

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

1. SOLICITATION NUMBER

SP0600-00-R-0078

2. (X one)

a. SEALED BID

X b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

**ATTN: DESC-PLC
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222**

**BUYER: MS NANCY BARNETT
TELEPHONE: 703-767-9529
FACSIMILE: 703-767-8506
e-mail: nbarnett@desc.dla.mil**

4. ITEMS TO BE PURCHASED (Brief description)

**GASOHOL / GASOLINE 4,466,200 USG
DIESEL FUEL 6,266,000 USG
AVIATION FUEL 3,264,000 USG**

**LOCATION: HAWAII PC&S
PURCHASE PROGRAM: 3.10
ORDERING PERIOD: 1 JANUARY 2001 THRU 31 DECEMBER 2002**

5. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED						
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)						
	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>(1) Small Business</td> <td><input type="checkbox"/></td> <td>(2) Labor Surplus Area Concerns</td> <td><input type="checkbox"/></td> <td>(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	<input type="checkbox"/>	(1) Small Business	<input type="checkbox"/>	(2) Labor Surplus Area Concerns	<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns
<input type="checkbox"/>	(1) Small Business	<input type="checkbox"/>	(2) Labor Surplus Area Concerns	<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns		

6. ADDITIONAL INFORMATION:

****IMPORTANT INFORMATION****

ATTENTION OFFERORS

**THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION
PRIOR TO PREPARATION OF YOUR OFFER.**

(CONTINUED ON PAGE 3)

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

BARNETT, NANCY L.

b. ADDRESS (Including Zip Code)

**DEFENSE ENERGY SUPPORT CENTER (DESC)
ATTN: DESC-PLC
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222**

**c. TELEPHONE NUMBER (Including Area Code and Extension)
(NO COLLECT CALLS)**

(703) 767-9529

8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (<i>Specify</i>)			
9. MAILING LIST INFORMATION (<i>X one</i>)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (<i>Including Zip Code</i>)	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD Form 1707 (REVERSE), MAR 90

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FROM:

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SOLICITATION NUMBER	
SP0600-00-R-0078	
DATE (YYMMDD)	LOCAL TIME
000925	3:00 PM

TO **ATTN: BID CUSTODIAN / DESC-CPC / RM 3729
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222**

- A. CLOSING DATE:** 25 SEPTEMBER 2000, 3:00 PM LOCAL TIME, FORT BELVOIR VA.
- B. CONTRACT TYPE:** Any contract(s) awarded as a result of this solicitation will be a [multiyear \(2-year period\)](#) "[REQUIREMENTS-FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT](#)" type contract. Refer to Clause [REQUIREMENTS](#), and Clause [DELIVERY-ORDER LIMITATIONS](#).
- C. OFFER SUBMISSION:** Facsimile offers are authorized per Clause [FACSIMILE PROPOSALS](#). As part of your offer, please complete and submit all forms in accompanying Certification Package and the supply schedule under Clauses [SUPPLIES TO BE FURNISHED](#) for items your company is offering on. When submitting your offer via fax, please ATTENTION your offer to **BID CUSTODIAN / DESC-CPC, RM 3729**, and FAX: (703) 767-8506.
- D. AMENDMENTS:** Offerors must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with your offer.
- E. MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions essential for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period. Please retain this document for reference.
- F. OFFER SUBMISSION PACKAGE (OSP):** Offerors should review 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 complete and returned. These clauses may or may not require your completion by entering the necessary information.
- G.** 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.
- H. ECONOMIC PRICE ADJUSTMENTS (EPAs):** This solicitation contains two economic price adjustment provisions. DESC proposes that all offerors consider using *Energy Information Administration (EIA)/Petroleum Marketing Monthly (PMM)* as the reference publication for **gasoline items only** (see Clause [ECONOMIC PRICE ADJUSTMENT](#)). All other items should be based on the offeror's established company postings (see Clause [ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE](#)). Offerors not wishing to use *Energy Information Administration (EIA)/Petroleum Marketing Monthly (PMM)* as a reference publication for escalating / de-escalating gasoline prices may use their own company postings. However, regardless of which publication or company posting is used, all offerors should ensure that their initial proposals are based on the reference price in effect on **1 AUG 00**. Offerors are requested to complete the Offeror Pricing Sheets (Attachment III – a MSExcel® document) as part of their initial offer. Additionally, offerors proposing to use company postings are required to complete the Posting History Worksheet (Attachment I) for each product being offered.
- I. GASOHOL / GASOLINE:** If offering on alternate GASOHOL/GASOLINE items, please be aware that offers may be submitted on gasohol or gasoline, or both. However, award will be made either to gasohol or gasoline based on the lowest overall cost to the Government. Gasohol cannot be substituted for gasoline or vice versa. The product awarded "gasohol or gasoline" will be delivered for the entire contract performance period
- J. PRICE CHANGE MODIFICATIONS** will no longer be mailed. Updated prices are available on the DESC Web Site under "[Doing Business with DESC](#)". See PART A, Subparagraph (e) of Clause [ECONOMIC PRICE ADJUSTMENT](#) and Subparagraph (c)(3) of Clause [ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE](#).
- K. TAX INFORMATION:** Please refer to Contract Clauses [FEDERAL, STATE, AND LOCAL TAXES; FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE](#); and [TAX EXEMPTION CERTIFICATES](#), for specific guidance regarding taxes and fees that are to be included or excluded from your offer price. The taxes addressed in this solicitation are merely examples of the types involved and are not intended to be a complete list. The accuracy of this list is not guaranteed.

IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE ALL APPLICABLE TAXES AND FEES ARE INCLUDED OR EXCLUDED FROM ITS OFFER PRICE.

- L. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of the Standard Form 1449. If you have a current Government contract (or previously had a Government contract) and do not know what the company's CAGE Code is, please contact [Ms Nancy Barnett at \(703\) 767-9529](#). If you have not been assigned a CAGE Code, insert the word "NONE" in Block 17a, SF 1449.
- M. CENTRAL CONTRACTOR REGISTRATION (CCR):** Prospective awardees must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation. See Clause [REQUIRED CENTRAL CONTRACTOR REGISTRATION](#). Registration may be performed via Internet at <https://www.ccr.dlsc.dla.mil/ccr/>.

N. **LATE OFFERS**: Please note that offers must be received by 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 **INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS**, subparagraph (h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS**.

O. **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, 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:

- PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC)**
- EVALUATION - COMMERCIAL ITEMS**
- EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED**
- EVALUATION - F.O.B. ORIGIN**
- EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT**
- EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS**
- EVALUATION OF OFFERS FOR ALTERNATE PRODUCT**
- EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS)**
- EVALUATION FACTORS FOR BEST OVERALL VALUE**

P. **SMALL BUSINESSES**: Any questions regarding Small Businesses and Small Disadvantaged Businesses should be directed to Mrs Kathy Williams, (703) 767-9463.

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

R. For clarification, explanation, or additional information, contact Ms Nancy Barnett at (703) 767-9529; FAX (703) 767-8506; or e-mail: nbarnett@desc.dla.mil (NOTE: e-mail is the preferred method).

S. The Defense Energy Support Center (DESC) contact point and telephone number for **emergency situations** during after-duty hours:

<p style="text-align: center;">Operations Center, Contingency Plans and Operations Division (DESC-DL) Telephone: (703) 767-8420</p>

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-00-0632/0633		PAGE 1 OF 89	
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE SEE BLOCK 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-00-R-0078	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MS NANCY BARNETT				b. TELEPHONE NUMBER (no collect calls) (703) 767-9529	
8. OFFER DUE DATE/LOCAL TIME 25 SEP 00 @ 3:00 PM		9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER (DESC) 8725 JOHN J. KINGMAN RD STE 4950 FORT BELVOIR VA 22060-6222		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="radio"/> UNRESTRICTED <input type="radio"/> SET ASIDE % FOR <input type="radio"/> SMALL BUSINESS <input type="radio"/> SMALL DISADV BUSINESS <input type="radio"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="radio"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. THIS ACQUISITION IS <input type="radio"/> RFO <input type="radio"/> IFB <input checked="" type="radio"/> 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	
COMPANY COMPLETE NAME & COMPLETE ADDRESS:							
E-MAIL:		WEB SITE:		PHONE::		FAX:	
DUNS#:		TAX ID:		P.P.: 3.10		FAX: (703) 767-8506	
<input type="radio"/> 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			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
		<i>(Attach additional Sheets as Necessary)</i>				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER BY THE ORDERING OFFICE.						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="radio"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="radio"/> ARE <input type="radio"/> ARE NOT ATTACHED.			
<input type="radio"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="radio"/> ARE <input type="radio"/> ARE NOT ATTACHED.			
<input checked="" type="radio"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (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 AND CONDITIONS SPECIFIED HEREIN.				<input type="radio"/> 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; <u>SEE PAGE 2</u>			
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="radio"/> RECEIVED <input type="radio"/> INSPECTED <input type="radio"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="radio"/> PARTIAL <input type="radio"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="radio"/> COMPLETE <input type="radio"/> PARTIAL <input type="radio"/> FINAL				37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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OSP = Located in the Offeror Submission Package

IBR = Incorporated by Reference – See Contract Clause 11-20-1

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OSP = Offeror Submission Package

IBR = Incorporated by Reference – See Contract Clause 11-20-1

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OSP = Offeror Submission Package

IBR = Incorporated by Reference – See Contract Clause 11-20-1

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OSP = Offeror Submission Package

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OSP = Offeror Submission Package

IBR = Incorporated by Reference – See Contract Clause I1-20-1

SCHEDULE

The following clause applies only to DESC-funded (Capitalized) items:

B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (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) Oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.
- (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 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.

The following items are DESC-funded (Capitalized) items only:

ITEMS	SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY	LINE ITEM COUNT	US GALLONS ESTIMATED QUANTITY
-06	JET FUEL, TYPE A NSN: 9130-00-359-2026 SPECIFICATION: SEE - CLAUSE C16.09 (ASTM D1655)	1	1,200,000
-13	DIESEL FUEL #2 (DL2) NSN: 9140-00-000-0184 SPECIFICATION: SEE - CLAUSE C16.69 (CID A-A-52557)	1	400,000
-24	GASOHOL, REGULAR UNLEADED (GUR) NSN: 9130-01-090-1093 SPECIFICATION: SEE - CLAUSE C16.69 (CID A-A-52530)	2	1,090,000
-28	GASOLINE, REGULAR UNLEADED (MUR) NSN: 9130-00-148-7103 SPECIFICATION: SEE - CLAUSE C16.69 (ASTM D4814)	0	0

(DESC 52.207-9F00)

B1.05	SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC AUG 1999)
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(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) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as **TWO (2)** year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>LINE ITEM COUNT</u>	<u>US GALLONS ESTIMATED QUANTITY</u>
-06	JET FUEL, TYPE A NSN: 9130-00-359-2026 SPECIFICATION: SEE - CLAUSE C16.09 (ASTM D1655)	3	2,064,000
-13	DIESEL FUEL #2 (DL2) NSN: 9140-00-000-0184 SPECIFICATION: SEE - CLAUSE C16.69 (CID A-A-52557)	6	1,461,000
-19	GASOHOL, MIDGRADE UNLEADED (GUM) NSN: 9130-01-355-2393 SPECIFICATION: SEE - CLAUSE C16.69 (CID A-A-52530)	1	336,000
-24	GASOHOL, REGULAR UNLEADED (GUR) NSN: 9130-01-090-1093 SPECIFICATION: SEE - CLAUSE C16.69 (CID A-A-52530)	20	2,795,200
-26	GASOLINE, MIDGRADE UNLEADED (MUM) NSN: 9130-01-272-0983 SPECIFICATION: SEE - CLAUSE C16.69 (ASTM D4814)	0	0
-28	GASOLINE, REGULAR UNLEADED (MUR) NSN: 9130-00-148-7103 SPECIFICATION: SEE - CLAUSE C16.69 (ASTM D4814)	2	180,000
-68	DIESEL FUEL #2, LOW SULFUR (LS2) NSN: 9140-01-398-0697 SPECIFICATION: SEE - CLAUSE C16.69 (ADTM D975)	10	2,076,000
-70	DIESEL FUEL #2, HIGH SULFUR (HS2) NSN: 9140-01-398-1395 SPECIFICATION: SEE - CLAUSE C16.69 (ASTM D975)	12	1,317,000

(DESC 52.207-9F55)

NOTE(S):

1. The above listed items are a composite of the supplies/products and estimated quantities for the delivery period of this solicitation. Offers should be made for the individual line items and quantities listed on the following page(s).
2. All estimated quantities represent approximately two (2)-year quantities. Offers per line item must be for the total quantity solicited for the entire period. Any resultant contract shall be a requirements type contract per Clause I84 - REQUIREMENTS.
3. The item schedule contains several alternate fuel requirement line items. DESC is procuring for both Gasohol (annotated by the Suffix -26 or -28). These are "either/or" requirements; therefore only one product will be awarded. Award will be made for the product representing the lowest overall cost to the Government. See Clause M63.01 – EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) for evaluation method.
4. Offerors are also advised that there is one alternate delivery requirement (Line Item 001) for either FOB-ORIGIN delivery or FOB-DESTINATION delivery.
5. Offerors are cautioned to ensure the item numbers and the product/delivery mode in which they wish to offer on correspond with one another.
6. In the event of an emergency during non-duty hours (nights, holidays, weekends), please contact the Operations Center, Contingency Plans and Operations Division (DESC-DL) at (703) 767-8420.
7. Please note that all anticipated contracts as a result of this RFP shall have an Ordering Period of Date of Award through 31 December 2002.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES ARMY

HILO

HI, ARMY, NG, GENERAL LYMAN FIELD (FOR USPFO, HI), ISLAND OF HAWAII

HAWAII COUNTY

DELIVERY DODAAC: W81KK5
ORDERING OFFICE: 808-935-6900

001-061	JET FUEL, TYPE A TURBINE FUEL JAA (COM JET A W/FSII) (COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE) TANK WAGON (TW), INTO 1/1,200 GALLON TANKER TRUCK(S) 1/2,500 GALLON HEMTT TANKER(S) DELIVERY HOURS: 0730-1630 MONDAY TO FRIDAY WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE. HEAVY USAGE PERIOD: MAY - NOV THIS IS THE PREFERRED DELIVERY MODE.	32,000	GL	\$
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001-062	JET FUEL, TYPE A TURBINE FUEL JAA (COM JET A W/FSII) (COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE) FOB ORIGIN (FOB), GOV'T TOP LOADING EQUIPMENT AT SUPPLIERS WORKS ON ISLAND OF HAWAII INTO 1/1,200 GALLON TANKER TRUCK(S) 1/2,500 GALLON HEMTT TANKER(S) DELIVERY HOURS: 0730-1630 MONDAY TO FRIDAY WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE. HEAVY USAGE PERIOD: MAY – NOV	32,000	GL	\$
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NOTE: THIS IS AN ALTERNATIVE LINE ITEM FOR ITEM 001-061, AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES ARMY

POHAKULOA AND VICINITY

HI, ARMY, USAG-HI, 36 MILES FROM HILO ON SADDLE ROAD, ISLAND OF HAWAII

HAWAII COUNTY

DELIVERY DODAAC: **W80X9S**
 ORDERING OFFICE: **808-536-2294 EXT 421**

007-06	JET FUEL, TYPE A TURBINE FUEL JAA (COM JET A W/FSII) (COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS NOTE: WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE. DELIVERY HOURS: 0700-1600 THIS FUEL IS DESC FUNDED/CAPITALIZED	2,000,000	GL	\$
007-13	DIESEL FUEL #2 (DL2) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 DELIVERY PERIOD: JANUARY - NOVEMBER. NOTE: WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE. THIS FUEL IS DESC FUNDED/CAPITALIZED	240,000	GL	\$
007-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 1/5,000 GALLON TANK 2/10,000 GALLON TANKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 THIS FUEL IS DESC FUNDED/CAPITALIZED	128,000	GL	\$
007-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 1/5,000 GALLON TANK 2/10,000 GALLON TANKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 THIS FUEL IS DESC FUNDED/CAPITALIZED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 007-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL	\$

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES ARMY

HONOLULU

HI, ARMY, TRIPLER MEDICAL CENTER, (FOR USAG-HI), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **W80X9S**
 ORDERING OFFICE: **808-433-6068**

013-13	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), INTO 2/7,500 GALLON ABOVE GROUND TANK(S) FOR BUILDING WING G1, C LEVEL ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0800-1400	256,000	GL	\$
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UNITED STATES ARMY

SCHOFIELD BARRACKS

HI, ARMY, WHEELER ARMY AIRFIELD,(FOR USAG-HI), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **W80X9S**
 ORDERING OFFICE: **808-655-0011**

019-13	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), INTO 1/18,000 GALLON TANK AT BLDG 2802 (LAUNDRY). 20/10,000 GALLON TANKS AT BUILDING 1087A ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1500	250,000	GL	\$
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UNITED STATES ARMY

KAENA POINT

HI, ARMY, (SATELLITE TRACKING STATION), 4 MILES NORTH OF MAKAHA ON HIGHWAY 90, (FOR USAG-HI), ISLAND OF OAHU

WAIANAE COUNTY

DELIVERY DODAAC: **W80X9S**
 ORDERING OFFICE: **808-637-7322/7323**

031-13	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), INTO 2/20,000 GALLON BELOW GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0700-1600	50,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES ARMY

KILAUEA MILITARY CAMPAND

HI, ARMY, DIRECTORATE OF FACILITIES, ENGINEERING, KILAUES VOLCANO NATIONAL PARK, ISLAND OF HAWAII

HAWAII COUNTY

DELIVERY DODAAC: W80X9S
 ORDERING OFFICE: 808-967-8379/8380

037-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW), W/PUMP AND METER INTO 1/500 GALLON ABOVE GROUND TANK(S) 1/1,000 GALLON ABOVE GROUND TANK(S) (USED FOR VEHICLES) 2/2,000 GALLON ABOVE GROUND TANK(S) 10/55 GALLON TRUCK & TRAILER ANTICIPATE 5% ON HIGHWAY USE	40,000	GL	\$
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UNITED STATES NAVY

BARKING SANDS RANGE

HI, NAVY, (FOR PMRF, CONTRACTOR ITT INDUSTRIES, SYSTEM DIVISION), ISLAND OF KAUAI

KAUAI COUNTY

DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4641

500-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), W/PUMP INTO 2/5,000 GALLON TANKS AT SERVICE STATION ANTICIPATE 10% ON HIGHWAY USE	125,000	GL	\$
500-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), W/PUMP INTO 1/6,000 GALLON TANK AT SERVICE STATION ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530	45,000	GL	\$
500-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK TRUCK (TT), W/PUMP INTO 3/10,000 GALLON TANKS AT POWER PLANT ANTICIPATE 0% ON HIGHWAY USE	235,000	GL	\$

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

KEKAHA

HI, NAVY, PMRF FUEL FARM, ISLAND OF KAUAI

KAUAI COUNTY

DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-471-6211/12

501-06	JET FUEL, TYPE A	1,200,000	GL	\$
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(COM JET A W/FSII)
 (COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE)

TANK TRUCK (TT), AT FUEL FARM (PRMF) INTO
 1/50,000 GALLON TANK
 DELIVERY:
 OCT-MAY, 0730-1600, M-F
 JUN-SEP, 0600-1500, M-F
 NOTE: CONTRACTOR TO DELIVER FROM CONTRACTOR'S
 STORAGE FACILITIES AT KAUAI FOR DELIVERY INTO
 GOVT TANKS AT PMRF, BARKING SANDS.
 MINIMUM DELIVERY: 7,000 GALLONS
THIS FUEL IS DESC FUNDED

UNITED STATES NAVY

MAKAHA RIDGE

HI, NAVY, (FOR BARKING SANDS RANGE)(FOR PMRF, CONTRACTOR-ITT
 INDUSTRIES, SYSTEMS DIVISION) ISLAND OF KAUAI

KAUAI COUNTY

DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4641

506-70	DIESEL FUEL #2, HIGH SUL (HS2)	50,000	GL	\$
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TANK WAGON (TW), INTO
 2/6,000 GALLON TANKS
 ANTICIPATE 0% ON HIGHWAY USE

UNITED STATES NAVY

PORT ALLEN HARBOR,

HI, NAVY, (DOCKSIDE, FOR BARKING SANDS RANGE)(FOR PMRF, CONTRACTOR-ITT
 INDUSTRIES, SYSTEMS DIVISION) SURFACE TARGET, ISLAND OF KAUAI

KAUAI COUNTY

DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4641

512-28	GASOLINE, REG UNL (MUR)	55,000	GL	\$
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TANK WAGON (TW), INTO
 1/2,000 GALLON TANK TRUCK
 ANTICIPATE 10% ON HIGHWAY USE

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PORT ALLEN

HI, NAVY, MARINE DEPARTMENT, (FOR PMRF, CONTRACTOR-ITT INDUSTRIES, SYSTEMS DIVISION), ISLAND OF KAUAI

KAUAI COUNTY

DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4641

518-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK TRUCK (TT), W/PUMP INTO 2/5,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE MULTIPLE DROP	180,000	GL	\$
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UNITED STATES NAVY

KOKEE/KOKEE STATE PARK

HI, NAVY, (FOR BARKING SANDS RANGE) (FOR PMRF, CONTRACTOR-ITT SERVICES, SYSTEMS DIVISION), ISLAND OF KAUAI

KAUAI COUNTY

DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4641

524-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 2/25,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 2,500 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	10,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

BARBERS POINT

HI, NAVY, NAVAL AIR STATION, MISSION STREET (FOR PUBLIC WORKS CENTER),
 ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62755**
 ORDERING OFFICE: **808-471-0042**

542-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	145,000	GL	\$
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542-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	0	GL	\$
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**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 542-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

542-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	40,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, FORD ISLAND, BUILDING 197, LEXINGTON BOULEVARD AND INDEPENDENCE STREET (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62755**
 ORDERING OFFICE: **808-471-0042**

548-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 3,500 GALLONS	66,000	GL	\$
548-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 3,500 GALLONS	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 548-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, SHIPYARD AVENUE D AND 10TH STREET (FOR PUBLIC WORKS CENTER),
 ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62755**
 ORDERING OFFICE: **808-471-0042**

554-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/10,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 2,000 GALLONS MAXIMUM DELIVERY: 8,500 GALLONS	936,000	GL	\$
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554-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/10,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 2,000 GALLONS MAXIMUM DELIVERY: 8,500 GALLONS	0	GL	\$
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**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 554-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

554-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), W/3 INCH CAMLOCK (DRY COUPLER) INTO 2/6,000 GALLON ABOVE GROUND TANK(S) (BOTTOM LOAD) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 6,000 GALLONS	280,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

KANEOHE

HI, NAVY, MCBH, D STREET, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N00318**
 ORDERING OFFICE: **808-257-3187**

561-19	GASOHOL, MID UNL (GUM) TANK TRUCK (TT), INTO 2/12,000 GALLON TANK AT BUILDING 6506 ANTICIPATE 15% ON HIGHWAY USE MINIMUM DELIVERY: 9,000 GALLONS MAXIMUM DELIVERY: 18,000 GALLONS	336,000	GL	\$
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561-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 2/12,000 GALLON TANK AT BUILDING 6506 ANTICIPATE 15% ON HIGHWAY USE MINIMUM DELIVERY: 9,000 GALLONS MAXIMUM DELIVERY: 18,000 GALLONS	0	GL	\$
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**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 561-19.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

561-68	DIESEL FUEL #2, LOW SULF (LS2) TANK TRK/TRL (TTR), W/PUMP INTO 3/12,000 GALLON TANK AT BUILDING 6506 ANTICIPATE 75% ON HIGHWAY USE MULTIPLE DROP	520,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

LUALUALEI

HI, NAVY, NAVAL MAGAZINE DEPOT, BUILDING 415 KOLEKOLE ROAD (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62755**
 ORDERING OFFICE: **808-471-0042**

567-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 3,000 GALLONS	56,000	GL	\$
567-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 3,000 GALLONS	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 567-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, NAVAL STATION BUILDINGS 1333, 1247, 1623, & BLDG 136 AT FORD ISLAND.
ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: N62813
ORDERING OFFICE: 808-474-9187

573-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK NEXT TO BLDG 44 (FORD ISLAND) ANTICIPATE 100% ON HIGHWAY USE	76,800	GL	\$
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573-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK NEXT TO BLDG 44 (FORD ISLAND) ANTICIPATE 100% ON HIGHWAY USE	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 573-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

573-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/1,000 GALLON TANK AT BLDG 136 (FORD ISLAND) 4/1,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE	20,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, NAVAL STATION, BUILDING A19 - GOLF COURSE MAINTENANCE; BUILDING 610
 - MARINA, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62813**
 ORDERING OFFICE: **808-471-0142/9680**

579-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/500 GALLON TANK AT BUILDING 610 (MARINA) 1/1,000 GALLON TANK AT BUILDING A19 (NMGC) ANTICIPATE 0% ON HIGHWAY USE	70,000	GL	\$
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579-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/500 GALLON TANK AT BUILDING 610 (MARINA) 1/1,000 GALLON TANK AT BUILDING A19 (NMGC) ANTICIPATE 0% ON HIGHWAY USE	0	GL	\$
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**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 579-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

579-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/600 GALLON TANK AT BUILDING A19 (NMGC) ANTICIPATE 0% ON HIGHWAY USE	15,000	GL	\$
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579-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/500 GALLON TANK AT BUILDING 610 (MARINA) ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 250 GALLONS	72,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, NAVAL SHIPYARD, BUILDING 149 (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62755**
 ORDERING OFFICE: **808-473-0494**

585-681	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/10,000 GALLON TANK AT PORTABLE BOILER (LOCATED BEHIND WATER TANK # S-1066) ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 2,000 GALLONS NOTE: STORAGE TANK IS LOCATED IN A SMALL AREA ACCESSABLE ONLY BY SMALL TRUCKS.	200,000	GL	\$ <hr/> <hr/>
585-682	DIESEL FUEL #2, LOW SULF (LS2) TANK TRUCK (TT), INTO 1/50,000 GALLON TANK AT POWER PLANT #2, TANK # S-1062 ANTICIPATE 0% ON HIGHWAY USE	800,000	GL	\$ <hr/> <hr/>
585-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK TRUCK (TT), INTO 1/75,000 GALLON TANK AT POWER PLANT #2, TANK # S-1063 ANTICIPATE 0% ON HIGHWAY USE	400,000	GL	\$ <hr/> <hr/>

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, NAVAL SHIPYARD, TRANSPORTATION COMPOUND, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N32253**
 ORDERING OFFICE: **808-474-5235**

593-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK TRUCK (BOTTOM LOADING) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 MINIMUM DELIVERY: 600 GALLONS MAXIMUM DELIVERY: 1,000 GALLONS EMERGENCY DELIVERIES MAY BE REQUIRED DURING WEEKENDS WITH ADVANCE NOTICE.	20,000	GL	\$
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593-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK TRUCK (BOTTOM LOADING) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 MINIMUM DELIVERY: 600 GALLONS MAXIMUM DELIVERY: 1,000 GALLONS EMERGENCY DELIVERIES MAY BE REQUIRED DURING WEEKENDS WITH ADVANCE NOTICE.	0	GL	\$
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**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 593-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

PEARL HARBOR

HI, NAVY, PWC COMPOUND, BUILDING X-30 MOANALUA RANGE, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **N62755**
 ORDERING OFFICE: **808-471-0042**

599-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/8,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 7,500 GALLONS	356,000	GL	\$
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599-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/8,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 7,500 GALLONS	0	GL	\$
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**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 599-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

599-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/8,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 7,500 GALLONS	54,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

WAHIAWA

HI, NAVY, NAV COM STATION, BUILDING S232, ANZIO DRIVE, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-471-0042

611-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1500 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 2,500 GALLONS	54,000	GL	\$
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611-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1500 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 2,500 GALLONS	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 611-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

UNITED STATES NAVY

WAHIAWA

HI, NAVY, NAVAL COMPUTER & TELECOMMUNICATIONS AREA MASTER STATION, PACIFIC, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: N00950
 BILLING DODAAC: N68566
 ORDERING OFFICE: 808-653-5473

617-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK TRUCK (TT), INTO 1/10,000 GALLON TANK 1/12,000 GALLON TANK 1/20,000 GALLON TANK 2/2,000 GALLON TANKS 2/15,000 GALLON TANK 3/5,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE MULTIPLE DROP	80,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

WAIPAHU

HI, NAVY, NAVAL SEA SYSTEMS COMMAND DETACHMENT, INACTIVE SHIP MAINTENANCE FACILITY, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: N57026
 ORDERING OFFICE: 808-471-4521

624-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), W/100 FEET OF HOSE INTO 1/23,000 GALLON TANK TRAILER AT YRDH-6 AT PIER ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 20,000 GALLONS	50,000	GL	\$
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UNITED STATES NAVY

WEST LOCH

HI, NAVY, NAVAL MAGAZINE DEPOT, WEST LOCH BRANCH 18TH & G STREET (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-471-0042

630-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	90,000	GL	\$
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630-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 630-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

630-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS	12,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES AIR FORCE

HICKAM AFB

HI, USAF, 15TH LOGISTICS SUPPORT DIVISION (PACAF), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **FP5260**
 BILLING DODAAC : **FP5260**
 ORDERING OFFICE: **(808) 449-2707**
 ORDERING DODAAC : **FP5260**

750-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW), INTO 1/100,000 GALLON TANK AT BUILDING T-11064 AREA 11 2/10,000 GALLON TANKS AT BUILDING 1037 ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 8,000 GALLONS MINIMUM DELIVERY: 4,000 GALLONS MAXIMUM DELIVERY: 8,000 GALLONS TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE MULTIPLE DROP	625,000	GL	\$
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750-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 2/10,000 GALLON TANK AT BUILDING 1037 ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 8,000 GALLONS MINIMUM DELIVERY: 4,000 GALLONS MAXIMUM DELIVERY: 8,000 GALLONS TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE. MULTIPLE DROP	400,000	GL	\$
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750-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 2/10,000 GALLON TANK AT BUILDING 1037 ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 8,000 GALLONS MINIMUM DELIVERY: 4,000 GALLONS MAXIMUM DELIVERY: 8,000 GALLONS TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE. MULTIPLE DROP	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 750-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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DEPARTMENT OF DEFENSE (DoD) DEFENSE FUEL SUPPLY POINT (DFSP)

SCHOFIELD BARRACKS

HI, DOD DFSP, SERVICE STATION, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: UY7325
 ORDERING OFFICE: 808-477-6692

940-13	DIESEL FUEL #2 (DL2) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 1/20,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 100% ON HIGHWAY USE AVERAGE DELIVERY: 7,600 GALLONS MINIMUM DELIVERY: 7,600 GALLONS MAXIMUM DELIVERY: 7,600 GALLONS THIS FUEL IS DESC FUNDED/CAPITALIZED	400,000	GL	\$
940-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 1/20,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 9,000 GALLONS MINIMUM DELIVERY: 9,000 GALLONS MAXIMUM DELIVERY: 9,000 GALLONS THIS FUEL IS DESC FUNDED/CAPITALIZED	70,000	GL	\$
940-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE*** TANK TRUCK (TT), INTO 1/20,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 9,000 GALLONS MINIMUM DELIVERY: 9,000 GALLONS MAXIMUM DELIVERY: 9,000 GALLONS THIS FUEL IS DESC FUNDED/CAPITALIZED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 940-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL	\$

ITEM NUMBER	ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES NAVY

BARBERS POINT

HI, NAVY, MSC, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY DODAAC: **SJ0600**
 BILLING DODAAC: **HD1121, W811AC, W81Y9R, 149233**
 ORDERING OFFICE: **808-477-6692**

950-24	GASOHOL, REG UNL (GUR)	1,020,000	GL	\$
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FOB ORIGIN (FOB), PIER SIDE AND TRUCK LOADING RACK INTO MSC CHARTERED MARINE VESSEL AT BARBERS POINT PIER
 ANTICIPATE 0% ON HIGHWAY USE
 MINIMUM DELIVERY: 21,000 GALLONS
 MAXIMUM DELIVERY: 294,000 GALLONS
 NOTE: MINIMUM PUMP RATE OF 1,000 BPH IS REQUIRED FOR PIER SIDE "PIPELINE" LOADING (WHETHER PRODUCT IS LOADED ONTO A VESSEL EITHER BY PIPELINE OR BY TANK TRUCK).
 THE SHORE TANK USED MUST BE SAMPLED. IF FOUND TO BE HOMOGENEOUS AND THE PIER PIPELINE IS CAPABLE OF BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN FULL SPECIFICATION TESTING WILL BE PERFORMED ON THE SHORE TANK SAMPLE.
 IF THAT TANK IS FOUND NOT TO BE HOMOGENEOUS (EG: STRATIFIED), OR IF PIER PIPELINE IS INCAPABLE OF BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN THE CONTRACTOR WILL BE RESPONSIBLE FOR PRODUCT QUALITY ONBOARD THE VESSEL, HAVING FULL SPECIFICATION TESTING PERFORMED ON THE VESSEL COMPOSITE.
 IF THE SPEC TEST RESULTS ARE NOT AVAILABLE BEFORE THE VESSEL RELEASE DATE, THEY MAY BE SUPPLIED TO THE COGNIZANT QAR NO LATER THAN 72 HRS AFTER THE VESSEL RELEASE DATE/TIME ANNOTATED ON THE DD250-1, AND PRIOR TO VESSEL DISCHARGE. FINAL GOVT ACCEPTANCE OF PRODUCT WILL NOT TAKE PLACE UNTIL THE FINAL TEST RESULTS ARE RECEIVED.

THIS FUEL IS DESC FUNDED/CAPITALIZED

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
950-28	<p>GASOLINE, REG UNL (MUR)</p> <p>FOB ORIGIN (FOB), PIER SIDE AND TRUCK LOADING RACK INTO MSC CHARTERED MARINE VESSEL AT BARBERS POINT PIER</p> <p>ANTICIPATE 0% ON HIGHWAY USE</p> <p>MINIMUM DELIVERY: 21,000 GALLONS</p> <p>MAXIMUM DELIVERY: 294,000 GALLONS</p> <p>NOTE: MINIMUM PUMP RATE OF 1,000 BPH IS REQUIRED FOR PIER SIDE "PIPELINE" LOADING (WHETHER PRODUCT IS LOADED ONTO A VESSEL EITHER BY PIPELINE OR BY TANK TRUCK).</p> <p>THE SHORE TANK USED MUST BE SAMPLED. IF FOUND TO BE HOMOGENEOUS AND THE PIER PIPELINE IS CAPABLE OF BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN FULL SPECIFICATION TESTING WILL BE PERFORMED ON THE SHORE TANK SAMPLE.</p> <p>IF THAT TANK IS FOUND NOT TO BE HOMOGENEOUS (EG: STRATIFIED), OR IF PIER PIPELINE IS INCAPABLE OF BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN THE CONTRACTOR WILL BE RESPONSIBLE FOR PRODUCT QUALITY ONBOARD THE VESSEL, HAVING FULL SPECIFICATION TESTING PERFORMED ON THE VESSEL COMPOSITE.</p> <p>IF THE SPEC TEST RESULTS ARE NOT AVAILABLE BEFORE THE VESSEL RELEASE DATE, THEY MAY BE SUPPLIED TO THE COGNIZANT QAR NO LATER THAN 72 HRS AFTER THE VESSEL RELEASE DATE/TIME ANNOTATED ON THE DD250-1, AND PRIOR TO VESSEL DISCHARGE. FINAL GOVT ACCEPTANCE OF PRODUCT WILL NOT TAKE PLACE UNTIL THE FINAL TEST RESULTS ARE RECEIVED.</p> <p>THIS FUEL IS DESC FUNDED/CAPITALIZED</p>	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 950-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES POSTAL SERVICE

HILO

HI, USPS, 1299 KEKUANAOA STREET, GENERAL LYMAN FIELD 96720-9998, ISLAND OF HAWAII

HAWAII COUNTY

DELIVERY FEDAAC: 189202
ORDERING OFFICE: 808-933-7092

B01-24	GASOHOL, REG UNL (GUR) TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE MINIMUM DELIVERY: 5,200 GALLONS	62,000	GL	\$
B01-28	GASOLINE, REG UNL (MUR) TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE MINIMUM DELIVERY: 5,200 GALLONS	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B01-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

UNITED STATES POSTAL SERVICE

HONOLULU

HI, USPS, MAIN OFFICE 3600 AOLELE STREET 96820-9998, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY FEDAAC: 189203
ORDERING OFFICE: 808-423-3914/3909

B07-24	GASOHOL, REG UNL (GUR) TANK TRUCK (TT), INTO 2/6,000 GALLON TANKS ANTICIPATE 95% ON HIGHWAY USE	80,000	GL	\$
B07-28	GASOLINE, REG UNL (MUR) TANK TRUCK (TT), INTO 2/6,000 GALLON TANKS ANTICIPATE 95% ON HIGHWAY USE	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B07-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

B07-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	110,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES POSTAL SERVICE

HONOLULU,
 HI, USPS, 4354 PAHOA AVENUE, WAIALAE KAHALA STATION, ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY FEDAAC: 1892AH
 ORDERING OFFICE: 808-737-8920

B08-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE	40,000	GL	\$
B08-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B08-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

UNITED STATES POSTAL SERVICE

HONOLULU
 HI, USPS, VMF, 89 SAND ISLAND ROAD 96819-2200, ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY FEDAAC: 189217
 ORDERING OFFICE: 808-832-3267

B09-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	40,000	GL	\$
B09-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	0	GL	\$

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B09-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES POSTAL SERVICE

HONOLULU,

HI, USPS, 7040 HAWAIKAI DRIVE, 96825-9998, 13.6 MILES NORTHEAST OF HONOLULU,
 ISLAND OF OAHU,

HONOLULU COUNTY

DELIVERY FEDAAC: **1892AJ**
 ORDERING OFFICE: **808-395-9765**

B19-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	45,000	GL	\$
B19-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	0	GL	\$

**NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B19-24.
 AWARD WILL BE MADE AT THE OVERALL LEAST COST TO
 THE GOVERNMENT.**

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES COAST GUARD

HONOLULU

HI, USCG, SAND ISLAND ACCESS RD, AREA 4, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY FEDAAC: **Z47810**
 ORDERING OFFICE: **808-541-1556**

B20-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), W/PUMP AND METER INTO 1/500 GALLON ABOVE GROUND TANK(S) AT MOTOR POOL ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 300 GALLONS MAXIMUM DELIVERY: 500 GALLONS	7,400	GL	\$
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B20-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), W/PUMP AND METER INTO 1/500 GALLON ABOVE GROUND TANK(S) AT MOTOR POOL ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 300 GALLONS MAXIMUM DELIVERY: 500 GALLONS	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B20-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

B20-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), W/PUMP AND METER INTO 1/2,000 GALLON ABOVE GROUND TANK(S) (STATION HONOLULU) 1/500 GALLON ABOVE GROUND TANK(S) (MOTOR POOL) ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 200 GALLONS MAXIMUM DELIVERY: 2,000 GALLONS	30,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES POSTAL SERVICE

KANEOHE

HI, USPS, 46-036 KAMEHAMEHA HIGHWAY, 96744-9998, ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY FEDAAC: 189206
 ORDERING OFFICE: 808-235-3761

B31-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	48,000	GL	\$
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B31-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B31-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

UNITED STATES COAST GUARD

LIHUE

HI, USCG, NAWILIWILI MOORING

ISLAND OF KAUAI

DELIVERY FEDAAC: Z13316
 ORDERING OFFICE: 808-541-1556

B32-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), W/PUMP AND METER INTO 1/1,000 GALLON ABOVE GROUND TANK(S) (USCGC KITTIWAKE) ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 200 GALLONS MAXIMUM DELIVERY: 1,000 GALLONS	60,000	GL	\$
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE/ USG
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UNITED STATES POSTAL SERVICE

PEARL CITY

HI, USPS, POST OFFICE, 950 KAMEHAMEHA HIGHWAY, 96782-9998 (6 MILES FROM CITY), ISLAND OF OAHU

HONOLULU COUNTY

DELIVERY FEDAAC: 189214
 ORDERING OFFICE: 808-456-0660

B37-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE	75,000	GL	\$
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B37-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE	0	GL	\$
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B37-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

DEPARTMENT OF AGRICULTURE

WAIMANLO

HI, DA, 41-650 AHIKIST, FRUIT FLY REARING FACILITY, ISLAND OF OAHU

HAWAII COUNTY

DELIVERY FEDAAC: 129296
 ORDERING OFFICE: 808-259-8822

B43-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/5,200 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	130,000	GL	\$
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REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

PREAWARD

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation ● is, ○ is not a master solicitation for the [3.10 – HAWAII](#) Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is [25 September 2000, 3:00 PM Local Time, Fort Belvoir VA](#). Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package..

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer 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.

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 EAST L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The

offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

FAR 52.212-1, **tailored**/DESC 52.212-9F20)

POSTAWARD

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)

(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's right to be paid amounts due as a result of performance of this contract, may be assigned 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).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(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;

(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.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(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 purposes. 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 rights and remedies provided by 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 or implied 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.

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

The following clause applies only to DESC-funded (Capitalized) items:

**11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION)
(DESC AUG 1999)**

(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's right to be paid amounts due as a result of performance of this contract, may be assigned 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).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(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;

(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.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **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.

(j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(k) **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.

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

(m) **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 purposes. 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.

(n) **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 rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(o) **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.

(p) **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.

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

(r) **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.

(s) **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.

(t) **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.

(FAR 52.212-4, **tailored**/DESC 52.212-9F51)

OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS

ADDENDUM #1
PREAWARD SOLICITATION PROVISIONS

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.

Full Name	Title	Phone	FAX	E-Mail
Full Name	Title	Phone	FAX	E-Mail

(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)

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)

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

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

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

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

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

(5) Exceptions.

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

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

(b) PAST PERFORMANCE SUBMISSION.

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) ([Attachment II](#)) and submit a separate description of any past efforts to subcontract with small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses identifying highly successful efforts or any regulatory or subcontracting plan noncompliance. The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the [last five \(5\) years](#). All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

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

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

(DESC 52.215-9F80)

L54	SITE VISIT (DESC OCT 1992)
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(a) It is the responsibility of the offerors/bidders 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. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

L63.19	NOTICE OF APPLICATION OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC MAR 1999)
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(a) This clause applies to Federal Civil items only.

(b) The small disadvantaged business Price Evaluation Adjustment (SDB PEA) provided by the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause will be applied only through the end of Fiscal Year 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the PEA may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the PEA.

(DESC 52.219-9F06)

L96	ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)
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The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

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)

(a) Any hand-carried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "hand-carried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "hand-carries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

EVALUATION FACTORS FOR AWARD

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

M11.02 EVALUATION - F.O.B. ORIGIN (ALASKA/HAWAII) (DESC APR 1984)

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the States of Alaska and Hawaii. Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the States of Alaska and Hawaii. This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(DESC 52.247-9F65)

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FRPs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FPRs, will be used in evaluating offers.

(DESC 52.216-9F45)

M41 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (DESC JUN 1999)(REV)

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment and on file or published at the date of the bid opening or initial proposal due date shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be so identified and shall be used in the evaluation.

(b) For truck rates, a guaranteed traffic (GT) rate will be used in the evaluation. Where there is no GT rate, a state-to-state, a point-to-point tender rate, or an SRO rate, whichever is lower, will be used. Where there is no GT, state-to-state, point-to-point tender rate, or SRO rate file, a regional rate will be used. If none of the former rates exist for a given route, a quote will be obtained and used for evaluation. In the event that none of the former rates exist and a market survey for quotes results in no responses, a CONUS-wide tender rate will be used in evaluation.

(c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(DESC 52.247-9F75)

M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F20)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC MAR 1999)

(a) APPLICATION. This provision applies only after all price evaluation factors have been considered.

(b) BASIS OF AWARD.

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors, which are in descending order of importance:

(i) Price;

(ii) Past Performance; and

(iii) Socioeconomic Commitment.

The relative influence of price, past performance, and socioeconomic commitment will depend on the differences among the competing offerors, and not on any predetermined, fixed, weighted arrangements or trade-off formula. Price is more important than past performance, and price combined with past performance is significantly more important than socioeconomic commitment. All evaluation factors other than price (past performance and socioeconomic commitment), when combined, are approximately equal to price in importance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government among price, past performance, and socioeconomic commitment. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the benefits associated with the offeror's record of past performance and socioeconomic commitment.

(c) ACCEPTABILITY OF OFFERS. An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(d) EVALUATION OF PAST PERFORMANCE.

(1) The Government will evaluate, based on preestablished standards, the quality of the offeror's past performance. This may include any aspect of past performance related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor past performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship; to adhere to contract schedules, including the administrative aspects of performance; to provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or to display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) Quality of Product and Service. Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) Schedule. Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) Business Relations. Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, HUBZone small business, small disadvantaged business, and women-owned small business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(e) EVALUATION OF SOCIOECONOMIC COMMITMENT.

(1) The socioeconomic proposal provided by the offeror will be evaluated as follows:

(i) As a separate factor, for the offeror's proposal under this solicitation; and

(ii) As an element of the Business Relations subfactor of the Past Performance Factor.

(2) The Government will evaluate, based on preestablished standards, the extent to which an offeror proposes to use small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. An offeror that demonstrates greater commitment to partnering and subcontracting with small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will receive more favorable ratings. An offeror with higher percentage, complexity level, and variety of participation by small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses generally will receive more favorable ratings. An offeror's current efforts to develop additional opportunities for small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will also be considered.

(3) The offeror's proposal for socioeconomic support will be made a part of any resultant contract for use in determining how well the Contractor adheres to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor performs. This determination may be used in future best value decisions.

(f) BEST VALUE DETERMINATION. After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in price, past performance, and socioeconomic commitment. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. If, in any paired comparison, the offerors are equal in the elements of price and past performance, then the offeror with the superior socioeconomic evaluation will represent the better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on price, past

performance, and socioeconomic commitment. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F55)

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

<u>TITLE</u>	<u>LOCATION</u>
<input checked="" type="checkbox"/> DD FORM 1707: INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
<input checked="" type="checkbox"/> SF FORM 1449: SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS	PAGE 1
<input checked="" type="checkbox"/> OFFEROR SUBMISSION PACKAGE (OSP)	SEPARATE COVER
<input checked="" type="checkbox"/> POSTING HISTORY INSTRUCTIONS	ATTACHMENT I
<input checked="" type="checkbox"/> CONTRACTOR PERFORMANCE DATA SHEET	ATTACHMENT II
<input checked="" type="checkbox"/> OFFEROR PRICING SHEETS	ATTACHMENT III

**ADDENDUM #2
POSTAWARD CONTRACT CLAUSES**

B19.01-3 ECONOMIC PRICE ADJUSTMENT (PC&S) (HAWAII) (DESC MAY 2000)

The Contractor warrants that the unit prices set forth in this contract do not include any contingency allowance to cover the possibility of increases in the reference price(s) in the Contractor's offer.

PART A – DEFINITIONS

(a) The term **listed items** means the items of **SECTION B** of the Schedule that are listed in the Reference Price Tabulation in **PART C** below, and are the only items to which price adjustment shall apply unless otherwise provided in the contract Schedule.

(b) The term **base unit price** will mean the original contract price.

(c) The term **base reference price** means that reference price that will provide the basis for subsequent adjustments. The base reference price is the *Energy Information Administration (EIA)/Petroleum Marketing Monthly (PMM)* published price indicated in the Table below.

(d) The term **reference price** means the price(s) published by the *EIA/PMM*, upon which price adjustments will be made. The reference price should be the published price for the same or similar products as the item(s) being purchased.

(e) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.

PART B – PRICE ADJUSTMENTS

(a) The prices payable under this contract shall be made in two increments, the base unit price and a supplemental adjustment, as follows:

(1) The base unit prices shall be invoiced and paid for product delivered throughout the contract period.

(2) Retroactive adjustments to base unit prices billed shall be made monthly as hereinafter provided.

Inasmuch as the *PMM* published prices are published on a three-month delay, retroactive adjustments will be made to provide for price changes applicable to deliveries made during that month.

(b) The retroactive adjustment shall be the difference (increase or decrease, cent-for-cent, or fraction thereof) from the base reference price as shown in Column **V** of the Reference Price Tabulation in **PART C** below and the reference price published in the *PMM* for the month in which deliveries were made. The Contracting Officer, Defense Energy Support Center, will issue a notification to this contract to reflect any adjustment pursuant to this clause. Authorized adjustments will be made by supplemental payments or credits. Supplemental payments will be made on the basis of supplemental invoices that must identify the contract number, order number, original invoice number, quantities, and the amount of adjustment to be made.

(c) When the *PMM* is published, a contract modification specifying the appropriate adjustment(s) shall be issued. This modification shall be the basis for the Contractor's supplemental billing, or a Government credit deductible from invoices payable; or, at the end of the contract period, if no invoice is then payable, a Contractor's refund in the appropriate amount. By execution of this contract, the Contractor agrees to furnish, with the invoice for the final delivery under this contract, written certification that all adjustments due the Government under these price adjustment provisions have been previously stated in supplemental invoices.

(d) For purposes of this supplemental invoicing and payment, this contract is effective for 90 days after the end of the ordering period, which is specified in the DELIVERY AND ORDERING PERIODS clause.

(e) Notwithstanding any provision of this clause to the contrary, the prices payable under this contract shall in no event exceed either--

(1) The lower of the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery; or

(2) Maximum price(s) as specified in (f) below.

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

(1) If, at any time, the Contractor has reason to believe that within the near future, a price adjustment under this economic price adjustment clause will result in an adjusted unit price that exceeds the current ceiling price for the applicable item(s), the Contractor shall promptly notify the Contracting Officer of the expected increase. The notification shall include the Contractor's proposal of a revised ceiling believed to be sufficient to permit contract completion. The proposal shall include the appropriate explanation(s) and/or documentation as required by the Contracting Officer. Both parties shall promptly attempt to reach agreement on a new ceiling.

(2) If, in the absence of agreement on a new ceiling, the Contractor experiences a price increase that results in an adjusted unit price above the current ceiling, the Contractor shall promptly notify the Contracting Officer. Absent a new ceiling and as long as the applicable unit price(s) exceed(s) the current ceiling, the Contractor is not obligated to fill either pending or future orders for applicable line items, as of the effective date of the price increase. If, however, notwithstanding the lack of agreement on a new ceiling, the Contracting Officer indicates in writing that the Government is prepared to purchase the line items in question for the price(s) as adjusted beyond the current ceiling, the Contractor shall continue to honor such orders.

PART C - REFERENCE PRICES

(a) The reference price for each item upon which the supplemental adjustment is to be made (see **PART B**, paragraph (a), above) are contained in the *PMM, Table 32, Conventional Motor Gasoline Prices by Grade, Sales Type, PAD District, and State – PAD District = V, State = Hawaii*, under the heading Regular, Sales for Resale, DTW.

(b) In the event the *EIA* ceases to publish the *PMM* or changes its methods of publishing the selected reference prices, the parties shall agree to a substitute publication and/or an appropriate reference price comparable to the one the publication has ceased to publish or changed its methods in reporting.

REFERENCE PRICE TABULATION

I	II	III	IV	V
Item no. (listed items)	Name of product for which reference price is published	Method of delivery applicable to the reference price	Location where reference price is applicable (reported area)	Reference price as of 1 AUG 00 (<i>date of publication</i>) EIA/PMM Table 32 PAD District V Regular/DTW* (excludes all taxes)
-28	Gasoline, Regular Unleaded	TT/TW	Hawaii	1.0320

* Can be found via the internet at:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/petroleum_marketing_monthly/pmm.html

(DESC 52.216-9FZ2)

B19.27	ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII) (DESC JUL 1999)
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(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with the provisions of this clause.

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

(1) **Award price** means the unit price offered for the item of supply identified by the item number.

(2) **Established catalog price** is the price with which the award price is to fluctuate. The established catalog price is a price for a commercial item sold in substantial quantities to the general public and is the net price after applying any standard trade discounts offered by the Contractor. Accordingly, changes in the discount shall be treated as a change in the established catalog price, provided such discount is offered in substantial quantities to the general public.

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

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

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

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

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

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Contracting Officer of any change in the established catalog price within 15 days from the effective date of such change.

(i) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall consist of a copy of the Contractor's supplier's notice or invoice, which clearly shows the supplier's, name, the increase/decrease in price or invoice price, the applicable product, and the effective date of the change.

(ii) **CHANGE IN CONTRACTOR'S POSTED PRICE.** If the Contractor's posted price changes for reasons other than a change in supplier price, the price change notification shall include written documentation sufficient to justify such change. In the event the Contracting Officer determines the justification insufficient to warrant such a change, the Contractor will be notified within three working days of DESCs receipt of the price change notification. The Contractor shall continue performance under this contract until the situation is resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the established catalog price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(3) **NOTIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** in accordance with the following:

(i) The effective date of the price change notification will be the date of the latest posting issued on or prior to the date of delivery.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the established catalog price within the allotted 15-day period, such decrease shall apply to deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established catalog price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(iii) **INCREASES.** Any increase in unit price as a result of an increase in the established catalog price shall apply to all deliveries made on or after the effective date of the price change issued by the Contracting Officer. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

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

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

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

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

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

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

(DESC 52.216-9FW5)

C1	SPECIFICATIONS (DESC JAN 1997)
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Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02	DODISS SPECIFICATIONS (DESC JUN 1999)
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Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 1998, and its supplement dated May 1, 1999.

(DESC 52.246-9FT1)

C16.09 TURBINE FUEL, AVIATION (JET A/A1/A50/B) (DESC JUN 2000)

Aviation turbine fuel shall be in accordance with the requirements of ASTM D 1655 with the following modifications.

(a) **ADDITIVES.**

(1) **CONDUCTIVITY.** If fuel contains electrical conductivity additive, the conductivity limits of 50-450 picosiemens per meter (ps/m) as measured by ASTM D 2624 shall apply.

(2) **THERMAL STABILITY.** Product shall be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260 °C, and must exhibit--

- (i) A maximum heater tube deposit rating of "less than code 3";
- (ii) A maximum pressure drop of 25 millimeters of mercury; and
- (iii) Rerun of test at 245 °C to achieve the results identified above is not permitted.

(b) Type Jet A50 jet fuel defines a grade of product equal in all respects to type Jet A jet fuel except for freeze point, which is limited to -50°F maximum in lieu of -40°F maximum.

(DESC 52.246-9FLW)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC MAR 2000)

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

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

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

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

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

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

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

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

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

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

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol

will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasoline, Regular Unleaded	87
9130-01-355-2393	Gasoline, Midgrade Unleaded	89
9130-01-090-1094	Gasoline, Premium Unleaded	91

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

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

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

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

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

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

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

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

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

NOTE: FROM JULY 1, 1999, TO JANUARY 1, 2004, ALASKA IS EXEMPT FROM THE DIESEL FUEL MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT FOR ON-HIGHWAY USE STATED. THIS TEMPORARY EXEMPTION IS PUBLISHED IN THE FEDERAL REGISTER (VOL 64) DATED 25 JUNE 1999, 40 CFR PART 69.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) Fuel Stabilizer Additive, Corrosion Inhibitor/Lubricity Improver, and Fuel System Icing Inhibitor are not mandatory additives.

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

(iv) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below:

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

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

(iii) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

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

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

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

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

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

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

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

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

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

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

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

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; AND

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** ASTM D 396 applies.

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

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

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

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>	<u>TEST METHOD ¹</u>	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 ⁵	N/A	1,000 ppm max
6. Flash Point	ASTM D 93	N/A	100°F (38°C) min

NOTES:

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

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

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

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

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: _____

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

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

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

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

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

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

(DESC 52.246-9FW5)

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC DEC 1999)

(a) **QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide

procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.**

Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen;

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)
2. Shipping Line (All Modes): Dedicated Line Common Line	Prior to Loading/Shipping	Line	C B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: C - When loading lubes and FSII

NOTES FOR TABLE I:

(1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.

- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

TABLE II

SAMPLE RETENTION

TYPE OF SAMPLE	MINIMUM QUANTITY	RETENTION PERIOD
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Tanker/Barge)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Pipeline)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tank Truck/Car, Intermodal Container	1 Liter	15 Days (Lubes - 45 days)
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tanker/Barge Each Compartment	0.5 Liter	45 Days

TABLE III

DEFINITIONS OF TEST SERIES

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

TEST PROPERTIES	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE		BURNER FUELS		LUBES		FSII
	B	C	B	C	B	C	B	C	B	C	B	C	C
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparometer			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	

* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

LAST PRODUCT CARRIED (2)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.
(DESC 52.246-9F75)

E4 INSPECTION AND ACCEPTANCE (DESC NOV 1991)

(a) **INSPECTION.** When Government inspection is required, it will be performed by the Quality Representative assigned responsibility over the location where loading takes place. In order that such inspection can be accomplished, the Contractor will provide the Quality Office, upon receipt of an order, with the following information, at least 24 hours prior to delivery (5 days, if possible):

- (1) Contract number and order number;
- (2) Specification and nomenclature of product;
- (3) Date and time of shipment;
- (4) Name and location of refinery of supplies ordered and furnished;
- (5) Identity of conveyance and consignee; and
- (6) Quantity to be shipped.

(b) **ACCEPTANCE.**

(1) Acceptance by the Government of supplies ordered and furnished shall be at origin on f.o.b. origin deliveries.

(2) Acceptance by the Government of supplies ordered and furnished shall be at destination on f.o.b. destination deliveries.

(c) **QUALITY OFFICES AND AREAS.** A List of Quality Offices and Areas will be furnished to successful offerors.

(DESC 52.246-9FJ1)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)

IMPORTANT NOTE on EPA TESTING OF UNDERGROUND TANKS. If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

(a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(b) **F.O.B. DESTINATION.** On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon—

(1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(DESC 52.247-9FH5)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack meter ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

- (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
- (b) Gauging the receiving shore tank; or
- (c) Gauging the tanker/barge before and after delivery.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded;
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(C) If the Government does not require method (a)(2)(ii)(A) above and does not elect to use method (a)(2)(ii)(B) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

(a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or

(b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery. This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.

(d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **WATER BOTTOMS.**

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

(1) All product volumes measured in storage (receiving) tanks, tankers, and barges;

(2) All product volumes measured by meters on the (receiving) tank system;

(3) All product volumes determined by weight using a calibrated scale;

(4) All product volumes determined by loading rack meter;

(5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and

(6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1).

Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

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

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

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

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

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

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

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

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

(DESC 52.247-9FK1)

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)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: **Date of Award** and ends: **31 December 2002**

(2) Delivery period begins: **Date of Award** and ends: **30 days after end of ordering period.**

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

On items calling for delivery f.o.b. barge and/or T1 Class tanker at origin--

(a) **DELIVERY DATES.**

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.

(3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) **EXPECTED TIME OF ARRIVAL.**

(1) **FOR WESTPAC/EUR/MED SHUTTLE OPERATIONS.** The vessel designated to lift the cargo will notify the Contractor (at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number) of its name and the expected hour of arrival of the barge at least 72 hours before the expected time of arrival and update this notification at 48 and 24 hour intervals before expected arrival.

(2) **FOR ALL OTHER VESSELS.** The vessel designated to lift the cargo will notify the Contractor at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number of the name and the expected hour of arrival of the vessel at least 24 hours before the expected time of arrival.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 3 hours after receipt of notice of readiness to load from the vessel designated to load the cargo, a reachable berth free of cost to the Government, where the vessel can be safely moored and remain afloat at all times, for loading of the ordered supplies. Laytime shall commence, berth or no berth, either at the expiration of 3 hours after notice of readiness, or immediately when the vessel moors alongside, with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last scheduled delivery date as determined pursuant to paragraph (a) above, the Government scheduled vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 3:00 a.m. local time on the last agreed schedule delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon on the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to have the vessel loaded as soon as is reasonably possible under the circumstances prevailing at the time.

(3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until loading of the vessel is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) **ALLOWED LAYTIME.**

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 1 hour for each 2,000 barrels loaded.

(2) **INCREASES TO BASIC LAYTIME.**

(i) If, after laytime commences, the condition of the vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay that occurred after laytime commenced.

(iii) If regulations of the owner, operator of the vessel, Customs Officials, or Port Authority prohibit loading at any time after laytime commenced, time so lost shall be added to the basic allowed laytime.

(iv) If for any reason the Contractor is delayed in loading the barge or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

(v) If the vessel requests cargo tanks be cushioned or topped off during the loading process and the quantity of product cushioned or topped including the time spent cushioning/topping tanks is noted on the DD Form 250-1, Loading/Inspection Report, the basic allowed laytime shall be increased by the difference between the actual time taken to cushion/top tanks and the amount of time required to pump the same quantity of cushioned/topped product at the Contractor's actual loading rate exclusive of cushioning/topping time and cushioning/topping quantity.

(vi) Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(vii) There will be no increases made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.

(viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one half of the delay.

(e) For all hours of laytime that elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **TIME CHARTER VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.

(2) The demurrage rate set forth in the Carrier's Tender of Freight Services and Demurrage Invoice to the Government.

(3) **CONTRACT VESSELS.** At the hourly rate specified in the contract.

(f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arm shall be connected and disconnected by the Contractor.

(g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connection.

(DESC 52.247-9FB5)

F16	BARGE UNLOADING CONDITIONS (DESC MAY 1998)
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(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.

(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.

DEMURRAGE BEYOND FREE TIME

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>
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(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)

F98	DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)
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(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

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

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

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

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

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.07

ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAY 2000)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK:

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK:

(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK:

(DO NOT EXCEED 9 CHARACTERS)

ACCOUNT TYPE CODE: (Contractor to designate one)

- CHECKING TYPE 22
 SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES:

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME:

(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS:

(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE:

(DO NOT EXCEED 25 CHARACTERS)

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

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

Four horizontal lines of 153 character grid boxes for special instructions.

(DO NOT EXCEED 153 CHARACTERS)

OR

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

Four horizontal lines of 153 character grid boxes for third party information.

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: [grid] (DO NOT EXCEED 25 CHARACTERS)

TITLE: [grid] (DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: [grid] (DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

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

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

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

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

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

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

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

(DESC 52.232-9FJ1)

G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.**

Name: [DEFENSE ENERGY SUPPORT CENTER \(DESC\)](#)

Mailing Address: [ATTN: DESC-PLC](#)
[8725 JOHN J. KINGMAN RD STE 4950](#)
[FT BELVOIR VA 22060-6222](#)

Telephone Number(s): [\(703\) 767-9511 or 9529](#)

Person(s) to Contact: [KATHRYN RISO, Contracting Officer](#)
[or NANCY BARNETT, Contract Specialist](#)

Electronic Address: kriso@desc.dla.mil or nbarnett@desc.dla.mil

(FAR 52.232-35)

The following clause applies only to DESC-funded (Capitalized) items:

G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC MAR 1999)
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(a) **CONTRACTOR PASSWORD.** The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

(b) **PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.**

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) **COMMERCIAL RECEIPTS.**

(1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

(2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with "**NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE**" where applicable.

(d) **PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE.** At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The shipment date field automatically fills with the current date, which the Contractor will correct if necessary; the shipment date must reflect the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets with load quantities corrected to 60°F; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause. If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.

(2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:

- (i) The commercial ticket number;
- (ii) The quantity indicated on the commercial receipt, determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:

- (i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature.

(ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.

(4) The Government's Authorized Representative will either—

(i) Approve or accept the DD Form 250 document by electronic signature and submit the document via the PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR

(ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity's rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment the Activity may proceed to change either the quantity or shipment date to that which the Activity had asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(5) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(4)(ii) above) as soon as possible.

(6) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words "**CORRECTED COPY.**" As in (d)(4)(i) and (ii) above, the Contractor is notified, with automatic posting of the EDI transmission to the payment office.

(7) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(8) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.

(9) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is required except in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) – ADDENDUM clause.

(f) **PAYMENT.**

(1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.

(2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Both detention costs (allowable only for tank truck deliveries) and demurrage costs for barge deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FH6)

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S OVERSEAS) (DESC AUG 2000)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

11.01-1 DEFINITIONS (DESC FEB 1998)

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F10)

The following clause applies only to DESC-funded (Capitalized) items:

11.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC AUG 1999)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(a) **Exceptions** to the use of electronic invoicing are limited to the following:

(1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.

(2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.

(b) In the event of an exception to invoicing identified above, the Contractor shall--

(1) Fax its invoice to DFAS-CO-LSFC at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-CO-LSFC) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

- (2) Include the Contractor's fax number on each document transmitted.
- (3) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-LSFC specifically requests it.

(DESC 52.212-9F52)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

- (a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
- (b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
 FAR/DFARS: <http://www-far.npr.gov>
 DLAD: <http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm>
 DESC: <http://www.desc.dla.mil/main/pulicati.htm>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE	DATED
* K1.01-10	FAR 52.212-3/Alts I/III	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)	(OCT 1999/ OCT 1998/ JAN 1999)
* K1.05	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS	(NOV 1995)
* K85	DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (c) (703) 767-8506	(OCT 1997)
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS – DLAD	(DEC 1999)
L74	FAR 52.216-1	TYPE OF CONTRACT Firm Fixed Price with Economic Price Adjustment, Requirements Type	(APR 1984)
L114	FAR 52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	(APR 1984)
L115	FAR 52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	(APR 1984)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE	DATED
M2.11	FAR 52.212-2	EVALUATION - COMMERCIAL ITEMS	(JAN 1999)

* = Full text is incorporated in the Offeror Submission Package (OSP) for completion by the Contractor.

(2)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE	DATED
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	(AUG 1996)
E40	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(DEC 1991)
F105	FAR 52.211-16	<p>VARIATION IN QUANTITY</p> <p>(b) 10 Percent increase</p> <p>10 Percent decrease</p> <p>This increase or decrease shall apply to each delivery order.</p>	(APR 1984)
G9.09-1	FAR 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
* G9.11	FAR 52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION	(MAY 1999)
I1.04	FAR 52.212-5	<p>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS</p> <p>(b)</p> <ul style="list-style-type: none"> ● 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). ● 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer). ● 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)). ● 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)). ● 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ● Alt I. ● 52.222-21, Prohibition of Segregated Facilities (Feb 1999). ● 52.222-26, Equal Opportunity (E.O. 11246). ● 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212). ● 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793). ● 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212). ● 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332). 	(JUL 2000)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE	DATED
I1.05	DFARS 252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (b) ● 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note ● 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act – Balance of Payments Program (● Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note ● 252.243-7002 Requests for Equitable Adjustment, 10 U.S.C. 2410	(MAR 2000)
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 1998)
I11.04	FAR 52.242-13	BANKRUPTCY	(JUL 1995)
I27	FAR 52.203-3	GRATUITIES	(APR 1984)
I33	FAR 52.232-17	INTEREST	(JUN 1996)
I84	FAR 52.216-21	REQUIREMENTS (f) 30 DAYS AFTER EXPIRATION OF THE ORDERING PERIOD	(OCT 1995)
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	(JAN 1999)
I190.05	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(APR 1998)
I211	FAR 52.216-18	ORDERING (a) Date of Award through 31 December 2002	(OCT 1995)

* = Full text is incorporated in the Offeror Submission Package (OSP) for completion by the Contractor.

(DESC 52.252-9F08)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)
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(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

<u>FET PER GALLON</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.1840	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.1300	10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on any of these fuel oils (burner grades) although lighter grades (numbers 1, 2, and 4 (light)) must be dyed. It is the Contractor's responsibility to obtain fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

(6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. This tax should be included on the Contractor's invoice as a separate item only if no exemption applies.

(h) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(i) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes, which would otherwise be exempt.

(DESC 52.229-9F25)

128.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)
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(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates. Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.

(b) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

186.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:

(1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;

(2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or

(3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order received that exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may secure the supplies from another source.

(e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9FK1)

1179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity there under, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

1186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)
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(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

1190.06	MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)
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(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)
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(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)