

OFFER SUBMISSION PACKAGE

FOR

SOLICITATION SP0600-01-R-0087

(COG 4)

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD:

DATE OF AWARD THROUGH 31 MARCH 2003

INSTRUCTIONS:

1. The original and one (1) copy of this Offer Submission Package must be returned to the following address: **ATTN: Bid Custodian, Room 3729, Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, Ft. Belvoir, Va 22060-6222.** All documents to be completed and returned are contained in this OSP Package.

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

All applicable fill-in clauses

COG 4 PC&S Price Data Sheets

FOB Destination Offers Only

Base Reference Prices effective 9 July 2001

2. For this solicitation, SP0600-01-R-0087, Facsimile Submission of Offers are acceptable.

3. Be certain to proof read all offer prices submitted. They must be in actual dollars per gallon (e.g. \$0.40000), NOT price differentials. Offer one price per line item. Each price will escalate/deescalate with the named index.

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

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-00-0302/0303		Page 1 of 89	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-01-R-0087	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON DAVIS				b. TELEPHONE NUMBER (no collect calls) (703) 767-9514 FAX: (703) 767-8506	
8. OFFER DUE DATE/LOCAL TIME 11 SEPTEMBER 2001 AT 3:00 PM FT. BELVOIR, VA		9. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: S. DAVIS/DESC-PEC Phone: (703) 767-9514		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS CODE: 422720 SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE	
TELEPHONE NO.		FAX NO:		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 The Schedule is shown on the SF 1449 Continuation Sheet		21. QUANTITY		22. UNIT	
						23. UNIT PRICE SEE ATTACHED	
						24. AMOUNT SEE ATTACHED	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" 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 checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 (<i>Signature of Contracting Officer</i>)			
30b. NAME AND TITLE OF SIGNER (<i>Type or Print</i>)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or Print</i>)		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			
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 2001)

Fill out the following if applicable. For full text of clause see Page 53 of Solicitation.

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

Five horizontal lines for text entry.

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

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

Offeror's EPA Identification Number: _____

(DESC 52.246-9FW5)

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

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

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

_____.

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

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

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

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

(DESC 52.247-9FK1)

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

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

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

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

(DESC 52.247-9FJ5)

F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. 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 hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

F16 (CONT'D)

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

(b) BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>DEMURRAGE BEYOND FREE TIME</u>		
		<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

(DESC 52.247-9FF1)

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)

K1.01-10 (CONT'D)

(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, state, or local government;
- Other. State basis. _____

(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 inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents 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.

K1.01-10 (CONT'D)

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

- is
 is not

a service-disabled veteran-owned small business concern.

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

- is
 is not

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

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

- is
 is not

a women-owned small business concern.

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

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

- is

a women owned business concern.

(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.

K1.01-10 (CONT'D)

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

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

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

(Check one of the following:)

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

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

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

(A) It--

- is
- is not

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

(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)(7)(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)

(10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

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

(11) 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 place of ownership, 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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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.

K1.01-10 (CONT'D)

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

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

(i) It--

has

has not

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) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006).** **(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

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

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

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

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

(Insert line item no.)

K1.01-10 (CONT'D)

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

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

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

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

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

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

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

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

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

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

(LIST AS NECESSARY)

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

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

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

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

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

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

(Insert line item number)

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

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

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

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

K1.01-10 (CONT'D)

(iv) The offeror certifies that the following supplies are other foreign end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

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

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

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

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

- are
- are not

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

(2) have or
 have not,

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

- are or
- are not

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

(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)

K1.01-10 (CONT'D)

(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 it has 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/Alts I/III)

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.

(c) **REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA.** (This representation does not apply to solicitations for the direct purchase of ocean transportation services.)

(1) The offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term **supplies** is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(2) **Representation.** The offeror represents that it—

does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 52.247-7034, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.212-7000)

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)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

- (a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.
- (b) Offeror shall indicate whether or not invoices will be submitted via FAX:

YES NO

- (c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.
- (d) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is _____.

(DESC 52.232-9F10)

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)

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

SP0600-01-R-0087

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

COMPANY NAME:	BASE REFERENCE DATE (SEE CLAUSE B19.19): JULY 9, 2001
BIDDER CODE:	CAGE CODE:

- ° Offer prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ° DO NOT INCLUDE the Hazardous Substance Superfund Tax (\$.0023 per gallon) in your offer price. This tax expired on January 1, 1996.
- ° Any general statement such as "offer price includes all taxes" may result in your offer being rejected.
- ° Understand Clause B19.19 before 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) (SEE CL L44)	DISCOUNT % PER CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DFSC Form 2.17A (For Domestic RFPs)

Feb 93. Supersedes Jan 93 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

PRICE DATA SHEET FOR FOB DESTINATION ITEMS ONLY		
COMPANY NAME:		BASE REFERENCE DATE (SEE CLAUSE B19.19): JULY 9, 2001
BIDDER CODE:		CAGE CODE:
<ul style="list-style-type: none"> Offer prices should exclude all taxes. Understand Clause B19.19 before preparing your offer. This clause describes how award prices fluctuate during the contract period. Understand Clause B1.01 before preparing your offer. This clause provides guidance on submission of offer prices, special notes, and lists all items and corresponding delivery narratives. 		
PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS.		
ITEM NO./ LOCATION OF ITEM	OFFER PRICE (\$ PER GAL)	NAME AND COMPLETE ADDRESS OF THE FOB ORIGIN POINT
Item 153-34 Marianna, AR		

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

OFFEROR:

Solicitation No: SP0600-01-R-0087

NOTE: If a plant or division-wide Master Plan is being incorporated by reference, place 'X' in box and complete Part I (A thru I) and Part IV only.

Date of Plan _____

(Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)

(* = Continue on separate sheets if necessary.)

PART I - SUBCONTRACTING GOALS:

- A. Total dollars planned to be subcontracted: _____
- B. Total dollars planned to be subcontracted to small business concerns: _____
- C. Total dollars planned to be subcontracted to veteran-owned small business concerns: _____
- D. Total dollars planned to be subcontracted to HUBZone small business concerns: _____
- E. Total dollars planned to be subcontracted to small disadvantaged business concerns: _____
- F. Total dollars planned to be subcontracted to women-owned small business concerns: _____

- G. Percentage of total subcontracting dollars for the use of small businesses: _____ %
- H. Percentage of total subcontracting dollars for the use of veteran-owned small businesses: _____ %
- I. Percentage of total subcontracting dollars for the use of HUBZone small businesses: _____ %
- J. Percentage of total subcontracting dollars for the use of small disadvantaged businesses: _____ %
- K. Percentage of total subcontracting dollars for the use of women-owned small businesses: _____ %

L. Principal types of supplies and services to be subcontracted: _____
(Indicate types planned for subcontracting to (1) small business concerns (2) veteran-owned small business concerns (3) HUBZone small business concerns (4) small disadvantaged business concerns, and (5) women-owned small business concerns.)(*)

K. Describe method used to develop these goals (e.g., Based on procurement history, available resources, etc.)(*)

L. Were indirect costs included in establishing these goals? Yes No
If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) veteran-owned small business concerns, (3) HUBZone small business concerns, (4) small disadvantaged business concerns, and (5) women-owned small business concerns: (*)

PART II - SUBCONTRACTING PROCEDURES:

A. Name of the individual who will administer the offeror's subcontracting program: _____
Include a brief description of this individual's duties:

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

B. Describe methods used to identify potential sources for solicitation purposes:

(indicate with an "X" those that apply)

- Existing company source lists
- SBA Procurement Marketing & Access Network (PRO-Net)
- SBA list of certified Small Disadvantaged Business Concerns
- National Minority Purchasing Council Vendor Information Service
- Dept. of Commerce Research and Information Division of the Minority Business Development Agency
- Small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business associations
- OTHER

C. Describe methods used to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts: (*)

PART III - SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted:

(Indicate acknowledgment of compliance by annotating "X" in appropriate blocks.)

- A. Contractor will assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns an opportunity to compete over a period of time.
- C. Contractor will provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make or buy" decisions.
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's Subcontracting Plan.
- F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000
- G. Contractor will cooperate in any studies or surveys as may be required.
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- J. Contractor will ensure that subcontractors agree to submit Standard Form 294 and 295, as appropriate.

