; **AND**
  - (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.
  - (iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.
- (f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** Product shall conform to ASTM D 396, as modified by the requirement of paragraphs (1) through (7) below. Product classification is shown in the table below.

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

**NOTES:**

- Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
- Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
- Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
- A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

(4) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(5) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J KINGMAN ROAD SUITE 4950  
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(6) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(7) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002) (Cont.)

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

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)

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)

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

(c) Narrative Information (special instructions).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

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

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

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

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

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

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

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

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

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

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

**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:**

Four horizontal lines with vertical tick marks, representing a 153-character input field.

(DO NOT EXCEED 153 CHARACTERS)

OR

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

Four horizontal lines with vertical tick marks, representing a 153-character input field.

(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.

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

**(h) NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

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

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

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

(DESC 52.232-9FJ1)

**G9.09 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.

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

(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 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.

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

(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)

**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).

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

(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)

**THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.**

**I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)**

(a) **DEFINITION. Small business concern**, as used in this clause, 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 size standards in this solicitation.

(b) **GENERAL.**

(1) A portion of certain items of this procurement, as listed in the Schedule, has been set aside for award to eligible small businesses. The quantities indicated for such items in the Schedule include the set-aside portion. All offerors are urged to offer the maximum quantities they desire and are capable of delivering. Small business concerns interested in receiving a set-aside contract should submit an offer in the same manner as though there were no set-aside. Volumes offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.

(2) The partial small business set-aside of the procurement is based on a determination by the Contracting Officer that it is in the interest of maintaining or mobilizing the nation's full production capacity or in the interest of national defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.

(3) All of the offers received under this solicitation will first be negotiated as to price and an evaluation will be made as though there were no set-aside.

(4) For the purposes of set-aside evaluation, when an offer contains increments at different prices, each increment will be considered a separate offer. Except as provided in (d) below, negotiations will be limited to the offered quantities not awarded under the provision of (c)(2) below.

(c) **SET-ASIDE AWARD PROCEDURE.**

(1) The price for the small business set-aside portion will be negotiated by the Contracting Officer based upon prices the Government would otherwise pay under this solicitation had there been no set-aside for supply of the location at which the set-aside is placed, adjusted for transportation charges and other factors. Awards will be made to the small business concern whose offer is determined by this evaluation to be low without further negotiation. Contracts for the remaining set-aside portions will be negotiated with those eligible small business concerns that have submitted a responsive offer on the various items for which a set-aside has been established.

(2) Negotiations for small business set-aside awards will begin with the small business concern with the lowest evaluated price and a quantity of offered product remaining. If the low small business concern on the item does not offer to supply product at the set-aside price, the next low small business concern on the item will be given the same opportunity, and continuing with the next low small business concern until all small business concerns have been contacted.

(3) After set-aside negotiations have been concluded, a final evaluation will be accomplished. All eligible offerors, without regard to the size of the company, will be afforded an opportunity to compete for non-set-aside quantities. The Government reserves the right to make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the company, if eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices. The total quantity that will be awarded a small business offeror on both the unreserved and reserved portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.

(4) Where the Trade Agreements Act applies to the non-set-aside portion, offers of eligible products will be treated as if they were qualifying country end products.

(d) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term **United States** includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(DESC 52.219-9F30)

**I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

**THE FOLLOWING CLAUSE APPLIES ONLY TO FEDERAL CIVIL ITEMS CONTAINED IN THE NON-SET-ASIDE PORTION OF THIS ACQUISITION.**

**I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I) (JUN 2003/JUN 2003)**

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

**Small disadvantaged business concern** means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, 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); and

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I)  
(JUN 2003/JUN 2003) (Cont.)

(iii) It is 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).

(2) It has 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

**Historically black college or university** means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**Minority institution** means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20.U.S.C. 1059c(b)(1)).

(b) **EVALUATION ADJUSTMENT.**

(1) The Contracting Officer will evaluate offers by adding a factor of **10** percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see Sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line up or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) **WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish, in performing this contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alternate I)

**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)

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

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

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

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

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

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

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

(i) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

- is
- is not

a small business concern.

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

- is
- is not

a veteran-owned small business concern.

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

- is
- is not

a service-disabled veteran-owned small business concern.

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

- is
- is not

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

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

- is
- is not

a women-owned small business concern.

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

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

- is

a women owned business concern.

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

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

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

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

- is
- is not

an emerging small business.

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

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

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

(Check one of the following:)

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

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

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

(A) It--

- is
- is not

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

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

(B) It--

- has
- has not

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

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

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

- is
- is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(i) It--

- is
- is not

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

(ii) It--

- is
- is not

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

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

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

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

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

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

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

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

(i) It--

has

has not

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

(ii) It--

has

has not

filed all required compliance reports.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

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

(ii) It--

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

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

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

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

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

_____	_____
(Insert line item no.)	(Insert country of origin)

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

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

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

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

_____	_____
(Insert line item number)	(Insert country of origin)

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

_____	_____
(Insert line item number)	(Insert country of origin)

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

_____	_____
(Insert line item number)	(Insert country of origin (if known))

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

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

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

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

- are
- are not

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

(2)  have or  
 have not,

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

- are or
- are not

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

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

(1) List End Product.

(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

(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/Alternates I/II)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)  
NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

**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--

- (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)

**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.**

**K45.04 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 nonresponsive.

(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)

**PRICE DATA SHEET  
FOR FOB DESTINATION ITEMS ONLY**

**SP0600-04-R-0042**

<b>COMPANY NAME:</b>	<b>BASE REFERENCE DATE:</b> 15 December 2004
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<b>BIDDER CODE:</b>	<b>CAGE CODE:</b>	<b>DISCOUNT PERCENTAGE:</b> _____ % PER _____ DAYS
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✧ Offer price shall exclude Federal Excise Taxes and all taxes that the Government is exempt from paying.  
 ✧ Offer price shall include all State/Local Taxes and Fees that the Government is NOT exempt from paying. (Reference clauses I28.01, I28.02-2, I28.03-2)  
 ✧ The Economic Price Adjustment Clause (B19.19) must be reviewed and understood prior to preparing your offer. This clause describes how award prices fluctuate during the contract period.

**\*\*\*\* REPRODUCE THIS PAGE FOR OFFER SUBMISSION \*\*\*\***

A. ITEM NUMBER	B. DELIVERY LOCATION OF ITEM (CITY AND STATE)	C. OFFER PRICE (\$ PER GALLON) (INCLUDING TAXES AND FEES IN COLUMN D)	D. STATE/LOCAL TAXES AND FEES "\$ PRICE PER GALLON" (LIST EACH SEPARATELY) (DESCRIPTION) (\$ PRICE PER GL)

DESC Form 2.18 (For RFPs)

**PRICE DATA SHEET  
FOR THE EVALUATION PREFERENCE**

**SP0600-04-R-0042**

To be completed by SDBs only and  
in accordance with Clause I174.01  
(For FEDCIV 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 their offer. Failure to do so will render the offer ineligible for the evaluation preference.

COMPANY NAME: \_\_\_\_\_ BASE REFERENCE DATE: **15 December 2003**

BIDDER CODE: _____	CAGE CODE: _____	<b>DISCOUNT PERCENTAGE:</b> _____ % PER _____ DAYS
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- ✧ Offer price shall exclude Federal Excise Taxes and all taxes that the Government is exempt from paying.
- ✧ Offer price shall include all State/Local Taxes and Fees that the Government is NOT exempt from paying. (Reference clauses I28.01, I28.02-2, I28.03-2)
- ✧ The Economic Price Adjustment Clause (B19.19) must be reviewed and understood prior to preparing your offer. This clause describes how award prices fluctuate during the contract period.

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

ITEM NUMBER	OFFER PRICE (\$ PER GAL)	NAME AND ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NUMBER	NAME AND ADDRESS OF THE FILLING POINT (If different from refinery)

DESC Form 2.17A (For Domestic RFP's)

**DATA SHEET FOR OFFERING ON THE  
SET-ASIDE ITEMS LISTED IN CLAUSE B18**

**SP0600-04-R-0042**

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 their offer. Failure to do so will render the offer ineligible for the evaluation preference.

COMPANY NAME:

BASE REFERENCE DATE:

**15 December 2003**

BIDDER CODE:

CAGE CODE:

**DISCOUNT PERCENTAGE:**

\_\_\_\_\_ % PER \_\_\_\_\_ DAYS

❖ **NOTE: Your offer price on the non-set-aside portion will apply to the set-aside quantities.**

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

SET-ASIDE ITEM NUMBER	DELIVERY LOCATION	NAME AND ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NUMBER	NAME AND ADDRESS OF THE FILLING POINT (If different from refinery)

DESC Form 2.20 (For Domestic RFP's)

CONTRACTOR PERFORMANCE DATA SHEET

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

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

REFERENCES:

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

**SOCIOECONOMIC COMMITMENT**

**SP0600-04-R-0042**

**OFFEROR NAME:** \_\_\_\_\_

1. Please describe in detail the efforts to be made to assure that small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/Mis) will have an equal opportunity to compete for subcontracts under any resultant contract.

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2. Describe your current and proposed range for services, supplies, and any other support that will be provided to you by small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/Mis).

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3. Describe any future plans your company has for developing additional subcontracting opportunities for small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/Mis) during the contract period.

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4. Specify what portion of your proposal, as a percentage of dollars (\$), will be subcontracted to small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/Mis): \_\_\_\_\_%

5. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**December 15, 2003 Base Reference Date**

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
010-24	PUEBLO ARSENAL, AVONDALE	PUEBLO	CO	A	AXXIS DENVER (Oxy)	\$1.00620
010-28	PUEBLO ARSENAL, AVONDALE	PUEBLO	CO	A	AXXIS DENVER (Oxy)	\$1.00620
010-67	PUEBLO ARSENAL, AVONDALE	PUEBLO	CO	A	AXXIS DENVER	\$1.01990
010-68	PUEBLO ARSENAL, AVONDALE	PUEBLO	CO	A	OPIS DENVER	\$0.93200
019-67	MARION,	WILLIAMSON	IL	C	AXXIS CAPE GIRARDEAU, MO	\$0.98000
019-68	MARION,	WILLIAMSON	IL	C	AXXIS CAPE GIRARDEAU, MO	\$0.88730
021-67	MARSEILLES,	LA SALLE	IL	A	AXXIS CHICAGO	\$0.97780
021-68	MARSEILLES,	LA SALLE	IL	A	AXXIS CHICAGO	\$0.87140
031-24	ROCK ISLAND,	ROCK ISLAND	IL	A	AXXIS CHICAGO	\$0.88450
031-28	ROCK ISLAND,	ROCK ISLAND	IL	A	AXXIS CHICAGO	\$0.88450
031-88	ROCK ISLAND,	ROCK ISLAND	IL	A	AXXIS CHICAGO	\$0.97780
031-94	ROCK ISLAND,	ROCK ISLAND	IL	A	AXXIS CHICAGO	\$0.87140
035-241	FT CARSON,	EL PASO	CO	A	AXXIS DENVER	\$0.91160
035-281	FT CARSON,	EL PASO	CO	A	AXXIS DENVER	\$0.91160
035-46	FT CARSON,	EL PASO	CO	A	OPIS DENVER	\$0.90860
035-67	FT CARSON,	EL PASO	CO	A	AXXIS DENVER	\$1.01990
035-671	FT CARSON,	EL PASO	TX	J	AXXIS SAN ANTONIO, TX	\$0.96750
035-68	FT CARSON,	EL PASO	CO	A	OPIS DENVER	\$0.93200
035-681	FT CARSON,	EL PASO	CO	A	OPIS DENVER	\$0.93200
050-46	TRINIDAD,	LAS ANIMAS	CO	A	OPIS DENVER	\$0.90860
051-70	ROCK ISLAND,	ROCK ISLAND	IL	A	AXXIS CHICAGO	\$0.86900
065-24	FT LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.87340
065-28	FT LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.87340
065-BD	FT LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.89210
070-67	FORT CUSTER	KALAMAZOO	MI	C	AXXIS CHICAGO, IL LOW SULFUR	
071-24	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.87340
071-241	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.87340
071-28	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.87340
071-281	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.87340
071-67	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.97480
071-671	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.97480
071-68	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.89210
071-681	FT RILEY,	GEARY	KS	B	AXXIS KANSAS CITY	\$0.89210
072-67	FT RILEY,	RILEY	KS	B	AXXIS KANSAS CITY	\$0.97480
072-68	FT RILEY,	RILEY	KS	B	AXXIS KANSAS CITY	\$0.89210
086-67	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
086-68	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
091-67	EAST ST. LOUIS,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO, LOW SULFUR	\$1.02620
091-68	EAST ST. LOUIS,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO	\$0.88910
101-67	NORTH RIVERSIDE,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
101-68	NORTH RIVERSIDE,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
111-67	SPRINGFIELD,	SANGAMON	IL	A	AXXIS CHICAGO	\$0.97780
111-68	SPRINGFIELD,	SANGAMON	IL	A	AXXIS CHICAGO	\$0.87140
127-67	HASTINGS,	CLAY	NE	B	AXXIS OMAHA LOW SULFUR	\$0.98540
127-68	HASTINGS,	CLAY	NE	B	AXXIS OMAHA	\$0.91140
142-67	MEAD,	SAUNDERS	NE	B	AXXIS OMAHA LOW SULFUR	\$0.98540
190-24	SOCORRO,	SOCORRO	NM	A	AXXIS ALBUQUERQUE	\$0.90440
190-28	SOCORRO,	SOCORRO	NM	A	AXXIS ALBUQUERQUE	\$0.90440
190-67	SOCORRO,	SOCORRO	NM	A	OPIS ALBUQUERQUE LOW SULFUR	\$1.14270
190-68	SOCORRO,	SOCORRO	NM	A	AXXIS ALBUQUERQUE	\$0.93530

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
195-24	WHITE SANDS MISSILE RANGE,	DONAANA	NM	C	OPIS EL PASO, TX	\$0.89960
195-28	WHITE SANDS MISSILE RANGE,	DONAANA	NM	C	OPIS EL PASO, TX	\$0.89960
195-68	WHITE SANDS MISSILE RANGE,	DONA ANA	NM	C	OPIS EL PASO, TX	\$0.92460
201-67	BISMARCK,	BURLEIGH	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
205-67	DEVILS LAKE,	RAMSEY	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
205-68	DEVILS LAKE,	RAMSEY	ND	B	OPIS FARGO	\$0.92650
205-681	DEVILS LAKE,	RAMSEY	ND	B	OPIS FARGO	\$0.92650
210-67	FARGO,	CASS	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
210-68	FARGO,	CASS	ND	B	OPIS FARGO	\$0.92650
211-67	JAMESTOWN,	STUTSMAN	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
215-67	GRAND FORKS,	CRAWFORD	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
225-67	VALLEY CITY,	BARNES	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
231-24	GRAYLING,	CRAWFORD	MI	B	OPIS DETROIT	\$0.87550
231-28	GRAYLING,	CRAWFORD	MI	B	OPIS DETROIT	\$0.87550
231-67	GRAYLING,	CRAWFORD	MI	B	OPIS DETROIT LOW SULFUR	\$1.03780
261-67	LANSING,	INGHAM	MI	B	OPIS DETROIT LOW SULFUR	\$1.03780
265-24	FORT SILL,	COMANCHE	OK	B	OPIS OKLAHOMA CITY	\$0.85800
265-28	FORT SILL,	COMANCHE	OK	B	OPIS OKLAHOMA CITY	\$0.85800
265-68	FORT SILL,	COMANCHE	OK	B	OPIS OKLAHOMA CITY	\$0.88410
265-BD	FORT SILL,	COMANCHE	OK	B	OPIS OKLAHOMA CITY	\$0.88410
273-24	MCALESTER,	PITTSBURG	OK	B	OPIS OKLAHOMA CITY	\$0.85800
273-28	MCALESTER,	PITTSBURG	OK	B	OPIS OKLAHOMA CITY	\$0.85800
273-68	MCALESTER,	PITTSBURG	OK	B	OPIS OKLAHOMA CITY	\$0.88410
273-94	MCALESTER,	PITTSBURG	OK	B	OPIS OKLAHOMA CITY	\$0.88410
305-68	AUSTIN,	TRAVIS	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
310-68	BASTROP,	BASTROP	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
311-24	LITTLE FALLS,	MORRISON	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
311-28	LITTLE FALLS,	MORRISON	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
312-94	RED LAKE,	BELTRAMI	MN	B	AXXIS DULUTH	\$0.92340
313-68	RED LAKE,	BELTRAMI	MN	B	AXXIS DULUTH	\$0.92340
314-68	BROWNWOOD,	BROWN	TX	D	OPIS DALLAS METRO	\$0.87510
315-68	BROWNWOOD,	BROWN	TX	D	OPIS DALLAS METRO	\$0.87510
316-24	FORT MCCOY,	MONROE	WI	B	AXXIS JUNCTION CITY	\$0.89740
316-28	FORT MCCOY,	MONROE	WI	B	AXXIS JUNCTION CITY	\$0.89740
316-67	FORT MCCOY,	MONROE	WI	B	AXXIS JUNCTION CITY	\$1.00480
316-68	FORT MCCOY,	MONROE	WI	B	AXXIS JUNCTION CITY	\$0.90200
320-68	CORPUS CHRISTI,	NUECES	TX	F	OPIS CORPUS CHRISTI	\$0.84940
325-68	DALLAS,	DALLAS	TX	D	OPIS DALLAS METRO	\$0.87510
330-68	EL PASO,	EL PASO	TX	J	OPIS EL PASO, TX	\$0.92460
335-24	FT BLISS,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
335-28	FT BLISS,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
335-E8	FT BLISS,	EL PASO	TX	J	OPIS EL PASO, TX	See Clause B19.27-3
340-24	FT SAM HOUSTON,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.86960
340-28	FT SAM HOUSTON,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.86960
340-68	FT SAM HOUSTON,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87260
345-68	FORT WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.87510
350-68	GATESVILLE,	CORNYELL	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
366-24	KILLEEN,	BELL	TX	E	OPIS AUSTIN	\$0.87970
366-28	KILLEEN,	BELL	TX	E	OPIS AUSTIN	\$0.87970
366-68	KILLEEN,	BELL	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
375-68	LUBBOCK,	LUBBOCK	TX	G	OPIS AMARILLO, TX	\$0.88730
381-68	MARSHALL,	HARRISON	TX	A	OPIS TYLER	\$0.87910
385-68	MINERAL WELLS,	PALO PINTO	TX	D	OPIS DALLAS METRO	\$0.87510
395-68	POWDERLY,	LAMAR	TX	A	OPIS TYLER	\$0.87910

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
401-68	BRYAN	BRAZOS	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
402-68	DECATUR	WISE	TX	D	OPIS DALLAS METRO	\$0.87510
403-68	HOUSTON	HARRISON	TX	A	OPIS TYLER	\$0.87910
404-68	NEW BRAUNFELS	COMAL	TX	K	OPIS SAN ANTONIO	\$0.87260
405-68	SAN ANTONIO,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87260
406-24	SAN ANTONIO,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.86960
406-28	SAN ANTONIO,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.86960
407-68	PORT NECHES	JEFFERSON	TX	B	OPIS BEAUMONT LOW SULFUR	\$0.85080
408-68	SAN ANTONIO	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87260
410-68	WYLIE	COLLIN	TX	D	OPIS DALLAS METRO	\$0.87510
415-68	SAGINAW,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.87510
425-68	TEMPLE,	BELL	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
430-24	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.88810
430-28	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.88810
430-68	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.87910
431-24	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.88810
431-28	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.88810
431-68	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.87910
440-68	WACO,	MCLENNAN	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
441-24	PLATTE	GUERNSEY	WY	D	OPIS CHEYENNE	\$0.90200
441-28	PLATTE	GUERNSEY	WY	D	OPIS CHEYENNE	\$0.90200
505-67	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.97780
505-68	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.87140
510-08	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.96980
510-46	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.86900
510-461	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.86900
510-67	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.97780
510-68	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.87140
510-E8	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	See Clause B19.27-3
512-67	FT SHERIDAN,	LAKE	IL	A	AXXIS CHICAGO	\$0.97780
518-70	GREAT LAKES,	LAKE	IL	A	AXXIS CHICAGO	\$0.86900
600-24	CORPUS CHRISTI,	NUECES	TX	F	OPIS CORPUS CHRISTI	\$0.84690
600-28	CORPUS CHRISTI,	NUECES	TX	F	OPIS CORPUS CHRISTI	\$0.84690
625-08	DALLAS	DALLAS	TX	D	OPIS DALLAS METRO	\$0.88270
625-13	DALLAS	TARRANT	TX	D	OPIS DALLAS METRO	\$0.87510
631-08	FORT WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.88270
631-13	FORT WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.87510
651-24	KINGSVILLE,	KLEBERG	TX	F	OPIS CORPUS CHRISTI	\$0.84690
651-28	KINGSVILLE,	KLEBERG	TX	F	OPIS CORPUS CHRISTI	\$0.84690
749-24	PEORIA,	PEORIA	IL	A	AXXIS CHICAGO	\$0.88450
749-28	PEORIA,	PEORIA	IL	A	AXXIS CHICAGO	\$0.88450
749-67	PEORIA,	PEORIA	IL	A	AXXIS CHICAGO	\$0.97780
749-68	PEORIA,	PEORIA	IL	A	AXXIS CHICAGO	\$0.87140
750-24	SCOTT AFB,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO	\$0.87350
750-28	SCOTT AFB,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO	\$0.87350
750-681	SCOTT AFB,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO	\$0.88910
750-682	SCOTT AFB,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO	\$0.88910
750-BD	SCOTT AFB,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO, LOW SULFUR	\$0.88910
750-E8	SCOTT AFB,	ST CLAIR	IL	B	AXXIS ST. LOUIS, MO	See Clause B19.27-3
755-19	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER (Oxy) (No Mid Oxy)	\$0.91630

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
755-26	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER (Oxy) (No Mid Oxy)	\$0.91630
755-67	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER	\$1.01990
755-68	AURORA,	ARAPAHOE	CO	A	OPIS DENVER	\$0.93200
756-94	AURORA,	ARAPAHOE	CO	A	OPIS DENVER	\$0.93200
764-94	SCHRIEVER AFB	EL PASO	CO	A	OPIS DENVER	\$0.93200
765-24	SPRINGFIELD,	SANGAMON	IL	A	AXXIS CHICAGO	\$0.88450
765-28	SPRINGFIELD,	SANGAMON	IL	A	AXXIS CHICAGO	\$0.88450
765-67	SPRINGFIELD,	SANGAMON	IL	A	AXXIS CHICAGO	\$0.97780
765-68	SPRINGFIELD,	SANGAMON	IL	A	AXXIS CHICAGO	\$0.87140
767-19	PUEBLO,	PUEBLO	CO	A	AXXIS DENVER	\$0.91630
767-26	PUEBLO,	PUEBLO	CO	A	AXXIS DENVER	\$0.91630
767-67	PUEBLO,	PUEBLO	CO	A	AXXIS DENVER	\$1.01990
767-68	PUEBLO,	PUEBLO	CO	A	OPIS DENVER	\$0.93200
768-671	GREELEY,	WELD	CO	A	AXXIS DENVER	\$1.01990
768-681	GREELEY,	WELD	CO	A	OPIS DENVER	\$0.93200
769-19	PETERSON AFB,	EL PASO	CO	A	AXXIS DENVER	\$0.91630
769-26	PETERSON AFB,	EL PASO	CO	A	AXXIS DENVER	\$0.91630
769-68	PETERSON AFB,	EL PASO	CO	A	OPIS DENVER	\$0.93200
769-BD	PETERSON AFB,	EL PASO	CO	A	OPIS DENVER	\$0.93200
769-E8	PETERSON AFB,	EL PASO	CO	A	AXXIS DENVER	See Clause B19.27-3
770-24	DES MOINES,	POLK	IA	All	AXXIS DES MOINES	\$0.89510
770-28	DES MOINES,	POLK	IA	All	AXXIS DES MOINES	\$0.89510
770-67	DES MOINES,	POLK	IA	All	AXXIS DES MOINES	\$0.98930
770-68	DES MOINES,	POLK	IA	All	AXXIS DES MOINES	\$0.90730
775-24	SERGEANT BLUFF,	WOODBURY	IA	All	AXXIS DES MOINES	\$0.89510
775-28	SERGEANT BLUFF,	WOODBURY	IA	All	AXXIS DES MOINES	\$0.89510
775-67	SERGEANT BLUFF,	WOODBURY	IA	All	AXXIS DES MOINES	\$0.98930
775-68	SERGEANT BLUFF,	WOODBURY	IA	All	AXXIS DES MOINES	\$0.90730
780-24	ALPENA,	ALPENA	MI	B	OPIS DETROIT	\$0.87550
780-28	ALPENA,	ALPENA	MI	B	OPIS DETROIT	\$0.87550
780-67	ALPENA,	ALPENA	MI	B	OPIS DETROIT LOW SULFUR	\$1.03780
780-68	ALPENA,	ALPENA	MI	B	OPIS DETROIT	\$0.88520
785-19	USAF ACADEMY,	EL PASO	CO	A	AXXIS DENVER	\$0.91630
785-26	USAF ACADEMY,	EL PASO	CO	A	AXXIS DENVER	\$0.91630
785-46	USAF ACADEMY,	EL PASO	CO	A	OPIS DENVER	\$0.90860
785-67	USAF ACADEMY,	EL PASO	CO	A	AXXIS DENVER	\$1.01990
785-68	USAF ACADEMY,	EL PASO	CO	A	OPIS DENVER	\$0.93200
786-24	BATTLE CREEK,	CALHOUN	MI	C	AXXIS CHICAGO	\$0.88450
786-28	BATTLE CREEK,	CALHOUN	MI	C	AXXIS CHICAGO	\$0.88450
786-68	BATTLE CREEK,	CALHOUN	MI	C	AXXIS CHICAGO	\$0.87140
789-24	MCCONNELL AFB, ANG	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.87340
789-241	MCCONNELL AFB, ANG	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.87340
789-28	MCCONNELL AFB, ANG	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.87340
789-281	MCCONNELL AFB, ANG	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.87340
789-94	MCCONNELL AFB, ANG	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.89210
789-941	MCCONNELL AFB, ANG	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.89210
790-24	MCCONNELL AFB,	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.87340
790-28	MCCONNELL AFB,	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.87340
790-46	MCCONNELL AFB,	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.86740
790-67	MCCONNELL AFB,	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.97480
790-68	MCCONNELL AFB,	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.89210
790-BD	MCCONNELL AFB,	SEDWICK	KS	B	AXXIS KANSAS CITY	\$0.89210
791-19	SELFRIDGE ANG BASE,	MACOMB	MI	B	OPIS DETROIT	\$0.91440

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
791-26	SELFRIEDGE ANG BASE,	MACOMB	MI	B	OPIS DETROIT	\$0.91440
791-46	SELFRIEDGE ANG BASE,	MACOMB	MI	B	OPIS DETROIT	\$0.88720
791-67	SELFRIEDGE ANG BASE,	MACOMB	MI	B	OPIS DETROIT LOW SULFUR	\$1.03780
791-68	SELFRIEDGE ANG BASE,	MACOMB	MI	B	OPIS DETROIT	\$0.88520
791-681	SELFRIEDGE ANG BASE,	MACOMB	MI	B	OPIS DETROIT	\$0.88520
800-24	TOPEKA,	SHAWNEE	KS	B	AXXIS KANSAS CITY	\$0.87340
800-28	TOPEKA,	SHAWNEE	KS	B	AXXIS KANSAS CITY	\$0.87340
800-67	TOPEKA,	SHAWNEE	KS	B	AXXIS KANSAS CITY	\$0.97480
800-68	TOPEKA,	SHAWNEE	KS	B	AXXIS KANSAS CITY	\$0.89210
804-24	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$0.96910
804-28	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$0.96910
804-68	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH	\$0.92340
805-67	ELKHORN,	DOUGLAS	NE	B	AXXIS OMAHA	\$0.98540
805-68	ELKHORN,	DOUGLAS	NE	B	AXXIS OMAHA	\$0.91140
809-24	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
809-28	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
809-67	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS	\$1.00060
809-68	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS	\$0.90520
810-24	LINCOLN,	LANCASTER	NE	A	AXXIS OMAHA	\$0.88520
810-28	LINCOLN,	LANCASTER	NE	A	AXXIS OMAHA	\$0.88520
810-67	LINCOLN,	LANCASTER	NE	A	AXXIS OMAHA	\$0.98540
810-68	LINCOLN,	LANCASTER	NE	B	AXXIS OMAHA	\$0.91140
813-24	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.89740
813-28	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.89740
813-67	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$1.00480
814-24	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.89740
814-241	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.89740
814-28	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.89740
814-281	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.89740
814-67	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$1.00480
814-671	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$1.00480
814-68	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.90200
814-681	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.90200
814-881	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$0.90200
814-941	CAMP DOUGLAS,	JUNEAU	WI	B	AXXIS JUNCTION CITY	\$1.00480
815-24	OFFUTT AFB,	SARPY	NE	B	AXXIS OMAHA	\$0.88520
815-28	OFFUTT AFB,	SARPY	NE	B	AXXIS OMAHA	\$0.88520
815-67	OFFUTT AFB,	SARPY	NE	B	AXXIS OMAHA LOW SULFUR	\$0.98540
815-BD	OFFUTT AFB,	SARPY	NE	B	AXXIS OMAHA	\$0.91140
819-24	MADISON,	DANE	WI	C	OPIS Milwaukee Clear Unl	\$0.89640
819-28	MADISON,	DANE	WI	C	OPIS Milwaukee Clear Unl	\$0.89640
819-67	MADISON,	DANE	WI	C	AXXIS CHICAGO	\$0.97780
819-68	MADISON,	DANE	WI	C	OPIS Milwaukee Low Sulfur	\$0.88180
820-24	CANNON AFB,	CURRY	NM	D	OPIS AMARILLO, TX	\$0.85800
820-28	CANNON AFB,	CURRY	NM	D	OPIS AMARILLO, TX	\$0.85800
820-68	CANNON AFB,	CURRY	NM	D	OPIS AMARILLO, TX	\$0.88730
820-BD	CANNON AFB,	CURRY	NM	D	OPIS AMARILLO, TX	\$0.88730
824-08	MILWAUKEE,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI	\$0.98030
824-67	MILWAUKEE,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI LOW SULFUR	\$0.98910
824-68	MILWAUKEE,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI	\$0.88180
825-24	HOLLOMAN AFB,	OTERO	NM	C	OPIS EL PASO, TX	\$0.89960
825-28	HOLLOMAN AFB,	OTERO	NM	C	OPIS EL PASO, TX	\$0.89960
825-68	HOLLOMAN AFB,	OTERO	NM	C	OPIS EL PASO, TX	\$0.92460
825-BD	HOLLOMAN AFB,	OTERO	NM	C	OPIS EL PASO, TX	\$0.92460

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
829-08	MILWAUKEE,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI	\$0.98030
829-67	MILWAUKEE,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI LOW SULFUR	\$0.98910
830-28	KIRTLAND AFB,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE (Oxy)	\$0.96240
830-28	KIRTLAND AFB,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE (Oxy)	\$0.96240
830-70	KIRTLAND AFB,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE	\$0.93530
830-BD	KIRTLAND AFB,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE	\$0.93530
840-24	FARGO,	CASS	ND	B	OPIS FARGO	\$0.90700
840-28	FARGO,	CASS	ND	B	OPIS FARGO	\$0.90700
840-43	FARGO,	CASS	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
840-67	FARGO,	CASS	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
840-68	FARGO,	CASS	ND	B	OPIS FARGO	\$0.92650
859-24	GRAND FORKS AFB,	GRAND FORKS	ND	B	OPIS FARGO	\$0.90700
859-28	GRAND FORKS AFB,	GRAND FORKS	ND	B	OPIS FARGO	\$0.90700
859-67	GRAND FORKS AFB,	GRAND FORKS	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
859-BD	GRAND FORKS AFB,	GRAND FORKS	ND	B	OPIS FARGO	\$0.92650
866-24	GRAND FORKS AFB,	PEMBINA	ND	B	OPIS FARGO	\$0.90700
866-28	GRAND FORKS AFB,	PEMBINA	ND	B	OPIS FARGO	\$0.90700
866-67	GRAND FORKS AFB,	PEMBINA	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
866-70	GRAND FORKS AFB,	PEMBINA	ND	B	OPIS FARGO	\$0.92650
875-24	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.92040
875-241	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.92040
875-28	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.92040
875-281	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.92040
875-67	MINOT AFB,	WARD	ND	A	AXXIS MINOT LOW SULFUR	\$1.04550
875-671	MINOT AFB,	WARD	ND	A	AXXIS MINOT LOW SULFUR	\$1.04550
875-68	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.94510
875-681	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.94510
875-701	MINOT AFB,	WARD	ND	A	AXXIS MINOT LOW SULFUR	\$0.94510
875-702	MINOT AFB,	WARD	ND	A	AXXIS MINOT LOW SULFUR	\$0.94510
875-703	MINOT AFB,	WARD	ND	A	AXXIS MINOT LOW SULFUR	\$0.94510
875-704	MINOT AFB,	WARD	ND	A	AXXIS MINOT LOW SULFUR	\$0.94510
875-BD	MINOT AFB,	WARD	ND	A	AXXIS MINOT	\$0.94510
885-24	ALTUS AFB,	JACKSON	OK	B	OPIS OKLAHOMA CITY	\$0.85800
885-28	ALTUS AFB,	JACKSON	OK	B	OPIS OKLAHOMA CITY	\$0.85800
885-68	ALTUS AFB,	JACKSON	OK	B	OPIS OKLAHOMA CITY	\$0.88410
885-681	ALTUS AFB,	JACKSON	OK	B	OPIS OKLAHOMA CITY	\$0.88410
885-BD	ALTUS AFB,	JACKSON	OK	B	OPIS OKLAHOMA CITY	\$0.88410
895-24	OKLAHOMA CITY,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.85800
895-28	OKLAHOMA CITY,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.85800
895-68	OKLAHOMA CITY,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.88410
899-24	TINKER AFB,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.85800
899-28	TINKER AFB,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.85800
899-68	TINKER AFB,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.88410
899-BD	TINKER AFB,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.88410
903-24	TULSA,	TULSA	OK	C	AXXIS TULSA	\$0.85740
903-28	TULSA,	TULSA	OK	C	AXXIS TULSA	\$0.85740
903-68	TULSA,	TULSA	OK	C	AXXIS TULSA	\$0.87630
906-24	VANCE AFB,	GARFIELD	OK	B	OPIS OKLAHOMA CITY	\$0.85800
906-28	VANCE AFB,	GARFIELD	OK	B	OPIS OKLAHOMA CITY	\$0.85800
906-68	VANCE AFB,	GARFIELD	OK	B	OPIS OKLAHOMA CITY	\$0.88410
912-24	ELLSWORTH AFB,	PENNINGTON	SD	A	AXXIS RAPID CITY	\$0.91390
912-28	ELLSWORTH AFB,	PENNINGTON	SD	A	AXXIS RAPID CITY	\$0.91390
912-68	ELLSWORTH AFB,	PENNINGTON	SD	A	AXXIS RAPID CITY	\$0.93590
912-681	ELLSWORTH AFB,	PENNINGTON	SD	A	AXXIS RAPID CITY	\$0.93590

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
912-BD	ELLSWORTH AFB,	PENNINGTON	SD	A	AXXIS RAPID CITY	\$0.93590
915-24	SIOUX FALLS,	MINNEHAHA	SD	B	AXXIS SIOUX FALLS	\$0.89490
915-28	SIOUX FALLS,	MINNEHAHA	SD	B	AXXIS SIOUX FALLS	\$0.89490
915-67	SIOUX FALLS,	MINNEHAHA	SD	B	AXXIS SIOUX FALLS LOW SULFUR	\$0.99500
915-68	SIOUX FALLS,	MINNEHAHA	SD	B	AXXIS SIOUX FALLS	\$0.90750
927-08	FORT WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.88270
927-68	FORT WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.87510
931-24	DYESS AFB,	TAYLOR	TX	I	OPIS ABILENE	\$0.89160
931-28	DYESS AFB,	TAYLOR	TX	I	OPIS ABILENE	\$0.89160
931-68	DYESS AFB,	TAYLOR	TX	I	OPIS ABILENE	\$0.89480
931-BD	DYESS AFB,	TAYLOR	TX	I	OPIS ABILENE	\$0.89480
936-08	GARLAND,	DALLAS	TX	D	OPIS DALLAS METRO	\$0.88270
936-68	GARLAND,	DALLAS	TX	D	OPIS DALLAS METRO	\$0.87510
937-24	GOODFELLOW AFB,	TOM GREEN	TX	I	OPIS ABILENE	\$0.89160
937-28	GOODFELLOW AFB,	TOM GREEN	TX	I	OPIS ABILENE	\$0.89160
937-BD	GOODFELLOW AFB,	TOM GREEN	TX	I	OPIS ABILENE	\$0.89480
940-08	HOUSTON,	HARRIS	TX	C	OPIS HOUSTON	\$0.86830
940-68	HOUSTON,	HARRIS	TX	C	OPIS HOUSTON	\$0.85560
941-24	BEAUMONT	JEFFERSON	TX	B	OPIS BEAUMONT	\$0.84840
941-28	BEAUMONT	JEFFERSON	TX	B	OPIS BEAUMONT	\$0.84840
941-68	BEAUMONT	JEFFERSON	TX	B	OPIS BEAUMONT LOW SULFUR	\$0.85080
943-68	KELLY AFB,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87260
946-24	LACKLAND AFB,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.86960
946-28	LACKLAND AFB,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.86960
946-68	LACKLAND AFB,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87260
946-70	LACKLAND AFB,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87820
947-68	LACKLAND AFB,	BEXAR	TX	K	OPIS SAN ANTONIO	\$0.87260
949-24	LAUGHLIN AFB,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.86960
949-28	LAUGHLIN AFB,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.86960
949-68	LAUGHLIN AFB,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.87260
953-68	RANDOLPH AFB,	BEXAR	TX	A	OPIS TYLER	\$0.87910
960-68	SHEPPARD AFB,	WICHITA	TX	H	OPIS WICHITA FALLS LOW SULFUR	\$0.89460
965-24	CHEYENNE,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.90200
965-28	CHEYENNE,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.90200
965-68	CHEYENNE,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.95410
970-24	FRANCIS E. WARREN AFB,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.90200
970-28	FRANCIS E. WARREN AFB,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.90200
970-67	FRANCIS E. WARREN AFB,	LARAMIE	WY	D	OPIS CHEYENNE LOW SULFUR	\$1.05380
970-671	FRANCIS E. WARREN AFB,	LARAMIE	WY	D	OPIS CHEYENNE LOW SULFUR	\$1.05380
970-68	FRANCIS E. WARREN AFB,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.95410
970-BD	FRANCIS E. WARREN AFB,	LARAMIE	WY	D	OPIS CHEYENNE	\$0.95410
972-24	FRANCIS E. WARREN AFB,	LARAMIE, GOSHEN, PLAITTE	WY	A	OPIS NORTH PLATTE	\$0.89980
972-28	FRANCIS E. WARREN AFB,	LARAMIE, GOSHEN, PLAITTE	WY	A	OPIS NORTH PLATTE	\$0.89980
972-67	FRANCIS E. WARREN AFB,	LARAMIE, GOSHEN, PLAITTE	WY	A	OPIS NORTH PLATTE LOW SULFUR	\$0.99030
972-68	FRANCIS E. WARREN AFB,	LARAMIE, GOSHEN, PLAITTE	WY	A	OPIS NORTH PLATTE	\$0.92280

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
972-88	FRANCIS E. WARREN AFB,	LARAMIE, GOSHEN, PLAITTE	WY	A	OPIS NORTH PLATTE	\$0.99030
975-24	FRANCIS E. WARREN AFB,	BANNER, KIMBALL, CHEYENNE	NE	A	AXXIS DENVER	\$0.91160
975-28	FRANCIS E. WARREN AFB,	BANNER, KIMBALL, CHEYENNE	NE	A	AXXIS DENVER	\$0.91160
975-67	FRANCIS E. WARREN AFB,	BANNER, KIMBALL, CHEYENNE	NE	A	AXXIS DENVER	\$1.01990
975-68	FRANCIS E. WARREN AFB,	BANNER	CO	A	OPIS DENVER	\$0.93200
975-88	FRANCIS E. WARREN AFB,	BANNER, KIMBALL, CHEYENNE	NE	A	OPIS DENVER	\$1.01730
980-24	FRANCIS E. WARREN AFB,	LOGAN, WELD	CO	A	AXXIS DENVER	\$0.91160
980-28	FRANCIS E. WARREN AFB,	LOGAN, WELD	CO	A	AXXIS DENVER	\$0.91160
980-67	FRANCIS E. WARREN AFB,	LOGAN COUNTY, CO	WY	A	AXXIS DENVER	\$1.01990
980-68	FRANCIS E. WARREN AFB,	LOGAN, WELD	CO	A	AXXIS DENVER	\$0.93390
980-86	FRANCIS E. WARREN AFB,	LOGAN, WELD	CO	A	AXXIS DENVER	\$1.01990
B10-24	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B10-28	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B11-24	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B11-28	AURORA,	ARAPAHOE	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B22-24	CHAMPAIGN,	CHAMPAIGN	IL	A	AXXIS CHICAGO	\$0.88450
B22-28	CHAMPAIGN,	CHAMPAIGN	IL	A	AXXIS CHICAGO	\$0.88450
B25-08	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.96980
B26-08	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.96980
B26-67	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
B26-68	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
B28-67	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
B28-68	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
B29-08	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.96980
B29-67	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
B29-68	CHICAGO,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
B31-24	DENVER,	DENVER	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B31-28	DENVER,	DENVER	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B31-67	DENVER,	DENVER	CO	A	AXXIS DENVER	\$1.01990
B31-68	DENVER,	DENVER	CO	A	OPIS DENVER	\$0.93200
B32-24	DENVER,	DENVER	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B32-28	DENVER,	DENVER	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B33-68	DENVER,	JEFFERSON	CO	A	OPIS DENVER	\$0.93200
B34-08	BEDFORD PARK,	COOK	IL	A	AXXIS CHICAGO	\$0.96980
B34-67	BEDFORD PARK,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
B34-68	BEDFORD PARK,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
B38-24	DANVILLE,	VERMILION	IL	A	AXXIS CHICAGO	\$0.88450
B38-28	DANVILLE,	VERMILION	IL	A	AXXIS CHICAGO	\$0.88450
B38-46	DANVILLE,	VERMILION	IL	A	AXXIS CHICAGO	\$0.86900
B38-67	DANVILLE,	VERMILION	IL	A	AXXIS CHICAGO	\$0.97780
B40-24	ESTES PARK,	LARIMER	CO	A	AXXIS DENVER (Oxy)	\$1.00620
B40-28	ESTES PARK,	LARIMER	CO	A	AXXIS DENVER (Oxy)	\$1.00620
B40-BD	ESTES PARK,	LARIMER	CO	A	OPIS DENVER	\$0.93200
B45-22	FLORENCE,	FREMONT	CO	A	AXXIS DENVER	\$0.96150
B45-27	FLORENCE,	FREMONT	CO	A	AXXIS DENVER	\$0.96150

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
B45-68	FLORENCE,	FREMONT	CO	A	OPIS DENVER	\$0.93200
B54-24	GRAND JUNCTION,	MESA	CO	A	AXXIS DENVER	\$0.91160
B54-28	GRAND JUNCTION,	MESA	CO	A	AXXIS DENVER	\$0.91160
B55-08	FOREST PARK,	COOK	IL	A	AXXIS CHICAGO	\$0.96980
B55-67	FOREST PARK,	COOK	IL	A	AXXIS CHICAGO	\$0.97780
B55-68	FOREST PARK,	COOK	IL	A	AXXIS CHICAGO	\$0.87140
B60-22	GRAND LAKE,	GRAND	CO	A	AXXIS DENVER	\$0.96150
B60-27	GRAND LAKE,	GRAND	CO	A	AXXIS DENVER	\$0.96150
B60-67	GRAND LAKE,	GRAND	CO	A	AXXIS DENVER	\$1.01990
B60-68	GRAND LAKE,	GRAND	CO	A	OPIS DENVER	\$0.93200
B61-46	HINES,	COOK	IL	A	AXXIS CHICAGO	\$0.86900
B61-70	HINES,	COOK	IL	A	AXXIS CHICAGO	\$0.86900
B62-24	GREENVILLE,	BOND	IL	B	AXXIS ST. LOUIS, MO	\$0.87350
B62-28	GREENVILLE,	BOND	IL	B	AXXIS ST. LOUIS, MO	\$0.87350
B62-68	GREENVILLE,	BOND	IL	B	AXXIS ST. LOUIS, MO	\$0.88910
B70-24	LAKESWOOD,	JEFFERSON	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B70-28	LAKESWOOD,	JEFFERSON	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B71-24	MARION,	WILLIAMSON	IL	C	AXXIS CAPE GIRARDEAU, MO	\$0.87410
B71-28	MARION,	WILLIAMSON	IL	C	AXXIS CAPE GIRARDEAU, MO	\$0.87410
B71-70	MARION,	WILLIAMSON	IL	C	AXXIS CAPE GIRARDEAU, MO	\$0.87370
B72-24	PEKIN,	TAZEWELL	IL	A	AXXIS CHICAGO	\$0.88450
B72-28	PEKIN,	TAZEWELL	IL	A	AXXIS CHICAGO	\$0.88450
B73-24	LITTLETON,	JEFFERSON	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B73-28	LITTLETON,	JEFFERSON	CO	A	AXXIS DENVER (Oxy)	\$0.93810
B75-24	MESA VERDE,	MONTEZUMA	CO	B	OPIS BLOOMFIELD, NM	\$0.94170
B75-28	MESA VERDE,	MONTEZUMA	CO	B	OPIS BLOOMFIELD, NM	\$0.94170
B75-67	MESA VERDE,	MONTEZUMA	CO	B		
B75-68	MESA VERDE,	MONTEZUMA	CO	B		
B79-08	NORTH CHICAGO,	LAKE	IL	A	AXXIS CHICAGO	\$0.96980
B79-67	NORTH CHICAGO,	LAKE	IL	A	AXXIS CHICAGO	\$0.97780
B88-07	CAROL STREAM,	DU PAGE	IL	A	AXXIS CHICAGO	\$1.00460
B88-67	CAROL STREAM,	DU PAGE	IL	A	AXXIS CHICAGO	\$0.97780
B88-68	CAROL STREAM,	DU PAGE	IL	A	AXXIS CHICAGO	\$0.87140
C01-19	AMES,	STORY	IA	ALL	AXXIS DES MOINES	\$0.92950
C01-26	AMES,	STORY	IA	ALL	AXXIS DES MOINES	\$0.92950
C17-67	DES MOINES,	STORY	IA	ALL	AXXIS DES MOINES	\$0.98930
C17-68	DES MOINES,	STORY	IA	ALL	AXXIS DES MOINES	\$0.90730
C30-67	KANSAS CITY,	WYANDOTTE	KS	B	AXXIS KANSAS CITY	\$0.97480
C30-68	KANSAS CITY,	WYANDOTTE	KS	B	AXXIS KANSAS CITY	\$0.89210
C40-46	IOWA CITY,	JOHNSON	IA	ALL	AXXIS DES MOINES	\$0.88840
C41-19	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.92900
C41-26	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.92900
C41-68	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.89210
C42-24	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.87340
C42-28	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.87340
C42-67	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.97480
C42-68	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.89210
C42-681	LEAVENWORTH,	LEAVENWORTH	KS	B	AXXIS KANSAS CITY	\$0.89210
C51-24	MISSOURI VALLEY,	HARRISON	IA	ALL	AXXIS DES MOINES	\$0.89510
C51-28	MISSOURI VALLEY,	HARRISON	IA	ALL	AXXIS DES MOINES	\$0.89510
C51-46	MISSOURI VALLEY,	HARRISON	IA	ALL	AXXIS DES MOINES	\$0.88840
D19-BD	DETROIT,	WAYNE	MI	B	OPIS DETROIT	\$0.88520
D30-24	CLAY CENTER,	CLAY	NE	B	AXXIS OMAHA	\$0.88520
D30-28	CLAY CENTER,	CLAY	NE	B	AXXIS OMAHA	\$0.88520
D30-68	CLAY CENTER,	CLAY	NE	B	AXXIS OMAHA	\$0.91140

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
D30-70	CLAY CENTER,	CLAY	NE	B	AXXIS OMAHA	\$0.88440
D33-24	BATTLE CREEK,	CALHOUN	MI	C	AXXIS CHICAGO	\$0.88450
D33-28	BATTLE CREEK,	CALHOUN	MI	C	AXXIS CHICAGO	\$0.88450
D33-67	BATTLE CREEK,	CALHOUN	MI	C	AXXIS CHICAGO	\$0.97780
D45-24	HOUGHTON,	HOUGHTON	MI	A	OPIS MILWAUKEE, WI	\$0.89640
D45-28	HOUGHTON,	HOUGHTON	MI	A	OPIS MILWAUKEE, WI	\$0.89640
D45-68	HOUGHTON,	HOUGHTON	MI	A	OPIS MILWAUKEE, WI	\$0.88180
D55-24	MILAN,	WASHTENAW	MI	B	OPIS DETROIT	\$0.87550
D55-28	MILAN,	WASHTENAW	MI	B	OPIS DETROIT	\$0.87550
D60-24	LINCOLN,	LANCASTER	NE	B	AXXIS OMAHA	\$0.88520
D60-28	LINCOLN,	LANCASTER	NE	B	AXXIS OMAHA	\$0.88520
D79-67	TROY,	OAKLAND	MI	B	OPIS DETROIT LOW SULFUR	\$1.03780
D79-68	TROY,	OAKLAND	MI	B	OPIS DETROIT	\$0.88520
D81-24	OMAHA,	DOUGLAS	NE	B	AXXIS OMAHA	\$0.88520
D81-28	OMAHA,	DOUGLAS	NE	B	AXXIS OMAHA	\$0.88520
D81-67	OMAHA,	DOUGLAS	NE	B	AXXIS OMAHA LOW SULFUR	\$0.98540
D81-68	OMAHA,	DOUGLAS	NE	B	AXXIS OMAHA	\$0.91140
E05-24	ALAMOGORDO,	OTERO	NM	C	OPIS EL PASO, TX	\$0.89960
E05-28	ALAMOGORDO,	OTERO	NM	C	OPIS EL PASO, TX	\$0.89960
E08-68	ALBUQUERQUE,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE	\$0.93530
E09-24	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$0.96910
E09-28	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$0.96910
E11-24	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$0.96910
E11-28	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$0.96910
E11-67	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH	\$1.03060
E11-68	DULUTH,	ST LOUIS	MN	B	AXXIS DULUTH	\$0.92340
E12-24	ALBUQUERQUE,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE (Oxy)	\$0.96240
E12-28	ALBUQUERQUE,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE (Oxy)	\$0.96240
E12-68	ALBUQUERQUE,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE	\$0.93530
E13-68	ALBUQUERQUE,	BERNALILLO	NM	A	AXXIS ALBUQUERQUE	\$0.93530
E19-22	INTERNATIONAL FALLS,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$1.04800
E19-27	INTERNATIONAL FALLS,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$1.04800
E20-22	INTERNATIONAL FALLS,	KOOCHICHING	MN	B	AXXIS DULUTH (Oxy)	\$1.04800
E20-27	INTERNATIONAL FALLS,	KOOCHICHING	MN	B	AXXIS DULUTH (Oxy)	\$1.04800
E21-22	INTERNATIONAL FALLS,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$1.04800
E21-27	INTERNATIONAL FALLS,	ST LOUIS	MN	B	AXXIS DULUTH (Oxy)	\$1.04800
E29-24	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E29-28	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E29-67	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS	\$1.00060
E29-68	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS	\$0.90520
E35-24	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E35-28	MINNEAPOLIS,	HENNEPIN	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E37-46	CROWNPOINT,	MCKINLEY	NM	B	OPIS BLOOMFIELD, NM LOW SULFUR	\$0.98720
E45-46	RED LAKE,	BELTRAMI	MN	B	AXXIS DULUTH	\$0.90200
E50-24	ST PAUL,	RAMSEY	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E50-28	ST PAUL,	RAMSEY	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E50-67	ST PAUL,	RAMSEY	MN	A	AXXIS MINNEAPOLIS	\$1.00060
E50-68	ST PAUL,	RAMSEY	MN	A	AXXIS MINNEAPOLIS	\$0.90520
E53-24	DEMING,	LUNA	NM	C	OPIS EL PASO, TX	\$0.89960
E53-28	DEMING,	LUNA	NM	C	OPIS EL PASO, TX	\$0.89960
E53-68	DEMING,	LUNA	NM	C	OPIS EL PASO, TX	\$0.92460
E62-24	FARMINGTON,	SAN JUAN	NM	B	OPIS BLOOMFIELD, NM	\$0.94170
E62-28	FARMINGTON,	SAN JUAN	NM	B	OPIS BLOOMFIELD, NM	\$0.94170
E68-24	WASECA,	WASECA	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
E68-28	WASECA,	WASECA	MN	A	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
E85-68	LAS CRUCES,	DONA ANA	NM	C	OPIS EL PASO, TX	\$0.92460
E86-68	LAS CRUCES,	DONA ANA	NM	C	OPIS EL PASO, TX	\$0.92460
E87-24	LAS CRUCES,	DONA ANA	NM	C	OPIS EL PASO, TX	\$0.89960
E87-28	LAS CRUCES,	DONA ANA	NM	C	OPIS EL PASO, TX	\$0.89960
E88-E8	LAS CRUCES,	DONA ANA	NM	C	OPIS EL PASO, TX	See Clause B19.27-3
F11-24	LOS ALAMOS,	LOS ALAMOS	NM	A	AXXIS ALBUQUERQUE	\$0.90440
F11-28	LOS ALAMOS,	LOS ALAMOS	NM	A	AXXIS ALBUQUERQUE	\$0.90440
F11-68	LOS ALAMOS,	LOS ALAMOS	NM	A	AXXIS ALBUQUERQUE	\$0.93530
F11-94	LOS ALAMOS,	LOS ALAMOS	NM	A	AXXIS ALBUQUERQUE	\$0.93530
F12-24	GRAND MARSH,	ADAMS	WI	B	AXXIS JUNCTION CITY	\$0.89740
F12-28	GRAND MARSH,	ADAMS	WI	B	AXXIS JUNCTION CITY	\$0.89740
F13-08	WAUTOSA,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI	\$0.98030
F20-46	MARIANO LAKE,	MCKINLEY	NM	B	OPIS BLOOMFIELD, NM LOW SULFUR	\$0.98720
F26-24	MADISON,	DANE	WI	C	OPIS MILWAUKEE CLEAR UNL	\$0.89640
F26-28	MADISON,	DANE	WI	C	OPIS MILWAUKEE CLEAR UNL	\$0.89640
F26-E8	MADISON,	DANE	WI	C	OPIS MILWAUKEE CLEAR UNL	\$0.89640
F40-24	RAMAH,	CIBOLA	NM	A	AXXIS ALBUQUERQUE	\$0.90440
F40-28	RAMAH,	CIBOLA	NM	A	AXXIS ALBUQUERQUE	\$0.90440
F40-67	RAMAH,	CIBOLA	NM	A	OPIS ALBUQUERQUE LOW SULFUR	\$1.14270
F40-68	RAMAH,	CIBOLA	NM	A	AXXIS ALBUQUERQUE	\$0.93530
F41-24	PARK FALLS,	PRICE	WI	D	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
F41-28	PARK FALLS,	PRICE	WI	D	AXXIS MINNEAPOLIS (Oxy)	\$0.96250
F60-24	SOCORRO,	SOCORRO	NM	A	AXXIS ALBUQUERQUE	\$0.90440
F60-28	SOCORRO,	SOCORRO	NM	A	AXXIS ALBUQUERQUE	\$0.90440
F60-68	SOCORRO,	SOCORRO	NM	A	AXXIS ALBUQUERQUE	\$0.93530
F66-08	MILWAUKEE,	MILWAUKEE	WI	A	OPIS MILWAUKEE, WI	\$0.98030
F70-46	TOADLENA,	SAN JUAN	NM	B	OPIS BLOOMFIELD, NM LOW SULFUR	\$0.98720
G11-24	BELCOURT,	ROLETTE	ND	A	AXXIS MINOT	\$0.92040
G11-28	BELCOURT,	ROLETTE	ND	A	AXXIS MINOT	\$0.92040
G20-46	FORT YATES,	SIOUX	ND	B	OPIS FARGO	\$0.92650
G21-242	FORT YATES,	SIOUX	ND	B	OPIS FARGO	\$0.90700
G21-282	FORT YATES,	SIOUX	ND	B	OPIS FARGO	\$0.90700
G21-46	FORT YATES,	SIOUX	ND	B	OPIS FARGO	\$0.92650
G21-67	FORT YATES,	SIOUX	ND	B	OPIS FARGO LOW SULFUR	\$1.02490
G21-68	FORT YATES,	SIOUX	ND	B	OPIS FARGO	\$0.92650
G40-24	JAMESTOWN,	STUTSMAN	ND	B	OPIS FARGO	\$0.90700
G40-28	JAMESTOWN,	STUTSMAN	ND	B	OPIS FARGO	\$0.90700
G40-46	JAMESTOWN,	STUTSMAN	ND	B	OPIS FARGO	\$0.92650
G60-46	NEW TOWN,	MOUNTRAIL	ND	A	AXXIS MINOT LOW SULFUR	\$0.94510
G61-46	NEW TOWN,	MCKENZIE	ND	A	AXXIS MINOT LOW SULFUR	\$0.94510
H10-24	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.85800
H10-28	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.85800
H10-68	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.88410
H10-94	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.88410
H11-24	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.85800
H11-28	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.85800
H11-68	EL RENO,	CANADIAN	OK	B	OPIS OKLAHOMA CITY	\$0.88410
H40-19	OKLAHOMA CITY,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.89550
H40-26	OKLAHOMA CITY,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.89550
H40-94	OKLAHOMA CITY,	OKLAHOMA	OK	B	OPIS OKLAHOMA CITY	\$0.88410

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
J20-24	BADLANDS NATIONAL PARK,	JACKSON	SD	A	AXXIS RAPID CITY	\$0.91390
J20-28	BADLANDS NATIONAL PARK,	JACKSON	SD	A	AXXIS RAPID CITY	\$0.91390
J20-68	BADLANDS NATIONAL PARK,	JACKSON	SD	A	AXXIS RAPID CITY	\$0.93590
J31-24	EAGLE BUTTE,	DEWEY	SD	B	AXXIS SIOUX FALLS	\$0.89490
J31-28	EAGLE BUTTE,	DEWEY	SD	B	AXXIS SIOUX FALLS	\$0.89490
J31-46	EAGLE BUTTE,	DEWEY	SD	B	AXXIS SIOUX FALLS	\$0.88650
J31-461	EAGLE BUTTE,	DEWEY	SD	B	AXXIS SIOUX FALLS	\$0.88650
J31-67	EAGLE BUTTE,	DEWEY	SD	B	AXXIS SIOUX FALLS LOW SULFUR	\$0.99500
J31-68	EAGLE BUTTE,	DEWEY	SD	B	AXXIS SIOUX FALLS	\$0.90750
J35-70	FLANDREAU,	MOODY	SD	B	AXXIS SIOUX FALLS	\$0.88650
J40-24	FORT MEADE,	MEADE	SD	A	AXXIS RAPID CITY	\$0.91390
J40-28	FORT MEADE,	MEADE	SD	A	AXXIS RAPID CITY	\$0.91390
J40-46	FORT MEADE,	MEADE	SD	A	AXXIS RAPID CITY LOW SULFUR	\$0.93590
J50-462	FORT THOMPSON,	BUFFALO	SD	B	AXXIS SIOUX FALLS	\$0.88650
J50-68	FORT THOMPSON,	BUFFALO	SD	B	AXXIS SIOUX FALLS	\$0.90750
J61-68	HOT SPRINGS,	CUSTER	SD	A	AXXIS RAPID CITY	\$0.93590
K01-46	MISSION,	TODD	SD	A	AXXIS RAPID CITY LOW SULFUR	\$0.93590
K05-24	NEMO,	LAWRENCE	SD	A	AXXIS RAPID CITY	\$0.91390
K05-28	NEMO,	LAWRENCE	SD	A	AXXIS RAPID CITY	\$0.91390
K10-46	OGLALA,	SHANNON	SD	A	AXXIS RAPID CITY LOW SULFUR	\$0.93590
K31-46	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY LOW SULFUR	\$0.93590
K32-46	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY LOW SULFUR	\$0.93590
K33-24	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY	\$0.91390
K33-28	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY	\$0.91390
K33-67	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY LOW SULFUR	\$1.03590
K33-68	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY	\$0.93590
K35-24	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY	\$0.91390
K35-28	PINE RIDGE,	SHANNON	SD	A	AXXIS RAPID CITY	\$0.91390
L10-24	ALPINE,	BREWSTER	TX	J	OPIS EL PASO, TX	\$0.89960
L10-28	ALPINE,	BREWSTER	TX	J	OPIS EL PASO, TX	\$0.89960
L33-24	BASTROP,	BASTROP	TX	E	OPIS AUSTIN	\$0.87970
L33-28	BASTROP,	BASTROP	TX	E	OPIS AUSTIN	\$0.87970
L33-68	BASTROP,	BASTROP	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
L37-24	BEAUMONT,	JEFFERSON	TX	B	OPIS BEAUMONT	\$0.84840
L37-28	BEAUMONT,	JEFFERSON	TX	B	OPIS BEAUMONT	\$0.84840
L37-94	BEAUMONT,	JEFFERSON	TX	B	OPIS BEAUMONT LOW SULFUR	\$0.85080
L43-24	BIG BEND NATIONAL PARK,	BREWSTER	TX	J	OPIS EL PASO, TX	\$0.89960
L43-28	BIG BEND NATIONAL PARK,	BREWSTER	TX	J	OPIS EL PASO, TX	\$0.89960
L43-68	BIG BEND NATIONAL PARK,	BREWSTER	TX	J	OPIS EL PASO, TX	\$0.92460
L44-19	BRYAN,	BRAZOS	TX	E	OPIS AUSTIN	\$0.91830
L44-26	BRYAN,	BRAZOS	TX	E	OPIS AUSTIN	\$0.91830
L44-67	BRYAN,	BRAZOS	TX	E	OPIS AUSTIN LOW SULFUR	\$0.95300
L44-68	BRYAN,	BRAZOS	TX	E	OPIS AUSTIN LOW SULFUR	\$0.87160
L45-19	BIG SPRING,	HOWARD	TX	I	OPIS ABILENE	\$0.93090
L45-26	BIG SPRING,	HOWARD	TX	I	OPIS ABILENE	\$0.93090
L45-68	BIG SPRING,	HOWARD	TX	I	OPIS ABILENE	\$0.89480
L48-24	CARRIZO SPRINGS,	DIMITT	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L48-28	CARRIZO SPRINGS,	DIMITT	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L53-24	COMSTOCK,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.86960

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
L53-28	COMSTOCK,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.86960
L58-24	CORPUS CHRISTI,	KLEBERG	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L58-28	CORPUS CHRISTI,	KLEBERG	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L67-68	DALLAS,	DALLAS	TX	D	OPIS DALLAS METRO	\$0.87510
L70-24	DEL RIO,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.86960
L70-28	DEL RIO,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.86960
L70-68	DEL RIO,	VAL VERDE	TX	K	OPIS SAN ANTONIO	\$0.87260
L71-24	UVALDE,	UVALDE	TX	K	OPIS SAN ANTONIO	\$0.86960
L71-28	UVALDE,	UVALDE	TX	K	OPIS SAN ANTONIO	\$0.86960
L72-24	BRACKETTVILLE,	KINNEY	TX	K	OPIS SAN ANTONIO	\$0.86960
L72-28	BRACKETTVILLE,	KINNEY	TX	K	OPIS SAN ANTONIO	\$0.86960
L73-68	DENTON,	DENTON	TX	D	OPIS DALLAS METRO	\$0.87510
L77-24	EAGLE PASS,	MAVERICK	TX	K	OPIS SAN ANTONIO	\$0.86960
L77-28	EAGLE PASS,	MAVERICK	TX	K	OPIS SAN ANTONIO	\$0.86960
L82-24	EL PASO,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
L82-28	EL PASO,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
L82-68	EL PASO,	EL PASO	TX	J	OPIS EL PASO, TX	\$0.92460
L83-24	EL PASO,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
L83-28	EL PASO,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
L84-24	FABENS,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
L84-28	FABENS,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
L86-24	FALFURRTAS,	BROOKS	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L86-28	FALFURRTAS,	BROOKS	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L88-68	FORT HANCOCK,	HEDSPETH	TX	J	OPIS EL PASO, TX	\$0.92460
L91-08	FORT WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.88270
L92-08	FT. WORTH,	TARRANT	TX	D	OPIS DALLAS METRO	\$0.88270
L95-24	FREER,	DUVAL	TX	F	OPIS CORPUS CHRISTI	\$0.84690
L95-28	FREER,	DUVAL	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M13-24	HARLINGEN,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M13-28	HARLINGEN,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M13-67	HARLINGEN,	CAMERON	TX	F	OPIS CORPUS CHRISTI LOW SULFUR	\$0.96590
M13-68	HARLINGEN,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84940
M16-19	HEBBRONVILLE,	JIM HOGG	TX	F	OPIS CORPUS CHRISTI	\$0.88460
M16-26	HEBBRONVILLE,	JIM HOGG	TX	F	OPIS CORPUS CHRISTI	\$0.88460
M46-24	LAREDO,	WEBB	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M46-28	LAREDO,	WEBB	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M49-24	LAREDO ,	WEBB	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M49-28	LAREDO ,	WEBB	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M50-24	LA TUNA,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
M50-28	LA TUNA,	EL PASO	TX	J	OPIS EL PASO, TX (Oxy)	\$0.94340
M50-68	LA TUNA,	EL PASO	TX	J	OPIS EL PASO, TX	\$0.92460
M60-24	LOS FRESNOS,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M60-28	LOS FRESNOS,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M60-68	LOS FRESNOS,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84940
M62-24	FORT BROWN,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M62-28	FORT BROWN,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M62-68	FORT BROWN,	CAMERON	TX	F	OPIS CORPUS CHRISTI	\$0.84940
M66-24	MARFA,	PRESIDIO	TX	J	OPIS EL PASO, TX	\$0.89960
M66-28	MARFA,	PRESIDIO	TX	J	OPIS EL PASO, TX	\$0.89960
M66-68	MARFA,	PRESIDIO	TX	J	OPIS EL PASO, TX	\$0.92460
M69-24	MCALLEN,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M69-28	MCALLEN,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M73-24	MERCEDES,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M73-28	MERCEDES,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84690

CLIN	LOCATION	COUNTY	ST	M. A	ESCALATION REFERENCE	BASE REFERENCE PRICE
M73-67	MERCEDES,	HIDALGO	TX	F	OPIS CORPUS CHRISTI LOW SULFUR	\$0.96590
M73-68	MERCEDES,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84940
M84-24	PRESIDIO,	PRESIDIO	TX	J	OPIS EL PASO, TX	\$0.89960
M84-28	PRESIDIO,	PRESIDIO	TX	J	OPIS EL PASO, TX	\$0.89960
M95-24	RIO GRANDE CITY,	STARR	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M95-28	RIO GRANDE CITY,	STARR	TX	F	OPIS CORPUS CHRISTI	\$0.84690
M99-24	SAN ANGELO,	TOM GREEN	TX	I	OPIS ABILENE	\$0.89160
M99-28	SAN ANGELO,	TOM GREEN	TX	I	OPIS ABILENE	\$0.89160
N05-24	SIERRA BLANCA,	HUDSPETH	TX	J	OPIS EL PASO, TX	\$0.89960
N05-28	SIERRA BLANCA,	HUDSPETH	TX	J	OPIS EL PASO, TX	\$0.89960
N07-24	SANDERSON,	TERREL	TX	J	OPIS EL PASO, TX	\$0.89960
N07-28	SANDERSON,	TERREL	TX	J	OPIS EL PASO, TX	\$0.89960
N13-07	SEAGOVILLE,	DALLAS	TX	D	OPIS DALLAS METRO	\$0.92400
N25-24	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.88810
N25-28	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.88810
N25-68	TEXARKANA,	BOWIE	TX	A	OPIS TYLER	\$0.87910
N30-24	THREE RIVERS,	LIVE OAK	TX	F	OPIS CORPUS CHRISTI	\$0.84690
N30-28	THREE RIVERS,	LIVE OAK	TX	F	OPIS CORPUS CHRISTI	\$0.84690
N30-68	THREE RIVERS,	LIVE OAK	TX	F	OPIS CORPUS CHRISTI	\$0.84940
N45-24	WESLACO,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84690
N45-28	WESLACO,	HIDALGO	TX	F	OPIS CORPUS CHRISTI	\$0.84690
N70-24	MIDWEST,	NATRONA	WY	C	OPIS CASPER	\$0.94290
N70-67	MIDWEST,	NATRONA	WY	C	OPIS CASPER LOW SULFUR	\$1.13630
N70-68	MIDWEST,	NATRONA	WY	C	OPIS CASPER	\$1.00660
N71-24	AMARILLO,	CARSON	TX	G	OPIS AMARILLO, TX	\$0.85800
N71-28	AMARILLO,	CARSON	TX	G	OPIS AMARILLO, TX	\$0.85800
N71-68	AMARILLO,	CARSON	TX	G	OPIS AMARILLO, TX	\$0.88730
N80-24	MOOSE,	TETON	WY	B	AXXIS SALT LAKE CITY	\$0.99360
N80-28	MOOSE,	TETON	WY	B	AXXIS SALT LAKE CITY	\$0.99360
N80-46	MOOSE,	TETON	WY	B	AXXIS SALT LAKE CITY	\$0.96420
N80-67	MOOSE,	TETON	WY	B	AXXIS SALT LAKE CITY LOW SULFUR	\$1.06470
N80-68	MOOSE,	TETON	WY	B	AXXIS SALT LAKE CITY	\$0.96890
N90-24	YELLOWSTONE NATIONAL PARK,	PARK	WY	A	AXXIS DENVER	\$0.94250
N90-28	YELLOWSTONE NATIONAL PARK,	PARK	WY	A	AXXIS DENVER	\$0.94250
N90-67	YELLOWSTONE NATIONAL PARK,	PARK	WY	A	AXXIS BILLINGS LOW SULFUR	\$1.09100
N90-68	YELLOWSTONE NATIONAL PARK,	PARK	WY	A	AXXIS DENVER	\$0.96780
N90-88	YELLOWSTONE NATIONAL PARK,	PARK	WY	A	AXXIS BILLINGS LOW SULFUR	\$1.09100
N90-94	YELLOWSTONE NATIONAL PARK,	PARK	WY	A	AXXIS DENVER	\$0.96780