

OFFEROR SUBMISSION PACKAGE

FOR

**GASOLINES, DISTILLATES, AND JET FUELS IN THE STATE OF
ALASKA**

SOLICITATION NUMBER: SP0600-04-R-0107

THE ENCLOSED SOLICITATION COVERS THE PERIOD:

1 OCTOBER 2004 THROUGH 30 SEPTEMBER 2007

INSTRUCTIONS:

1. **The original and one (1) copy of this Certification Package must be returned to this office as your offer.** All documents to be completed and returned are contained in this Certification Package. Please retain the complete solicitation, as well as a copy of your completed Certification Package, for your records.

Standard Form 1449 (SF1449), Solicitation/Contract/Order for Commercial Items

All Applicable Fill-In Clauses

Offeror Pricing Sheets

Contractor Performance Data Sheet

Posting History Worksheet

Please type or write legibly in the blank spaces provided then FAX ONLY the entire OFFER SUBMISSION PACKAGE (OSP), the Signed SF1449, and all Attachments.

2. Be sure to check your offered prices for accuracy and legibility prior to submission. Initial all changes, and sign and date the SF 1449 in ink.
3. Facsimile proposals may be submitted in accordance with Clause **FACSIMILE PROPOSALS**.
4. By submission of this package, you are stating that all terms and conditions of the solicitation are accepted and apply to your offer, UNLESS clearly stated herein.

ALL OFFERS MUST BE SENT TO THE FOLLOWING ADDRESS:

**ATTN: OFFER CUSTODIAN, DESC-PLC, RM 3821
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD STE 4950
FT BELVOIR VA 22060-6222**

Offers must be received by DESC no later than
20 July 2004, 3:00 PM, local time, Ft. Belvoir VA

FACSIMILE OFFERS ARE PERMITTED. DESC OFFER CUSTODIAN FAX # IS **(703) 767-8506**

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(JAN 2004/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.

(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;

K1.01-10 (CONT'D)

(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.

(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.

K1.01-10 (CONT'D)

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

- is
 is not

a woman-owned small business concern.

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

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

- is

a women owned business concern.

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

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the 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).

K1.01-10 (CONT'D)

(Check one of the following:)

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

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

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

(A) It--

- is
- is not

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

(B) It--

- has
- has not

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

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

K1.01-10 (CONT'D)

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

- is
 is not

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

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

(i) It--

- is
 is not

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

(ii) It--

- is
 is not

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

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

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

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

K1.01-10 (CONT'D)

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

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

(i) It--

has

has not

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

(ii) It--

has

has not

filed all required compliance reports.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

(ii) It--

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

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).

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

(f) TRADE AGREEMENTS CERTIFICATE (JAN 2004) (DFARS 252.225-7020). **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

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

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

(Insert line item no.)

(Insert country of origin)

K1.01-10 (CONT'D)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035).** (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

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

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

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement 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 products:

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

(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.

K1.01-10 (CONT'D)

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

(1) List End Product.

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

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

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

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

(FAR 52.212-3/Alternates I/II)

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)

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

(DESC FEB 1999)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

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

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

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

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

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

all

not all

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

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

all

not all

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

(DESC 52.212-9F35)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

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

(DESC 52.215-9F28)

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)

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

(1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.

(2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

(3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

(4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) **Exceptions.**

(i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

(ii) If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

L2.01-1 (CONT'D)**(b) PAST PERFORMANCE SUBMISSION.**

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment 1) and submit a separate description of any past efforts to subcontract with small businesses, veteran-owned small business, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses identifying highly successful efforts or any regulatory or subcontracting plan noncompliance. The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last **TWO** years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

(2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

(c) **SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, VETERAN-OWNED SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES).** The offeror must provide a description of its efforts to ensure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equal opportunity to compete for subcontracts under any resultant contract. The description should include any partnering arrangements with such companies and include specific names to the extent they are known.

(DESC 52.215-9F80)

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

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

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

_____.

(2) Rate for detention beyond free time: _____.

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

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

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

(DESC 52.247-9FK1)

F16.04 BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC JUN 2004)

For items calling for delivery f.o.b. destination by barge (the term **barge** shall include tug with barge tow and self-propelled barges)--

(a) **ORDERING PROCESS.** Ordered supplies shall be delivered, all transportation charges paid (to include wharfage fees for public docks), to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under this contract calling for delivery f.o.b. destination by barge will be furnished to the Contractor at least 15 days, plus the normal barge running time from point of loading to destination, in advance of the date on which delivery is to be made, which date will be referred to as the **scheduled delivery date**. Each order will specify the quantity to be delivered and the scheduled delivery date.

(b) **SCHEDULED DELIVERY DATE.** Unless otherwise stated in the Contractor's offer and award document, the Contractor shall deliver ordered supplies during the delivery window specified in the Schedule. At least 45 days prior to the first day of the delivery window, the Contractor shall provide a projected barge schedule/arrival date to the Ordering Officer in order to coordinate deliveries between the Contractor and the receiving activity. Updates to the projected barge schedule/arrival date shall be provided to the Ordering Officer as soon as the Contractor is aware of a change. The scheduled delivery date can only be changed with the approval of the Ordering Officer. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will remain in force.

F16.04 (CONT'D)

(c) **EXPECTED TIME OF ARRIVAL.** The Contractor shall issue a first notice to the point of contact listed on the delivery order a minimum of one week prior to the expected date and time of arrival. A second notice shall be issued 48 hours prior to the expected date and time of arrival and a third notice shall be issued 24 hours prior to the expected date and time of arrival. If the point of contact cannot be reached at any time, the Contractor shall notify the Ordering Officer. The Contractor shall retain a record of each failed notification.

(d) **NOTICE OF READINESS.** Not later than 3 hours after receipt of notice by the receiving activity from the Master or Mate of a barge of their readiness to unload, the Government shall provide, free of cost, a reachable safe berth for the barge to be afloat at all times at the unloading port. If the berth is at a public dock, the Contractor is responsible for making all necessary arrangements for use of the dock, including payment of any costs. If the Contractor should fail to issue the required notice of readiness by the end of the scheduled delivery date, the Government shall be allowed up to 12 hours after receipt of any subsequent notice of readiness in order to prepare for unloading, whether at a Government or public dock.

e) **LAYTIME.**

(1) Unless otherwise provided in the Schedule, the Government shall be allowed a minimum of 24 hours laytime to complete each delivery.

(2) Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (d) above, or

(ii) When the barge has completed mooring at the berth, whichever occurs first.

(3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until unloading of the barge is completed and the barge has been released by the Government representative.

NOTE: For aviation fuel line items, the laytime cited in the Schedule includes an additional 4 hours to allow for sampling and testing of the cargo by the receiving activity.

(f) **LAYTIME ADJUSTMENTS.**

(1) When the barge is delayed in reaching its berth within 3 hours from the time the notice of readiness to unload is received and the delay is caused by the barge, the laytime shall be increased by the duration of such delay.

(2) Any delay after commencement of laytime attributable to the barge shall increase the laytime by the amount of time equal to such delay.

(3) If the regulations of the owner or operator of the barge delay the unloading for any reason, time lost shall be added to the laytime.

(4) When Port Authority regulations delay the arrival of the barge at its berth, beyond the allowed 3 hours, or delays the unloading itself, and the delay is neither the fault of the Government nor the Contractor, time lost shall only increase the laytime by half the delay.

(5) Any circumstance that delays the arrival of the barge at its berth, beyond the allowed 3 hours, or delays the unloading of the barge, is beyond the control of the Contractor or the Government, will result in an increase in the laytime by half the amount of the delay.

(6) When a delay attributable to the Government causes the laytime to be exceeded, the Contractor may bill the Government for demurrage, in accordance with paragraph (k) below, for all the time outside the allowed laytime, up to the duration of the delay. When demurrage is billed, evidence of the Government's delay and cause must be provided to the Ordering Officer.

(7) In the event of breakdown of the barge's equipment, which would delay unloading for at least two hours, the Contractor shall be required to remove the barge from the Government berth, unless the Government grants permission for the barge to remain. When the Government grants permission for the barge to remain, the Contractor shall be responsible for reimbursing the Government for any costs it incurs as a result of allowing the barge to remain at the berth during repairs. In such cases, and in cases where the breakdown occurs at a public dock, the laytime shall be increased by the amount of time the barge was not unloading due to the breakdown and repair.

(g) **EQUIPMENT.** All equipment necessary to deliver the product into the Government receiving line/tank shall be provided by the Contractor.

(h) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the flange of the Government receiving line.

(i) **PERMITS.** The Contractor is responsible for obtaining at its own cost all such permits and licenses from proper operating authorities as may be required to make delivery of the product(s) to be furnished under this contract.

(j) **DOCUMENTATION.**

(1) Receipt of product shall be recorded on a Government receiving document DD Form 250-1 for DoD activities. For other than DoD activities, receipt of product shall be recorded on the Contractor's invoice.

(2) Government personnel shall not sign the receiving documentation until all fuel has been delivered into the final tankage. If multiple deliveries are anticipated, the Contractor shall state such multiple deliveries in its proposed delivery schedule submitted to the Ordering Officer. Separate orders may be issued for each multiple delivery as determined by the Ordering Officer.

F16.04 (CONT'D)

(k) DEMURRAGE RATES.

(1) The demurrage rate payable per hour by the Government for the detainment of the Contractor's barge, beyond the allowed laytime specified in paragraphs (e) and (f) above, shall be as indicated for each line item. Should the offeror fail to indicate a demurrage rate for a line item(s), demurrage charges shall not be applicable to that line item(s).

<u>LINE ITEM</u>	<u>DEMURRAGE RATE (PER HOUR)</u>		
	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will pay only the actual demurrage rate charged by the barge carrier or the actual demurrage rate the Contractor normally charges its regular commercial customers, whichever is lower.

(DESC 52.247-9FF6)

F29 CONTRACTOR ORDERING AGENTS (ALASKA) (DESC MAY 1992)

When supplies are required in the vicinity of the locations listed below, orders shall be placed with the listed Contractor agents. All other orders placed hereunder shall be directed to the prime Contractor indicated on the cover sheet.

<u>LOCATION OR ITEM NO.</u>	<u>CONTRACTOR AGENT'S NAME AND ADDRESS</u>
-----------------------------	--

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

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

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

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

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

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

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

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

G9.07 (CONT'D)

(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, intended for providing the second bank name, city/state/country, account number, and account name.

(DO NOT EXCEED 153 CHARACTERS)

(d) **CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

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

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

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

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

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

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

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

(DESC 52.232-9FJ1)

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

(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;

I240.01 (CONT'D)

- (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)

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

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

- (a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.
- (b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.
- (c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

(DESC 52.247-9F60)

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

SP0600-04-R-0107

COMPANY NAME:		BASE REFERENCE DATE: JUNE 7, 2004
BIDDER CODE:	CAGE CODE:	DISCOUNT PERCENTAGE: ____ % PER ____ DAYS

- a. Offer price shall exclude Federal Excise Taxes (FET). FET if applicable will be included on vendor's invoice as a separate item.
- b. Offer price shall include all State/Local Taxes and Fees that the Government is NOT exempt from paying.
- c. Please reference clauses I28.01, I28.02-2 and I28.03-2 for a thorough understanding of taxes and fees.
- d. 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)	D. STATE/LOCAL TAXES AND FEES "\$ PRICE PER GALLON INCLUDED IN OFFER PRICE" (LIST EACH SEPARATELY) (DESCRIPTION) (\$ PRICE PER GL)

**PRICE DATA SHEET
FOR THE PRICE EVALUATION ADJUSTMENT (PEA)**

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 PEA 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 PEA.

COMPANY NAME:	BASE REFERENCE DATE: JUNE 7, 2004
---------------	--

BIDDER CODE:	CAGE CODE:	DISCOUNT PERCENTAGE: _____ % PER _____ DAYS
--------------	------------	--

- a. Offer price shall exclude Federal Excise Taxes (FET). FET if applicable will be included on vendor's invoice as a separate item.
- b. Offer price shall include all State/Local Taxes and Fees that the Government is NOT exempt from paying.
- c. Please reference clauses I28.01, I28.02-2 and I28.03-2 for a thorough understanding of taxes and fees.
- d. 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 NO.	OFFER PRICE (\$ PER GAL)	STATE/LOCAL TAXES AND FEES "\$ PRICE PER GAL INCLUDED IN OFFER PRICE" (LIST EACH SEPARATELY) (TAX/FEE) (\$ PRICE PER GL)	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)

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed two 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)

POSTING HISTORY INSTRUCTIONS

A. Clause B19.27 ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE (ALASKA/HAWAII), permits the contractor to select postings as reference prices. The posting must be a catalog or market price that will be verifiable by the U.S. Government prior to acceptance. In order to verify that the posting you selected meets these requirements, please provide the following information with your offer. **Please provide the information separately for each product and posting used.**

1. Posting History – Request your company submit a one (1) year posing history, for each line item/product offered using a different posting, on the attached worksheet contained in the Offeror Submission Package. The one year posting history shall encompass a full year with the last month history including the base reference date.
2. To facilitate the evaluation and approval process for the award price, each price history should show average weighted monthly prices. Prices are to be weighted by the number of calendar days in each month that a price is in effect. The sum total on the “weightings” shall be divided by the number of days in the month.
3. Example:

Price Changes Effective: April 1, 2000	\$.5000
April 15, 2000	\$.4700
April 25, 2000	\$.4800

The average weighted montly price for April 2000 would be computed as follows:

April 1-14	14 days x \$.5000	\$7.00
April 15-24	10 days x \$.4700	\$4.70
April 25-30	<u>6 days x \$.4800</u>	<u>\$2.88</u>
Total	30 days x (in April)	\$14.58 divided by 30 days

The weighted average price for April 2000 is \$.4860.

B. Request the attached Posting History Worksheet on the next page be completed with weighted average postings by month for each product and line item offered, that will use a different posting.

POSTING HISTORY WORKSHEET

TO BE COMPLETED FOR EACH DIFFERENT POSTING OR PUBLICATION PROPOSED BY OFFEROR

A. NAME OF OFFEROR: _____

B. PRODUCT AND DELIVERY LOCATION: _____

C. COMPANY POSTING: _____

D. LOCATION WHERE POSTING IS APPLICABLE: _____

E: PLEASE PROVIDE ONE YEAR'S WORTH OF DATA FOR **MONTHLY AVERAGE** PRICES WITH THE BASE REFERENCE DATE OF MONDAY, JUNE 7, 2004, BEING THE LATEST AVERAGE PRICE AVAILABLE:

June 2003 _____ (month/year & days per month)	\$ _____	December 2003 _____ (month/year & days per month)	\$ _____
July 2003 _____ (month/year & days per month)	\$ _____	January 2004 _____ (month/year & days per month)	\$ _____
August 2003 _____ (month/year & days per month)	\$ _____	February 2004 _____ (month/year & days per month)	\$ _____
September 2003 _____ (month/year & days per month)	\$ _____	March 2004 _____ (month/year & days per month)	\$ _____
October 2003 _____ (month/year & days per month)	\$ _____	April 2004 _____ (month/year & days per month)	\$ _____
November 2003 _____ (month/year & days per month)	\$ _____	May 2004 _____ (month/year & days per month) (Which shall encompass the base reference date)	\$ _____

REFERENCE PRICE DESCRIPTION:

- (1) BASE REFERENCE DATE: MONDAY, JUNE 7, 2004
(COMPLETED BY THE U.S. GOVERNMENT)
- (2) POSTED OR PUBLISHED PRICE IN EFFECT ON ABOVE BASE REFERENCE DATE
(EXCLUSIVE OF ALL TAXES): \$ _____
- (3) CITY OR LOCATION WHERE SUCH POSTED OR PUBLISHED PRICE APPLIES:

- (4) METHOD OF DELIVERY APPLICABLE TO THE POSTED OR PUBLISHED PRICE:

POSTING HISTORY WORKSHEET

(5) COMPANY POSTING OR PUBLICATION PUBLISHING SUCH PRICE:

(6) METHOD OF OBTAINING ABOVE POSTING OR PUBLICATION:

(7) LINE ITEM AND PRODUCT TO WHICH SUCH POSTED OR PUBLISHED PRICE APPLIES:

BASE REFERENCE PRICES AS OF 07 JUNE 2004				
<u>Line Item</u>	<u>Location</u>	<u>Quantity</u>	<u>Base Reference Price</u>	<u>Market Area</u>
001-58	BETHEL	270,000	\$118.55	B
006-241/281	FT. RICHARDSON	27,000	\$177.58	C
006-242/282	FT. RICHARDSON	400,000	\$177.58	C
006-58	FT. RICHARDSON	310,000	\$118.55	C
006-581	FT. RICHARDSON	14,000	\$118.55	C
011-24/28	FT. GREELY	125,000	\$177.58	B
011-58	FT. GREELY	7,200,000	\$118.55	B
012-90	FT. GREELY	72,000	\$1.124375	B
014-24/28	FT. WAINWRIGHT	225,000	\$177.58	B
014-58	FT. WAINWRIGHT	246,000	\$118.55	B
014-581	FT. WAINWRIGHT	1,627,500	\$118.55	B
014-582	FT. WAINWRIGHT	175,000	\$118.55	B
016-58	JUNEAU	30,000	\$114.13	A
026-58	NOME	150,000	\$118.55	B
031-58	SEWARD	40,000	\$118.55	B
505-34	KETCHIKAN	60,000	\$149.67	B
750-24	ANCHORAGE	90,000	\$177.58	B
751-24/28	CAPE ROMANZOF	6,000	\$177.58	B
751-58	CAPE ROMANZOF	510,000	\$118.55	B
752-58	BULLEN POINT	60,000	\$118.55	B
753-24/28	CAPE LISBURNE	6,000	\$177.58	C
753-58	CAPE LISBURNE	549,200	\$118.55	C
754-24/28	CAPE NEWENHAM	6,000	\$177.58	B
754-58	CAPE NEWENHAM	440,000	\$118.55	B
755-28	CLEAR AFS	120,000	\$177.58	B
755-58	CLEAR AFS	392,700	\$118.55	B
756-58	POINT BARROW	14,700	\$118.55	C
757-58	BARTER ISLAND	106,700	\$118.55	C
758-58	COLD BAY	4,000	\$118.55	C
760-24/28	EIELSON AFB	577,500	\$177.58	B
760-281	EIELSON AFB	2,000	\$177.58	B
760-58	EIELSON AFB	707,500	\$118.55	B
760-581	EIELSON AFB	750,000	\$118.55	B
760-582	EIELSON AFB	325,000	\$118.55	B
760-583	EIELSON AFB	330,000	\$118.55	B
765-24/28	ELMENDORF AFB	487,500	\$177.58	C
765-249/289	ELMENDORF AFB	487,500	\$177.58	C
765-90	ELMENDORF AFB	2,700,000	\$1.124375	C
770-58	FORT YUKON	360,000	\$118.55	B
774-90	KING SALMON	3,000,000	\$1.124375	C
775-24/28	KING SALMON AIRPORT	75,000	\$177.58	C
776-58	KOTZEBUE	1,600	\$118.55	C
777-58	OLIKTOK	135,200	\$118.55	C
778-24/28	TATALINA	6,000	\$177.58	B
778-58	TATALINA	444,000	\$118.55	B
780-24/28	GALENA AFS	55,000	\$177.58	B
785-58	INDIAN MOUNTAIN AFS	458,200	\$118.55	B
786-58	MURPHYS DOME	1,100	\$118.55	B
787-58	POINT LONELY	50,000	\$118.55	B
790-58	SPARREVOHN	432,000	\$118.55	B

BASE REFERENCE PRICES AS OF 07 JUNE 2004				
795-28	SHEMYA	30,000	\$177.58	B
795-90	SHEMYA	12,900,000	\$1.124375	B
800-24/28	TIN CITY	6,000	\$177.58	B
800-58	TIN CITY	689,200	\$118.55	B
825-58	WAINWRIGHT	60,000	\$118.55	C
A20-34	ATTU	790,000	\$149.67	B
D13-704	KODIAK	3,990,000	\$149.67	C
500-27	KETCHIKAN	60,000	\$163.88	A
500-28	KETCHIKAN	18,000	\$158.55	A
500-34	KETCHIKAN	150,000	\$131.95	A
501-34	ANNETTE ISLAND	600,000	\$131.95	A
A25-69	PORT CLARENCE	810,000	\$149.67	B
A35-70	ST. PAUL ISLAND	48,000	\$149.67	B
B05-24/28	ANCHORAGE	60,000	\$177.58	C
B05-67	ANCHORAGE	24,000	\$132.65	ALL
B10-88	BREVIS MISSION	10,500	\$132.65	ALL
B11-69	AUKE BAY	90,000	\$131.95	A
B12-46	AUKE BAY	7,500	\$131.95	A
B15-24/28	BUCKLAND	105,000	\$177.58	C
B15-88	BUCKLAND	150,000	\$132.65	ALL
B16-24/28	BARTLETT COVE	60,000	\$177.58	B
B16-43	BARTLETT COVE	100,000	\$149.67	B
B16-46	BARTLETT COVE	300,000	\$149.67	B
B21-43	BETHEL	163,500	\$149.67	B
B25-69	CORNER BAY	45,000	\$131.95	A
B26-43	BETHEL	125,000	\$149.67	B
B40-88	DIOMEDE	174,000	\$132.65	ALL
B45-69	FALSE ISLAND	30,000	\$131.95	A
B46-43	BETTLES	33,000	\$149.67	B
B47-67	BIORKA ISLAND	120,000	\$132.65	ALL
B47-68	BIORKA ISLAND	120,000	\$132.65	ALL
B47-70	BIORKA ISLAND	120,000	\$132.65	ALL
B48-69	CAPE HINCHINBROOK	15,000	\$149.67	B
B49-70	CAPE YAKATAGA	60,000	\$149.67	B
B50-88	GAMBELL	76,500	\$132.65	ALL
B54-70	COGHLAN ISLAND	10,000	\$149.67	B
B55-24/28	GOODNEWS BAY	90,000	\$177.58	B
B55-88	GOODNEWS BAY	90,000	\$132.65	ALL
B56-69	COLD BAY	66,000	\$149.67	C
B61-43	CORDOVA	60,000	\$149.67	B
B66-461	CORDOVA	66,000	\$149.67	B
B66-462	CORDOVA	57,000	\$149.67	B
B70-88	KIANA	270,000	\$132.65	ALL
B71-28	CRAIG	27,000	\$177.58	B
B71-43	CRAIG	36,000	\$149.67	B
B75-24/28	KIPNUK	30,000	\$177.58	B
B75-88	KIPNUK	60,000	\$132.65	ALL
B86-43	FAIRBANKS	105,000	\$149.67	B
B75-24/28	KIPNUK	30,000	\$177.58	B
B75-88	KIPNUK	60,000	\$132.65	ALL

BASE REFERENCE PRICES AS OF 7 JUNE 2004				
B86-43	FAIRBANKS	105,000	\$149.67	B
B91-43	FAIRBANKS	60,000	\$149.67	B
B91-70	FAIRBANKS	229,400	\$149.67	B
B91-709	FAIRBANKS	229,400	\$149.67	B
B95-69	MOSES POINT	30,000	\$149.67	B
B96-46	FAIRBANKS	150,000	\$149.67	B
C02-10	FAIRBANKS/FT WAINWRIGHT	200,000	\$189.58	B
C02-58	FAIRBANKS/FT WAINWRIGHT	350,000	\$118.55	B
C07-46	FAIRBANKS	318,000	\$149.67	B
C10-69	FIRE ISLAND	45,000	\$149.67	B
C16-24/28	MEKORYUK	108,000	\$177.58	B
C16-88	MEKORYUK	198,000	\$132.65	ALL
C20-88	SAVOONGA	12,000	\$132.65	ALL
C22-10	GALENA	50,000	\$189.58	B
C22-58	GALENA	100,000	\$118.55	B
C42-10	GULKANA	33,000	\$189.58	B
C42-101	GULKANA	12,000	\$189.58	B
C42-65	GULKANA	27,000	\$118.55	B
C42-651	GULKANA	12,000	\$118.55	B
C42-69	GULKANA	54,000	\$149.67	B
C45-24/28	TELLER	105,000	\$177.58	B
C45-88	TELLER	81,000	\$132.65	ALL
C47-43	HAINES	15,000	\$131.95	A
C47-46	HAINES	30,000	\$132.65	A
C48-46	HAINES	10,200	\$132.65	A
C50-69	HINCHINBROOK (STRAWBERRY)	39,000	\$149.67	B
C52-43	HOMER	46,500	\$149.67	C
C54-68	JOHNSTONE POINTE	60,000	\$132.65	ALL
C54-70	JOHNSTONE POINTE	60,000	\$149.67	B
C57-46	JUNEAU	375,000	\$131.95	A
C60-24/28	WALES	30,000	\$177.58	B
C60-88	WALES	150,000	\$132.65	ALL
C62-46	JUNEAU	19,500	\$131.95	A
C67-43	JUNEAU	45,000	\$131.95	A
C72-46	JUNEAU	42,000	\$131.95	A
C77-70	JUNEAU	60,000	\$131.95	A
C97-46	KETCHIKAN	37,500	\$131.95	A
D03-24/28	KETCHIKAN	6,000	\$158.55	A
D03-68	KETCHIKAN	660,000	\$132.65	ALL
D05-43	KING SALMON	150,000	\$149.67	C
D05-46	KING SALMON	30,000	\$149.67	C
D07-58	KING SALMON	28,300	\$118.55	C
D13-24/28	KODIAK	250,000	\$177.58	C
D13-701	KODIAK	789,200	\$149.67	C
D13-702	KODIAK	1,183,800	\$149.67	C
D13-703	KODIAK	220,000	\$149.67	C
D18-43	KOTZBUE	87,000	\$149.67	C
D27-43	KLAWOCK	12,900	\$131.95	A
D30-68	LEVEL ISLAND	108,000	\$132.65	ALL

BASE REFERENCE PRICES AS OF 7 JUNE 2004				
D38-03	DENALI NAT'L PARK	120,000	\$118.55	C
D38-10	DENALI NAT'L PARK	14,000	\$189.58	C
D38-101	DENALI NAT'L PARK	1,000	\$189.58	C
D38-28	DENALI NAT'L PARK	135,000	\$177.58	C
D38-43	DENALI NAT'L PARK	150,000	\$149.67	C
D38-431	DENALI NAT'L PARK	150,000	\$149.67	C
D38-65	DENALI NAT'L PARK	8,000	\$118.55	C
D38-651	DENALI NAT'L PARK	3,000	\$118.55	C
D45-67	MIDDLETON ISLAND	120,000	\$132.65	B
D45-69	MIDDLETON ISLAND	120,000	\$131.95	A
D53-69	NOME	210,000	\$149.67	B
D58-43	NOME	6,000	\$149.67	B
D58-46	NOME	90,000	\$149.67	B
D60-24/28	NOORVIK	234,000	\$177.58	C
D60-88	NOORVIK	262,500	\$132.65	ALL
D68-43	PETERSBURG	45,000	\$131.95	A
D73-46	PETERSBURG	42,000	\$131.95	A
D75-06	FORT ALSWORTH	20,000	\$118.55	B
D75-10	FORT ALSWORTH	20,000	\$189.58	B
D74-24/28	FORT ALSWORTH	13,000	\$177.58	B
D75-69	FORT ALSWORTH	28,000	\$149.67	B
D80-691	POTATO POINT	24,000	\$149.67	B
D80-692	POTATO POINT	1	\$149.67	B
D83-24/28	SEWARD	31,500	\$177.58	C
D83-43	SEWARD	31,500	\$149.67	C
D84-70	SEWARD	15,000	\$149.67	C
D85-68	SHOAL COVE	660,000	\$132.65	ALL
D87-69	SISTERS ISLAND	14,000	\$131.05	ALL
D87-88	SISTERS ISLAND	14,000	\$131.95	A
D88-46	SITKA	495,000	\$132.65	A
D98-24/28	SITKA	6,000	\$177.58	A
D98-46	SITKA	375,000	\$131.95	A
D98-58	SITKA	1,020,000	\$114.13	A
E04-69	SITKA	60,000	\$131.95	A
E06-43	SKAGWAY	60,000	\$131.95	A
E07-94	SKAGWAY	30,000	\$132.65	ALL
E07-941	SKAGWAY	18,000	\$132.65	ALL
E14-28	THORNE BAY	84,000	\$158.55	A
E14-88	THORNE BAY	9,000	\$132.65	ALL
E14-94	THORNE BAY	21,000	\$132.65	ALL
E19-69	TOK	45,000	\$149.67	B
E24-43	TOK	195,000	\$149.67	B
E24-46	TOK	180,000	\$149.67	B
E28-24/28	USASHIK	27,000	\$177.58	C
E28-88	USASHIK	36,000	\$132.65	ALL
E29-46	VALDEZ	195,000	\$149.67	B
E34-43	YAKUTAT	21,000	\$131.95	A