

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A – COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP0600-04-R-0128	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE August 04, 2004 3:00 PM Local Time Ft Belvoir, VA
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INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.

2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids," or "Instructions to Offerors – Competitive Acquisition."

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 SPECIALIST: TED JONES	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> GASOLINE FOR FEDERAL CIVILIAN AGENCIES IN THE STATE OF CALIFORNIA. ORDERING PERIOD IS 1 SEPTEMBER 2004- 31 JULY 2009. PURCHASE PROGRAM: 3.27
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6. PROCUREMENT INFORMATION *(X and complete as applicable.)*

<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED.
<input type="checkbox"/>	b. THIS PROCUREMENT IS % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:
<input type="checkbox"/>	c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:
<input checked="" type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION:

SEE ATTACHED PAGES

8. POINT OF CONTACT FOR INFORMATION

a. NAME <i>(Last, First, Middle Initial)</i> JONES, THEODORE	b. ADDRESS <i>(Include ZIP Code)</i> DEFENSE ENERGY SUPPORT CENTER, ATTN: DESC-PLC 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (703)767-9535	d. E-MAIL ADDRESS Theodore.Jones@dla.mil

9. REASONS FOR NO RESPONSE *(X all that apply)*

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEMS(S)	<input type="checkbox"/> e. OTHER
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION *(X one)*
 WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS
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c. ACTION OFFICER

(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

A. CLOSING DATE: 04 AUGUST 2004, 3:00 PM LOCAL TIME, FORT BELVOIR VA.

B. CONTRACT TYPE: This is a **multiyear (five-year) solicitation** for gasoline, gasohol and distillates fuels, and single year (one year) solicitation for Biodiesel. Contracts awarded as a result of this solicitation will be **REQUIREMENTS TYPE, FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contracts. Please refer to Clauses I84, REQUIREMENTS, and I86.03, DELIVERY ORDER LIMITATIONS, I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE.

C. OFFER SUBMISSION: Facsimile offers are authorized per Clause L2.11-3 **FACSIMILE PROPOSALS**. As part of your offer, please complete and submit all forms in accompanying Certification Package and the supply schedule under Clauses B1.01 and B1.01-2 **SUPPLIES TO BE FURNISHED** for items your company is offering on. When submitting your offer via fax, please ATTENTION your offer to **OFFER CUSTODIAN / DESC-PLC, RM 3821**, and FAX: (703) 767-8506.

D. AMENDMENTS: Offerors must acknowledge receipt of any and all amendments to this solicitation by completing Block 8 and signing and returning the amendment with your offer.

E. MASTER SOLICITATION: This is a Master Solicitation containing the terms and conditions that will be incorporated into resultant contract awards and any resultant awards from future supplemental solicitations. It is essential that this Master Solicitation be retained for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period.

F. OFFER SUBMISSION PACKAGE (OSP): Offerors are responsible for reviewing all clauses in the solicitation, the general information on this DD Form 1707 and the "Offer Submission Package," which contains all clauses that require the offeror to fill in information. Please complete and submit the original OSP in its entirety as your offer. **Any certification clauses not pertaining to your company should be annotated 'N/A'.** Any certification clauses added and/or revised in any amendment(s) issued to this solicitation must be completed and returned. These clauses may or may not require fill-in certification, however, they will be incorporated into any resultant contract.

G. AWARD WITHOUT DISCUSSIONS: Offerors are directed to paragraph (m) of Clause L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) DESC AUG 2001). While the government intends to evaluate offers in accordance with the M72.02 clauses, and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, offerors are advised to submit their best prices with their initial offer. If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award contracts after discussions are officially closed with offerors whose proposals have been determined to be within the competitive range.

H. Any contract awarded to a contractor, who at the time of award was suspended, debarred, or ineligible for receipt of contract with Government Agencies or in receipt of proposed debarment from any Government Agency, is voidable at the option of the Government.

I. ECONOMIC PRICE ADJUSTMENTS (EPAs): Please refer to Clause B19.19.100, ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC MAY 2004). Offerors should use the preferred publication from B19.19 as the escalation reference for their offer prices. The BASE REFERENCE DATE for this solicitation is **MARCH 29, 2004**. Contract prices will change daily based upon updated reference publications. Please note that price changes are not based on product costs. After award DESC will post updated daily contract prices under "Doing Business with DESC" on the DESC homepage at www.desc.dla.mil. All offerors should ensure that their initial proposals are based on the reference price in effect on **29 MAR 04**. Offerors are requested to submit their offer on the appropriate Offeror Pricing Data Sheets

J. OXYGENATED/NON-OXYGENATED GASOLINE ITEMS: Prices for oxygenated/non-oxygenated items will be adjusted during the oxygenated and non-oxygenated periods to allow for the difference in reference prices between the two periods. See Clause C16.69-7 for specific oxygenated periods.

K. ORDERING PERIOD: The ordering period for contracts awarded under this solicitation is 01 September 2004 through 31 July 2009. Quantities stated in the SCHEDULE are estimated five-year requirements.

L. PERIOD FOR ACCEPTANCE OF OFFERS: Pursuant to Clause L2.05-5, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S), offerors agrees to hold the prices in their offers firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

M. PRICE CHANGE MODIFICATIONS will no longer be mailed. Updated prices are available on the DESC Web Site under "**Doing Business with DESC**"

N. TAX AND FEE INFORMATION: Applicability of various Federal, State, and Local taxes is governed by the following clauses:

- I28.01 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
- I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
- I28.03-2 TAX EXEMPTION CERTIFICATES

Note: Offerors are responsible for ensuring that all applicable state taxes and fees are included in their offer prices, as appropriate. To view the **Current State Fuel Tax Compilation** on DESC's home page, please click on "Doing Business with DESC" at <http://www.desc.dla.mil>. The taxes addressed in this listing are a guide and the accuracy is not guaranteed. The offeror is responsible for confirming the applicability of tax and tax rates with the state or local tax authority in question.

(1) **DO NOT INCLUDE** any Federal Excise Taxes (FET) in your offer prices. Include the FET as a separate line item on the Contractor's invoice. For ethanol, tax is imposed on delivery into the fuel supply tank of the vehicles, unless DESC furnishes a written statement to the Contractor stating entire quantity for fuel is for a nontaxable use.

(2) **INCLUDE** State and Local environmental, oil spill taxes, and inspection fees in your offer prices, unless an exemption applies.

O. SITE VISITS: You are directed to Clause L54, SITE VISIT, where it is indicated that it is the responsibility of the offeror to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. DESC encourages all potential offerors to call or visit the sites in which they intend to submit an offer.

P. CENTRAL CONTRACTOR REGISTRATION (CCR): is required prior to contract award. Clause I1.07, REQUIRED CENTRAL REGISTRATION, requires contractors to register in the Department of Defense (DOD) Central Contractor Registration (CCR) database. The CCR is a central repository of trading partner information about firms qualified to conduct business with the Federal Government. Contractors register on a one time basis and confirm on an annual basis that their CCR registration is complete and accurate. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via Internet at www.ccr.gov.

Q. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE code in Block 17a of the SF 1449, in the space marked "Facility Code: If you have not been assigned a CAGE code, insert the word "None" in the block.

R. DUNS NUMBER: Include your company Data Universal Numbering System Number on the price Data Sheet of your Offeror Submission Package.

S. LATE OFFERS: Please note that offers must be received by 04 August 2004, 3:00 pm, local time, Ft. Belvoir, VA. Any offer that is received after 3:00 pm will be considered "late" and, therefore, may be determined unacceptable. See Clause L2.05-5

INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, subparagraph (h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

T. BEST OVERALL VALUE: Please be advised that the Government will now be awarding contracts to the responsible offeror(s) that represent the "Best Overall Value". The Government will evaluate each offeror's record of past performance, the offeror's commitment to using small, small disadvantaged, veteran owned, service disabled veteran owned and women-owned small businesses in the performance of any resultant contract, as well as price and other price related factors. All offerors are required to complete the Contractor Performance Data Sheet (Attachment II) and to submit a written socioeconomic plan. For more information, your attention is invited to the following clauses:

- L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)
- M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC JUL 2003)

U. Clauses identified as IBR in Index: Some clauses available in the Federal Acquisition Regulation (FAR), the DOD FAR SUPPLEMENT (DFARS), and the Defense Logistics Acquisition Directive 4105.1 (DLAD), have been incorporated by reference (IBR). If your company cannot access these clauses on the WEB, you may request a copy from Mr. Leigh Gillette, (703) 767-9530.

V. SMALL BUSINESSES: Please direct any questions regarding Small Business, Small Disadvantaged Business, HUBZone Small Business, etc, to Kathy Williams, Associate Director of Small Business, of the DESC Small Business Office at (800)523-2601 or (703)767-9465. Note that All Offerors are required to submit the Socioeconomic Commitment Evaluation Sheet provided as an attachment to the OSP. However, if you are a large business, you are also required to submit the necessary subcontracting plan as required by FAR Clause 52.219-9 and DFARS Clause 252.219-703, both incorporated by reference per clause I1.04 of this solicitation, in addition to the Socioeconomic Commitment Evaluation Sheet.

W. PAYMENT OF FEDERAL CIVILIAN ITEMS: Patten Energy should be advised that the possibility exists that in the near future some Federal Civilian Items may be paid through PORTS (Paperless Ordering Receipt Transactions Screens). PORTS currently applies to all DOD items, Army, Air Force, Navy, Marines and other DOD locations. Patten Energy will be requested to certify that their company has Internet 4.0 (or higher) capability and that it is prepared to receive delivery orders and submit receiving documents/invoices via PORTS for all items which may be awarded as "PORTS ACTIVE" When notified of potential awards, Patten Energy will be requested to submit name, phone number and e-mail address of the individuals within its company that will be receiving email notifications of orders and inputting receiving/invoice information in PORTS so that these designated persons can be trained in PORTS procedures.

X. Please include your **E-MAIL ADDRESS** and company **WEB SITE ADDRESS** (if you have one) in Block 17a, SF 1449, with your offer.

Y. POINTS OF CONTACT:

Small Business Information
Kathy Williams, Small Business Specialist
(800) 523-2601 or (703)767-9465

Emergency Situations After Duty Hours
Command Control Center (CCC)
(703)767-8420 or (800)2 TOPOFF

Information Regarding Solicitation SP0600-04-R-0128:

Ted Jones (703) 767-9535

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER SP0600-04-1200 & 1201		PAGE 1 OF 14	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0128	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Theodore Jones				b. TELEPHONE NUMBER (no collect calls) (703) 767-9535	
9. ISSUED BY CODE DESC-PLC/Ted Jones DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 E-MAIL: Theodore.Jones@dla.mil PHONE: (703) 767-9535 FACSIMILE: (703) 767-8506		SP0600		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 424720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO CODE SEE SCHEDULE		16. ADMINISTERED BY CODE SEE BLOCK 9		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE CLAUSE B1.01 (Attach additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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)		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	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
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)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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SPECIAL NOTES:

- 1. The terms and conditions of solicitation SP0600-04-R-0094, as amended, are incorporated by reference except as indicated herein. *ALL OFFERORS SHALL INCLUDE THE FOLLOWING STATEMENT SUBMITTING THEIR OFFER: "THE OFFEROR AGREES TO THE TERMS AND CONDITIONS OF BASIC SOLICITATION SP0600-04-R-094 AND ALL SUBSEQUENT AMENDMENTS THERETO."*
- 2. A copy of Solicitation SP0600-04-R-0094 can be downloaded from the DESC's webpage at <http://www.desc.dla.mil/DCM/DCMSolic.asp?SolicID=687> or you can contact the Contract Specialist, Theodore Jones, at (703) 767-9535, facsimile (703) 767-8506, or e-mail Theodore.Jones@dlamail.
- 3. The following Line Items are reserved for 8(a) Contracting. Assigned reservation and quantities are as follows:

Patten Energy		
Item	Location	Quantity (USG)
D62-08	Brownfield, CA	900,000
D90-08	Campo, CA	1,066,400
E66-08	El Cajon, CA	1,320,000
J56-08	San Diego, CA	1,584,000

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)

- (a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.
- (b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.
- (c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.
- (d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG_7_) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.
- (e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.
 - (1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.
 - (2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government. (DESC 52.207-9F45)

ITEM NUMBER		ESTIMATED QUANTITY	UI
	<p>=====</p> <p>SAN DIEGO,</p> <p>=====</p> <p>CALIFORNIA, Department of Homeland Security, INS, BORDER PATROL, BROWN FIELD STATION, 7560 BRITANNIA SAN DIEGO COUNTY DELIVERY FEDAAC: 159128 ORDERING OFFICE: 619-661-3140 ORDERING FEDAAC: 159128</p>		
D62-08	<p>RFG REGULAR UNLEADED (MRR)</p> <p>TANK TRUCK (TT), W/PUMP INTO 2/12,000 GALLON ABOVE GROUND TANK(S) DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK, INCLUDING HOLIDAYS NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT CARD IN ACCORDANCE WITH CLAUSE G160</p>	900,000	GL
	<p>=====</p> <p>CAMPO,</p> <p>=====</p> <p>CALIFORNIA, Department of Homeland Security, INS, BORDER PATROL STA, 995 PARKER SAN DIEGO COUNTY DELIVERY FEDAAC: 159101 ORDERING OFFICE: 619-478-2421 ORDERING FEDAAC: 159101</p>		
D90-08	<p>RFG REGULAR UNLEADED (MRR)</p> <p>TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON ABOVE GROUND TANK(S) MINIMUM DELIVERY: 6,500 GALLONS DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK, INCLUDING HOLIDAYS NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT CARD IN ACCORDANCE WITH CLAUSE G160</p>	1,066,400	GL

ITEM NUMBER	ESTIMATED QUANTITY	UI
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=====

EL CAJON,

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CALIFORNIA, Department of Homeland Security, INS, BORDER PATROL
STATION, 225 KENNEY STREET
SAN DIEGO COUNTY
DELIVERY FEDAAC: 1591C7
ORDERING OFFICE: 619-448-0525
ORDERING FEDAAC : 1591C7

E66-08	RFG REGULAR UNLEADED (MRR)	1,320,000	GL
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TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
MINIMUM DELIVERY: 6,500 GALLONS
DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK,
INCLUDING HOLIDAYS
NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT
CARD IN ACCORDANCE WITH CLAUSE G160

=====

SAN DIEGO,

=====

CALIFORNIA, Department of Homeland Security, INS, BORDER PATROL,
1802 SATURN BLVD, IMPERIAL
BEACH
SAN DIEGO COUNTY
DELIVERY FEDAAC: 1591Y3
ORDERING OFFICE: 619-216-4000
ORDERING FEDAAC : 1591Y3

J56-08	RFG REGULAR UNLEADED (MRR)	1,584,000	GL
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TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK
DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK,
INCLUDING HOLIDAYS
NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT
CARD IN ACCORDANCE WITH CLAUSE G160

C16.69-7 SPECIFICATIONS (CONT'D) (COG 7) (DESC SEP 2003)

(a) **CALIFORNIA FEDERAL/STATE REFORMULATED GASOLINE REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to applicable Federal and State regulations. The requirements compiled below are based on information published by the U.S. Environmental Protection Agency (EPA) and by the California Air Resources Board (CARB) and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

(1) **GASOLINE REQUIREMENTS FOR ALL CALIFORNIA LOCATIONS.** All facilities in California shall be supplied reformulated gasoline year round that conforms to ASTM D 4814 as modified by the CARB Phase II gasoline requirements stated below:

<u>TEST</u>	<u>REQUIREMENTS</u>
Vapor Pressure	7.0 ppsi maximum
Total Sulfur content	80 ppm maximum by weight
Aromatic content	30 vol % maximum
Benzene content	1.20 vol % maximum
Olefin content	10.0 vol % maximum
Distillation temperature @ 50%	104°C (220°F) maximum
@ 90%	165°C (330°F) maximum

Oxygen content is limited seasonally and geographically as described in paragraph (2) below.

(2) **CALIFORNIA STATE OXYGENATION REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
CALIFORNIA COUNTIES		
Amador, Calaveras, Del Norte, El Dorado (part), Humboldt, Lake, Lassen, Los Angeles (part), Mariposa, Mendocino, Modoc, Monterey, Nevada, Orange, Placer (part), Plumas, Riverside (part), San Benito, San Bernardino (part), Santa Cruz, Sierra, Siskiyou, Sonoma (part), Tuolumne, Trinity, and Ventura	Oct 1 – Feb 29	1.8 Wt % min. - 2.7 Wt% max. Mar 1 - Sep 30 2.7 Wt% max.
Alameda, Alpine, Butte, Colusa, Contra Costa, El Dorado (part), Fresno, Glenn, Inyo, Kern (part), Kings, Madera, Marin, Merced, Mono, Napa, Placer (part), Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Shasta, Solano, Sonoma (part), Stanislaus, Sutter, Tehama, Tulare, Yolo, and Yuba	Oct 1 - Jan 31 Feb 1 - Sep 30	1.8 Wt % min. - 2.7 Wt% max. 2.7 Wt% max.
Imperial, Kern (part), Los Angeles (part), Riverside (part), San Bernardino (part), San Diego, San Luis Obispo, and Santa Barbara	Nov 1 – Feb 29 Mar 1 - Oct 31	1.8 Wt% min. - 2.7 Wt% max. 2.7 Wt% max.

(3) Starting December 31, 2003, the California Phase 3 Reformulated Gasoline (CaRFG3) regulations prohibit the production of California gasoline with methyl tertiary butyl ether (MTBE). Beginning January 1, 2004, supply of gasoline or reformulated gasoline containing MTBE is no longer permitted.

(b) CALIFORNIA DIESEL REQUIREMENTS. In accordance with the preceding SPECIFICATIONS clause, facilities in California shall be supplied diesel fuel that conforms to Federal, State, and local regulations. CARB regulations stipulate that all diesel fuel (for both on-highway and off-highway use) supplied to facilities in California must conform to the following additional requirements:

- (1) SULFUR CONTENT: 0.05 weight percent maximum.
- (2) AROMATIC CONTENT:
 - (i) Shall be 10 percent maximum if product is sourced from a large refiner; or
 - (ii) Shall be 20 percent maximum if product is sourced from a small refiner; or
 - (iii) Product shall conform to a formulation certified by CARB.

(c) GASOLINE REQUIREMENTS OUTSIDE OF CALIFORNIA. 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 oxygenated gasoline requirements compiled below are based on information published by the EPA in the Federal Register (40 CFR Part 81.305) and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract performance period.

(1) OXYGENATED GASOLINE REQUIREMENTS. The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
ARIZONA COUNTIES		
Area B (stipulated by Arizona Revised Statutes 49-541)	Oct 1 - Mar 31	1.8 Wt% minimum 5.7 to 10 vol % (ethanol)
NEVADA COUNTIES		
Clark (part) including the hydrographic basins containing the Las Vegas Valley, the El Dorado Valley, the Ivanpah Valley, the Boulder City limits, and any area within three (3) miles of any such hydrographic basins and which is within Clark County	Oct 1 – Mar 31	3.5 Wt % minimum
The area of Clark County must also meet the below requirements from Nov 1 - 31 Mar:		
Aromatics Sulfur	30 vol % maximum	80 ppm maximum
Washoe	Oct 1 - Jan 31	2.7 Wt% minimum
UTAH COUNTIES		
Utah	Nov 1 – Feb 29	3.1 Wt% minimum (ethanol only)

(2) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel. The Arizona counties listed below for reformulated gasoline must meet the below Arizona Cleaner Burning Gasoline requirements year round.

LOCATION

ARIZONA COUNTIES

Area A (stipulated by Arizona Revised Statutes 49-541)

<u>TEST</u>	<u>REQUIREMENTS (YEAR ROUND)</u>
Sulfur	500 ppm max. by weight
Aromatic content	50 vol % max.
Olefin content	25 vol % max.
Vapor Pressure	Oct 1 to Mar 31 - 9.0 ppsi max. April - 10 ppsi max. May - 9 ppsi max. June 1 to Sep 30 - 7.0 ppsi max.
Oxygen content	limited seasonally
Nov 1 - Mar 31	3.5 Wt% min. (ethanol)
Apr 1 - Oct 31	no oxygen content

NOTE: Beginning in the winter months of 2000 (Nov 1 - Mar 31), no other oxygen other than ethanol can be used to attain any oxygen requirements that may be required for the oxygenated or reformulated programs.

(DESC 52.246-9FAA)

II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC OCT 2003)

(a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** [Requires buyer fill-in from Note 1 or Note 2 at the bottom of this clause. **[Buyer: Delete inapplicable portion.]**

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising

under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** **The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.**

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) **Electronic funds transfer (EFT) banking information.**

(i) **The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.**

(ii) **If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.**

(iii) **EFT banking information is not required if the Government waived the requirement to pay by EFT.**

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all right law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) **Addenda to this solicitation or contract, including any license agreements for computer software;**
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraphs (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties, except as follows:

(1) The Government may delete a number of tanks and delivery locations from a single item that may alter the method of delivery from a combination of tank truck (TT) and tank wagon (TW) to predominantly TW deliveries.

If, as a result of deletions, the primary method of delivery is changed so that increased delivery costs will be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increased delivery costs be incurred, the contract price will not be modified.

(2) The Government reserves the right to designate additional delivery points within the approximate same area of a specific item, provided that such additional deliveries are similar to those already under contract for the specific item. Should the Government designate additional delivery points, the Contractor shall not be liable to deliver if such deliveries would

result in increased costs to the Contractor. In instances where increased costs would be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increase be incurred, additional delivery points shall be furnished at the contract price and without contract modification. All terms, conditions, and provisions of the contract shall apply to additional delivery points added during the term of the contract. (DESC 52.207-9F05)

I171.09-1 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (ALTERNATE A) (JUN 2003/JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. (DFARS 252.219-7010/Alternate A).

(d) (1) **AGREEMENT.** A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas.

If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The _____ (insert name of SBA's contractor) will notify the DESC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(FAR 52.219-18/Alternate A)

I171.10 SECTION 8(a) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime Contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is--

**U.S. Small Business Administration
Linda Williams, Associate Administrator
For Government Contracting (Mail Code 6250)
409 Third Street, S.W.
Washington, D.C. 20416**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

- (1) It will notify the Contracting Officer, simultaneous with the notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall

result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(DFARS 252.219-7009)

I174.04 MANUFACTURING AND FILLING POINTS (8(a)) (DESC APR 1996)

(a) To be eligible for award of a section 8(a) small business set-aside item, offerors must provide product manufactured by a small business (see FAR 19.102(f)(1)). Product may not be furnished as a result of an exchange agreement with a large business.

(b) All section 8(a) nominees wishing to be eligible for a section 8(a) small business set-aside item under this procurement hereby agree that they will provide only product manufactured/refined by small manufacturer(s)/refiner(s). If circumstances are such that, during the term of this contract, a committed small business manufacturer/refiner can no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer who must approve any new small business manufacturer/refiner before operations with the new firm commence. Use of other than a committed small business manufacturer/refiner may result in the contract being terminated for default.

(c) All small businesses interested in being considered for award of section 8(a) set-aside items must provide the following information with their offer; failure to do so may result in ineligibility for the section 8(a) set-aside.

- (1) Set-aside item numbers and delivery locations;
- (2) Name and address of small business refiner;
- (3) Refinery point of contact;
- (4) Name and address of the filling point (if different from refinery); and
- (5) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(DESC 52.219-9F45)