

OFFEROR SUBMISSION PACKAGE

SOLICITATION SP0600-98-B-6001

THE ENCLOSED SOLICITATION COVERS THE PERIOD

Date of Award
through
31 May 2001

INSTRUCTIONS:

1. The original and one copy of the completed package must be returned to:

ATTN: BID CUSTODIAN, DFSC-PCC, 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 the Offeror Submission Package:

Standard Form 1449, Solicitation/Contract/Order for Commercial Items

All applicable fill-in clauses

Price Data Sheets, upon which you will submit your bid prices, as follows:

FOB Destination, Small Disadvantage Businesses Only, DFSC Form 2.16

FOB Destination Bids Only, DFSC Form 2.18

2. Be sure to proofread all bids submitted. They must be in actual dollars per gallon (e.g. \$0.0000). NOT price differentials.

3. Be sure to check your bids for accuracy and legibility prior to submission. Initial all changes and sign and date the Standard Form 1449.

4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your bid unless clearly stated herein.

5. Base Reference Prices for **04 May 1998** can be found in Attachment 1 to this Offeror Submission Package.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-98-04778/ 0478		PAGE 1 OF 57	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-98-B-6001		6. SOLICITATION ISSUE DATE 20 May 1998
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RON SHIELDS			b. TELEPHONE NUMBER (no collect calls) (703) 767-9540		8. OFFER DUE DATE/ LOCAL TIME 24 June 98 @ 2:00 PM
9. ISSUED BY DEFENSE FUEL SUPPLY CENTER DFSC-PLB 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: R. SHIELDS / PLB PHONE: (703) 767-9540 PP 3.26			CODE SC0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9		CODE	
17a. CONTRACTOR / OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY See Clause G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DFSC APR 1996), G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC APR 1997), & G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997).		CODE		
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE	(Attach additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 97X4930.5CF0 01 26.1 S33150					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> 1 </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RAY B. BONE		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)

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

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

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

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or
(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on **01 June 1998**. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

B19.19 Cont'd

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

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

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

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

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

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

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

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

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

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

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS – Oil Price Information Service Pad Reports – Average price for the city and product noted (use for Gasolines – Clear, Oxygenated, and Reformulated; No. 2 Low and High Sulfur, and No. 1 Low Sulfur).

REGION 6

PETROLEUM MARKET AREAS

State

Counties

Colorado

- A. Adams, Alamosa, Arapahoe, Bent, Boulder, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Denver, Douglas, Eagle, El Paso, Elbert, Fremont, Garfield, Gilpin, Grand Gunnison, Huerfano, Jackson, Jefferson, Kiowa, Kit Carson, Lake, Larimer, Lincoln, Logan, Mesa, Moffat, Montrose, Morgan, Otero, Park, Phillips, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, Sedgwick, Summit, Teller, Washington, Weld, Yuma
- B. Archuleta, Dolores, Hinsdale, La Plata, Mineral, Montezuma, Ouray, San Juan, San Miguel
- C. Baca, Las Animas

Kansas

- A. Barber, Barton, Cheyenne, Clark, Comanche, Decatur, Edwards, Ellis, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Logan, Meade, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Rooks, Rush, Russell, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Thomas, Trego, Wallace, Wichita
- B. Allen, Anderson, Atchison, Bourbon, Brown, Butler, Chase, Chautauqua, Cherokee, Clay, Cloud, Coffey, Cowley, Crawford, Dickinson, Doniphan, Douglas, Elk, Ellsworth, Franklin, Geary, Greenwood, Harper, Harvey, Jackson, Jefferson, Jewell, Johnson, Kingman, Labette, Leavenworth, Lincon, Linn, Lyon, Marion, Marshall, McPherson, Miami, Mitchell, Montgomery, Morris, Nemaha, Neosho, Osage, Ottawa , Pottawatomie, Reno, Republic, Rice, Riley, Saline, Sedgwick, Shawnee, Sumner, Wabaunsee, Washington, Wilson, Woodson, Wyandotte

Nebraska

- A. Arthur, Banner, Box Butte, Chase, Cherry, Cheyenne, Custer, Dawes, Dawson, Deuel, Dundy, Frontier, Furnas, Garden, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan, Sioux, Thomas

Nebraska

- B. Adams, Antelope, Blaine, Boone, Boyd, Brown, Buffalo, Burt, Butler, Cass, Cedar, Clay, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Fillmore, Franklin, Gage, Garfield, Greeley, Hall, Hamilton, Harlan, Holt, Howard, Jefferson, Johnson, Kearney, Keya Paha, Knox, Lancaster, Loup, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Pierce, Platte, Polk, Richardson, Rock, Saline Sarpy, Saunders, Seward, Sherman, Stanton, Thayer, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York

New Mexico

- A. Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Lincoln, Los Alamos, Mora, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia
- B. McKinley, Rio Arriba, San Juan
- C. Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Luna, Otero, Sierra
- D. Curry, Harding, Quay, Roosevelt, Union

North Dakota

- A. Billings, Bottineau, Burke, Divide, Dunn, Golden Valley, McHenry, McKenzie, McLean, Mercer, Mountrail, Pierce, Renville, Rolette, Ward, Williams
- B. Adams, Barnes, Benson, Bowman, Burleigh, Cass, Cavalier, Dickey, Eddy, Emmons, Foster, Grand Forks, Grant, Griggs, Hettinger, Kidder, La Moure, Logan, McIntosh, Morton, Nelson, Oliver, Pembina, Ramsey, Ransom, Richland, Sargent, Sheridan, Sioux, Slope, Stark, Steele, Stutsman, Towner, Traill, Walsh, Wells

Oklahoma

- A. Beaver, Cimarron, Texas
- B. Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Choctaw, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Haskell, Hughes, Jackson Jefferson, Johnston, Kay, Kingfisher, Kiowa, Latimer, Le Flore, Lincoln, Logan, Love, Major Marshall, McClain, McCurtain, McIntosh, Murray, Muskogee, Noble, Okfuskee, Oklahoma, Okmulgee, Pawnee, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Seminole, Sequoyah, Stephens, Tillman, Washita, Woods, Woodward
- C. Adair, Cherokee, Craig, Creek, Delaware, Mays, Nowata, Osage, Ottawa, Rogers, Tulsa, Wagoner, Washington

South Dakota

- A. Bennett, Butte, Custer, Fall River, Haakon, Harding, Jackson, Lawrence, Meade, Mellette, Pennington, Perkins, Shannon, Todd, Ziebach
- B. Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Corson, Davison, Day, Deuel, Dewey, Douglas, Edmunds, Faulk, Grant, Gregory, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Jones, Kingsbury, Lake, Lincoln, Lyman, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Stanley, Sully, Tripp, Turner, Union, Walworth, Yankton

Texas

- A. Bowie, Camp, Cass, Delta, Fannin, Franklin, Gregg, Harrison, Henderson, Hopkins, Hunt, Lamar, Marion, Morris, Panola, Rains, Red River, Rusk, Smith, Titus, Upshur, Van Zandt,
- B. Angelina, Cherokee, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler
- C. Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller
- D. Bosque, Brown, Collin, Comanche, Cooke, Dallas, Denton, Eastland, Ellis, Erath, Grayson, Hill, Hood, Jack, Johnson, Kaufman, Montague, Palo Pinto, Parker, Rockwall, Somervell, Stephens, Tarrant, Wise
- E. Anderson, Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Gillespie, Grimes, Hamilton, Hays, Houston, Lampasas, Lee, Leon, Limestone, Llano, Madison, Mason, McCulloch, McLennan, Milam, Mills, Navarro, Robertson, San Jacinto, San Saba, Travis, Trinity, Walker, Washington, Williamson
- F. Aransas, Austin, Bee, Brooks, Calhoun, Cameron, Colorado, DeWitt, Dimmit, Duval, Goliad, Hidalgo, Jackson, Jim Hogg, Jim Wells, Kenedy, Kleberg, La Salle, Lavaca, Live Oak, Matagorda, McMullen, Nueces, Refugio, San Patricio, Starr, Victoria, Webb, Wharton, Willacy, Zapata
- G. Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum

Texas

- H. Archer, Baylor, Clay, Foard, Hardeman, Knox, Wichita, Wilbarger
- I. Andrews, Borden, Callahan, Coke, Coleman, Concho, Crane, Crockett, Dawson, Ector, Fisher, Gaines, Glasscock, Haskell, Howard, Irion, Jones, Kimble, Martin, Menard, Midland, Mitchell, Nolan, Reagan, Runnels, Schleicher, Scurry, Shackelford, Sterling, Stonewall, Sutton, Taylor, Throckmorton, Tom Green, Upton, Ward, Winkler, Young
- J. Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Loving, Pecos, Presidio, Reeves, Terrell
- K. Atascosa, Bandera, Bexar, Comal, Edwards, Frio, Gonzales, Guadalupe, Kendall, Kerr, Karnes, Kinney, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zavala

Wyoming

- A. Big Horn, Park, Sheridan
- B. Lincoln, Sublette, Teton, Uinta
- C. Campbell, Carbon, Converse, Crook, Fremont, Hot Springs, Johnson, Natrona, Niobrara, Sweetwater, Washakie, Weston
- D. Albany, Goshen, Laramie, Platte

GASOLINES *

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Colorado</u>	A	OPIS Denver
	B	OPIS Four Corners
	C	OPIS Albuquerque, NM
<u>Kansas</u>	A	OPIS Scott City
	B	OPIS Kansas City
<u>Nebraska</u>	A	OPIS North Platte
	B	OPIS Omaha
<u>New Mexico</u>	A	OPIS Albuquerque
	B	OPIS Four Corners
	C	OPIS El Paso, TX
	D	OPIS Amarillo, TX
<u>North Dakota</u>	A	OPIS Minot
	B	OPIS Fargo
<u>Oklahoma</u>	A	OPIS Amarillo, TX
	B	OPIS Oklahoma City
	C	OPIS Tulsa
<u>South Dakota</u>	A	OPIS Rapid City
	B	OPIS Sioux Falls
<u>Texas</u>	A	OPIS Tyler
	B	OPIS Beaumont
	C	OPIS Houston
	D	OPIS Dallas Metro
	E	OPIS Austin
	F	OPIS Corpus Christi
	G	OPIS Amarillo
	H	OPIS Wichita Falls
	I	OPIS Abilene
	J	OPIS El Paso
	K	OPIS San Antonio
<u>Wyoming</u>	A	OPIS Billings, MT
	B	OPIS Salt Lake City, UT
	C	OPIS Casper
	D	OPIS Cheyenne

*** NOTES:**

CLEAR/OXYGENATED GASOLINE

a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.

b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.

d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.

f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

g) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.

h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

NO. 1 DISTILLATE LOW AND HIGH SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Colorado</u>	A	OPIS Denver Low Sulfur
	B	OPIS Four Corners Low Sulfur
	C	OPIS Albuquerque, NM Low Sulfur
<u>Kansas</u>	A	OPIS Scott City Low Sulfur
	B	OPIS Kansas City Low Sulfur
<u>Nebraska</u>	A	OPIS North Platte Low Sulfur
	B	OPIS Omaha Low Sulfur
<u>New Mexico</u>	A	OPIS Albuquerque Low Sulfur
	B	OPIS Four Corners Low Sulfur
	C	OPIS Albuquerque Low Sulfur
	D	OPIS Albuquerque Low Sulfur
<u>North Dakota</u>	A	OPIS Minot Low Sulfur
	B	OPIS Fargo Low Sulfur
<u>Oklahoma</u>	A	OPIS Oklahoma City Low Sulfur
	B	OPIS Oklahoma City Low Sulfur
	C	OPIS Tulsa Low Sulfur
<u>South Dakota</u>	A	OPIS Rapid City Low Sulfur
	B	OPIS Sioux Falls Low Sulfur
<u>Texas</u>	A	OPIS Tyler Low Sulfur
	B	OPIS Beaumont Low Sulfur
	C	OPIS Houston Low Sulfur
	D	OPIS Dallas Metro Low Sulfur
	E	OPIS Austin Low Sulfur
	F	OPIS Corpus Christi Low Sulfur
	G	OPIS Abilene Low Sulfur
	H	OPIS Abilene Low Sulfur
	I	OPIS Abilene Low Sulfur
	J	OPIS Midland/Odessa Low Sulfur
	K	OPIS San Antonio Low Sulfur
<u>Wyoming</u>	A	OPIS Billing, MT Low Sulfur
	B	OPIS Salt Lake City, UT Low Sulfur
	C	OPIS Casper Low Sulfur
	D	OPIS Cheyenne Low Sulfur

* NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No.1, LS1, HS1, DLW, LSW

NO. 2 DISTILLATE HIGH SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Colorado</u>	A	OPIS Denver
	B	OPIS Four Corners Low Sulfur
	C	OPIS Albuquerque, NM Low Sulfur
<u>Kansas</u>	A	OPIS Scott City Low Sulfur
	B	OPIS Kansas City
<u>Nebraska</u>	A	OPIS North Platte
	B	OPIS Omaha
<u>New Mexico</u>	A	OPIS Albuquerque Low Sulfur
	B	OPIS Four Corners Low Sulfur
	C	OPIS El Paso, TX
	D	OPIS Amarillo, TX
<u>North Dakota</u>	A	OPIS Minot Low Sulfur
	B	OPIS Fargo Low Sulfur
<u>Oklahoma</u>	A	OPIS Amarillo, TX
	B	OPIS Oklahoma City Low Sulfur
	C	OPIS Tulsa Low Sulfur
<u>South Dakota</u>	A	OPIS Rapid City Low Sulfur
	B	OPIS Sioux Falls Low Sulfur
<u>Texas</u>	A	OPIS Tyler
	B	OPIS Beaumont Low Sulfur
	C	OPIS Houston
	D	OPIS Dallas Low Sulfur
	E	OPIS Austin Low Sulfur
	F	OPIS Corpus Christi
	G	OPIS Amarillo
	H	OPIS Wichita Falls Low Sulfur
	I	OPIS Abilene Low Sulfur
	J	OPIS El Paso
	K	OPIS San Antonio
<u>Wyoming</u>	A	OPIS Billings, MT Low Sulfur
	B	OPIS Salt Lake City, UT
	C	OPIS Casper Low Sulfur
	D	OPIS Cheyenne Low Sulfur

* NOTE: Applies to DF2, Burner Oil No.2, HS2

NO. 2 DISTILLATE LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Colorado</u>	A	OPIS Denver
	B	OPIS Four Corners
	C	OPIS Albuquerque, NM
<u>Kansas</u>	A	OPIS Scott City
	B	OPIS Kansas City
<u>Nebraska</u>	A	OPIS North Platte
	B	OPIS Omaha
<u>New Mexico</u>	A	OPIS Albuquerque
	B	OPIS Four Corners
	C	OPIS El Paso, TX
	D	OPIS Amarillo, TX
<u>North Dakota</u>	A	OPIS Minot
	B	OPIS Fargo
<u>Oklahoma</u>	A	OPIS Amarillo, TX
	B	OPIS Oklahoma City
	C	OPIS Tulsa
<u>South Dakota</u>	A	OPIS Rapid City
	B	OPIS Sioux Falls
<u>Texas</u>	A	OPIS Tyler
	B	OPIS Beaumont
	C	OPIS Houston
	D	OPIS Dallas
	E	OPIS Austin
	F	OPIS Corpus Christi
	G	OPIS Amarillo
	H	OPIS Wichita Falls
	I	OPIS Abilene
	J	OPIS El Paso
	K	OPIS San Antonio
<u>Wyoming</u>	A	OPIS Billings, MT
	B	OPIS Salt Lake City, UT
	C	OPIS Casper
	D	OPIS Cheyenne

* NOTE: Applies to DL2, DLS, LS2, LSS

(DESC 52.216-9F27)

C16.69 SPECIFICATIONS (DFSC OCT 1996)

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. 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 which complies with the more stringent requirement. Product which 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 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.** ASTM D 4814 (Latest Revision) applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) 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.

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) 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.

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

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

In accordance with Executive Order 12261 of 5 January 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. CID A-A-52530 dated 10 October 1995 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

C16.69 Cont'd

(1) 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) 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.** ASTM D 4814 (Latest Revision) applies, 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 16 February 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) 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) Blending of permissible oxygenate into 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 CONTRACT OF 0.05 WEIGHT PERCENT.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.**

Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

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>
9140-00-000-0184	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

C16.69 Cont'd

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>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975, except as noted below.

(A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term (18-25 months) periods of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million (ppm) may be added to the fuel.

(C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, or 5342.

(ii) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

(B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(iii) 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 non-taxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM Specification D 975 (Latest Revision), as 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>
9140-01-398-0697	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	0.05wt%	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>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

C16.69 Cont'd

(i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.

(ii) The 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 fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(3) **APPLICABLE TO ALL GRADES.** Blending of 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 by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DFSC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10⁰F (-12⁰C). 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.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel fuel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 (Latest Revision) applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>
9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4(Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5(Light)
9140-00-247-4359	Fuel Oil, Burner 5(Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

(1) Refer to the Schedule of the maximum allowable sulfur content for 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) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>ALLOWABLE MAXIMUM CONSTITUENT/PROPERTY</u>		<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>LEVEL</u>
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3.	Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4.	Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100 ⁰ F (38 ⁰ C) min

C16.69 Cont'd

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.
- (3) 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.
- (4) 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 PRIOR TO AWARD.

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: DFSC-IT, ROOM 2834
DEFENSE FUEL SUPPLY CENTER
8725 JOHN J. KINGMAN RD., SUITE 4950
FORT BELVOIR, VA 22060-6222

Offeror's EPA Identification Number: _____

C16.69 Cont'd

(5) 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.

(6) 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.

(f) **KEROSENE.** ASTM D 3699 (Latest Revision) applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>SULFUR CONTENT</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	0.30 wt% max.
9140-01-292-4460	Kerosene, Grade No. 1-K	0.04 wt% max.

C16.69-6 SPECIFICATIONS (CONT'D) (REGION 6) (DESC AUG 1994)

(a) **GASOLINE OXYGENATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The requirements for oxygenated gasoline shown below are based on information published by the Environmental Protection Agency (EPA) in the Federal Register dated November 6, 1991 and by the Texas Air Control Board and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract period.

<u>MINIMUM LOCATION OXYGEN CONTENT</u>	<u>PERIOD</u>
COLORADO COUNTIES 2.7 Wt%	1 Nov - 29 Feb
Larimar, Boulder, Douglas Denver, Weld, Adams, Arapahoe, Jefferson, El Paso	
NEW MEXICO 2.7 Wt%	1 Nov - 29 Feb
Bernalillo County	
TEXAS 2.7 Wt%	1 Oct - 31 Mar
El Paso, El Paso County	

C16.69-6 Cont'd

(b) **GASOLINE REFORMULATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to Federal regulations for oxygen content. The requirements compiled below are based on information published by the EPA in the Federal Register dated February 16, 1994 and the Texas Air Control Board. These requirements reflect the impact of Federal and State regulations and are subject to change before or during the contract performance period.

<u>MINIMUM</u> <u>LOCATION</u> <u>OXYGEN CONTENT</u>	<u>PERIOD</u>
TEXAS COUNTIES 2.0 Wt%	Year Round
Chambers, Collin, Dallas Denton, Fort Bend, Galveston, Harris, Liberty, Montgomery, Tarrant, Waller	

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(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 do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DFSC JUN 1997)

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

F3.03 Cont'd

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

Name, Address, and Phone Number
of Transportation Company State(s) in which transporter
is authorized to operate

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

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

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

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

G9.06 Cont'd

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DFSC OCT 1997)

(a) This clause does not apply to orders for Federal Civilian Agency deliveries.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:

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

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

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

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

G9.07 Cont'd

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

(DO NOT EXCEED 153 CHARACTERS)

OR

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

(DO NOT EXCEED 153 CHARACTERS)

(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 15 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 CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

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

(1) The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

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

(3) The Third Party Information supplied in (d) 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.

I237.03 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994)

(a) **DEFINITIONS.**

(1) **Historically black colleges and universities**, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before 14 November 1986.

(2) **Minority institutions**, as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(3) **Small disadvantaged business concern**, as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

(4) **United States**, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(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 small disadvantaged business concerns, which have not waived the preference;
(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The 10 percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the 10 percent factor. The 10 percent factor will not be applied if using the preference would cause the contract award to be made at a price that exceeds the fair market price by more than 10 percent.

(c) **WAIVER OF EVALUATION PREFERENCE.** A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the 10 percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers that waive the preference.

[] Offeror elects to waive the preference.

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, 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 performance will be spent for employees of the concern.

(ii) 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.

(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.

I237.03 Cont'd

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by **small business concerns**, historically black colleges or universities, or minority institutions in the United States.

(3) Upon request, a historically black college or university, or minority institution offeror will provide the Contracting Officer evidence that is has been determined to be an HBCU or MI by the Secretary of Education.

(DFARS 252.219-7006/ALT I)

K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997)(DEVIATION)

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

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

(2) **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.

(3) **Small disadvantaged business concern** means a small business concern that--

(i) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 CFR Part 124.

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

(i) Which 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.

(5) **Women-owned business concern** means a concern which 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.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **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, state, or local government;

Other. State basis. _____

K1.01-2 Cont'd

(ii) **CORPORATE STATUS.**

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name_____

TIN_____

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

(1) **SMALL BUSINESS CONCERN.** The offeror represents that it--

is

is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

is

is not

a small disadvantaged business concern.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

is

is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

is

is not

a woman owned business concern.

K1.01-2 Cont'd

(5) **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.

(6) **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

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

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

- (i) It--
 - has
 - has not

K1.01-2 Cont'd

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- has
- has not

filed all required compliance reports.

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

(i) It--

- has developed and has on file
- has not developed and does not have on file

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

(ii) It--

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

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

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

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

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

(Insert line item no.)

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

(Insert line item no.)

(Insert country of origin)

K1.01-2 Cont'd

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

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

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

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

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

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

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

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

(LIST AS NECESSARY)

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

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

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

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

(Insert line item number)

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

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

K1.01-2 Cont'd

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

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

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

(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.

FAR 52.212-3)

**K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
(CONT'D) (DFSC MAY 1997)**

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

(a) The representation in (b) below concerning the offeror's manufacturing source applies to small business set-aside line items and SDB evaluation preference line items only. To be eligible for either of these, the representation 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. Failure to hereby so state below and failure to submit same with the offeror may render the offer ineligible for award in either of these types of programs.

(b) 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.

**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 which 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)

**K1.06 CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM
(DUNS) NUMBER (DEC 1996)**

(a) **Contractor Identification Number**, as used in this provision, means **Data Universal Numbering System (DUNS) number**, which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "**DUNS**" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information.

(1) Company name

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

K1.06 Cont'd

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfor@dbisma.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Fuel Supply Center (DFSC) may utilize EDI for certain documents in contracts awarded under this solicitation. DFSC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DFSC and the Contractor will enter into a TPA.

(c) A check in this block indicates that the Contractor has already entered into a TPA with DFSC.

(d) Upon submission of the following data, DFSC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

K5 Cont'd

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DFSC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DFSC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DFSC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

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

(a) FACSIMILE INVOICING.

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

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

[] YES [] NO

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

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

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

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

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

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

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

[] YES [] NO

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

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (SEP 1994)**

(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, 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) (DFSC JUN 1997)**

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

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

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

L117 Cont'd

(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

BASE REFERENCE PRICES FOR 04 MAY 1998

ITEM	CODE	LOCATION	STATE	GALLONS	BAS REF
C40	681	LEAVENWORTH	KS	120,000	0.5021
146	12	MEAD	NE	75,000	0.5641
E53	24/28	DEMING	NM	253,000	0.5252
E65	46	GALLUP	NM	88,000	0.6033
F40	24/28	RAMAH	NM	36,000	0.5462
F40	67	RAMAH	NM	19,500	0.6286
F40	68	RAMAH	NM	60,000	0.5531
875	342	MINOT AFB	ND	150,000	0.5382
G80	24/28	ROSEGLEN	ND	60,000	0.5633
G80	461	ROSEGLEN	ND	30,000	0.5382
G80	68	ROSEGLEN	ND	30,000	0.5382
L11	24/28	AMERICAN DAM	TX	36,000	0.5252
L15	24/28	AMISTAD VILLAGE	TX	54,000	0.4905
600	24/28	CORPUS CHRISTI	TX	504,000	0.4836
931	13A	DYESS AFB	TX	320,000	0.5003
L88	68	FORT HANCOCK	TX	72,000	0.5383
366	13A	KILLEEN	TX	300,000	0.462
405	13	SAN ANTONIO	TX	30,000	0.4581
431	13A	TEXARKANA	TX	596,000	0.4737
970	24/28	FRANCIS E. WARREN AFB	WY	768,000	0.5672
N70	67	MIDWEST	WY	68,000	0.7105
N70	68	MIDWEST	WY	92,000	0.6071
N80	24/28	MOOSE	WY	150,000	0.6016
N80	46	MOOSE	WY	135,000	0.5799
N80	67	MOOSE	WY	90,000	0.7043
N80	68	MOOSE	WY	30,000	0.6118

**F.O.B.
DESTINATION**

DATA SHEET

SP0600-98-B-6001

FOR THE EVALUATION PREFERENCE
To be completed by SDBs only
and in accordance with Clause I174.01.
(For DoD Items Only)

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

COMPANY NAME:	BASE REFERENCE DATE (SEE CLAUSE B19.19): May 4, 1998
---------------	--

BIDDER CODE:	CAGE CODE:
--------------	------------

- ° Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ° Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- ° Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

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

ITEM NO.	BID PRICE (\$ PER GAL) (SEE CL L44)	DISCOUNT % PER CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DFSC Form 2.16 (For Domestic IFBs)
Jan 93. Supersedes May 91 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

PART III - SUBCONTRACTING PLAN MANAGEMENT:

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

- A. Contractor will assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation for bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- B. Contractor will make reasonable effort to give all small, small disadvantaged and women-owned small business concerns an opportunity to compete over a period of time, where lists of potential subcontractors are excessively long.
- C. Contractor will provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.
- E. Contractor will provide notice to subcontractors concerning penalties for misrepresentation of business status as small, small disadvantaged and women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Plan.
- F. Contractor will ensure that the clause entitled "Utilization of Small , Small Disadvantaged and Women-Owned Small Business Concerns" (Latest Revision) contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- G. Contractor will cooperate in any studies or surveys as may be required.
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms.
- J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295.
- K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan:
 - 1. Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns;
 - 2. Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns;
 - 3. For each subcontract solicitation resulting in an award of more than \$100,000 --
 - a. Indication whether small business concerns were solicited, and if not, why not;
 - b. Indication whether small disadvantaged concerns were solicited, and if not, why not;
 - c. Indication whether women-owned small business concerns were solicited, and if not, why not;
 - d. If applicable, the reason award was not made to a small business concern;
 - 4. Any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.
 - 5. Internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements.
 - 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor.

PART IV OFFEROR'S SIGNATURE:

TYPED NAME
TITLE

DATE

PART V DETERMINATION OF ADEQUACY/APPROVAL:

CONCURRENCE WITH DETERMINATION:

(If nonconcurrence, see attached rationale)

DFSC DU _____ DATE

DFSC G _____ DATE

Check if determined INADEQUATE.
(Rationale and areas requiring revision attached.)

Contracting Officer _____ Date _____

Division Chief _____ Date _____
(Approval required for "zero" goal)

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE
(See Instructions on Reverse)

*Form Approved
 OMB No. 0704-0225
 Expires Apr 30, 1995*

Public reporting burden for this collection of information is estimated to average 7 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Paperwork Reduction Project (0704-0225), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to address on reverse.

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. TYPE A	a. CAO		
b. TYPE F	b. ADP		

2. INITIATOR

a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.
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SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM

a. NAME (Include Branch of, Division of, etc.)	b. ADDRESS (Street, City, State and Zip Code)
c. CAGE CODE (If previously assigned)	

2. IF FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)

3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)

a. NONE
b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)

4. PRIMARY BUSINESS CATEGORY (X one)	a. MANUFACTURER	5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	6. NUMBER OF EMPLOYEES	
	b. DEALER/DISTRIBUTOR			
	c. CONSTRUCTION FIRM			
	d. SERVICE COMPANY			
	e. SALES OFFICE			
	f. OTHER (Specify)			
	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(e) PROGRAM	7. WOMAN OWNED BUSINESS (X one)		
	b. OTHER DISADVANTAGED SMALL BUSINESS FIRM		a. YES	b. NO
	c. NOT DISADVANTAGED SMALL BUSINESS FIRM		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)	
		a. PRIMARY		
		b. OTHER (Specify)		

9. REMARKS

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.
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