

OFFEROR SUBMISSION PACKAGE

SOLICITATION: **SP0600-99-R-0107**

THE ENCLOSED SOLICITATION COVERS THE PERIOD: **01 JULY 1999**
THROUGH: **30 JUNE 2001**

INSTRUCTIONS:

1. The original completed package must be returned to: The Bid Custodian/DESC-PCC/RM 3729//Defense Energy Support Center//8725 John J. Kingman Road, Suite 4950//Ft. Belvoir, VA 22060-6222 as your offer. All documents to be filled-in or completed are contained in this Offeror Submission Package [OSP]:

Standard Form SF1449, Solicitation/Contract/Order for Commercial Items

All applicable fill-in clauses

Contractor Performance Data Sheet and Market & Sales Data Attachments

2. Be sure to proofread all offered prices submitted. They must be in actual dollars per gallon (e.g. \$0.00000), NOT price differentials. Prices should be listed beside the item in the Schedule or on a separate sheet of paper. Offers may not be acceptable.

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

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

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-99-0227		PAGE 1 OF 78							
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-R-0107		6. SOLICITATION ISSUE DATE 21 JANUARY 1999					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATTI BURKE				b. TELEPHONE NUMBER (no collect calls) (703) 767-9531		8. OFFER DUE DATE/LOCAL TIME 10 MAR1999 @ 3:00 PM					
9. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: PATTI BURKE/DFSC-PLB FAX NO.: (703) 767-8506				CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9				CODE			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01							
TELEPHONE NO.		FAX NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE IN CLAUSE B1.05 ON PAGES 6 through 24 (Attach additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA 97X4930.5CFO 01 26.1 S3350								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.										<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (<i>Signature of Contracting Officer</i>)							
30b. NAME AND TITLE OF SIGNER (<i>Type or Print</i>)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or Print</i>)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		42a. RECEIVED BY (<i>Print</i>)					
						42b. RECEIVED AT (<i>Location</i>)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(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 single-year requirements.

SEE LINE ITEMS LISTED ON SCHEDULE PAGES 4 THROUGH 22

ITEM
NUMBER

UNITED STATES ARMY

AKASAKA,
JA, ARMY, DEH, AKASAKA PRESS CENTER, BUILDING 6.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT.. 263-5340

005-44 FUEL OIL BURNER, (FJ1) 155,120 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/1,430 GALLON TANK (NR-8-N)
6/9,400 GALLON TANKS
MAXIMUM DELIVERY: 14,800 GALLONS
MINIMUM DELIVERY: NONE
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.
MULTIPLE DROP

UNITED STATES ARMY

KAWAKAMI
JA, ARMY, KAWAKAMI STORAGE AREA, MUNEYOSHI, HACHIHONMATSU-CHO,
HIGASHIHIROSHIMA-SHI.

DELIVERY DODAAC: W81F57
BILLING DODAAC : W81F57
ORDERING OFFICE: 0823-23-1192

006-44 FUEL OIL BURNER, (FJ1) 45,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/2,880 GALLON TANK (#S-2666-N)
1/2,380 GALLON TANK (#S-2680-N)
2/1,000 GALLON TANKS (#2770 AND #S-2607-N)
3/275 GALLON TANKS (#T-2685-N, 2675 AND
#S-2691-N)
MINIMUM DELIVERY: 1,000 GALLONS
MAXIMUM DELIVERY: 2,700 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.
MULTIPLE DROP

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

CAMP ZAMA
JA, ARMY, DEH, BOILER & CHILLER PLANT, BUILDING 131.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

011-44 FUEL OIL BURNER, (FJ1) 372,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/42,000 GALLON TANK (NR-131-2N)
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 37,000 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES ARMY

CAMP ZAMA
JA, ARMY, DEH, BOILER PLANT, BUILDING 350.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

016-44 FUEL OIL BURNER, (FJ1) 3,019,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/210,000 GALLON TANK (NR-S-350-4N)
MINIMUM DELIVERY: 66,600 GALLONS
MAXIMUM DELIVERY: 225,700 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

CAMP ZAMA
JA, ARMY, MAIN STORAGE TANK, BUILDING 646.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: 263-5340

021-44 FUEL OIL BURNER, (FJ1) 275,700 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/42,000 GALLON TANK (NR-131-1N)
MAXIMUM DELIVERY: 29,600 GALLONS
MINIMUM DELIVERY: NONE
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES ARMY

CAMP ZAMA
JA, ARMY, DEH, BOILER PLANT, BUILDING 1024.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: 263-5340

026-44 FUEL OIL BURNER, (FJ1) 342,600 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/52,000 GALLON TANK (NR-1024-N)
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 29,600 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

SAGAMI DEPOT
JA, ARMY, DEH, BOILER PLANT, BUILDING 151-S9.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

031-44 FUEL OIL BURNER, (FJ1) 1,863,200 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/126,000 GALLON TANK (NR-174-51-1N)
1/30,000 GALLON TANK (NR-71-S11-2N)
1/15,000 GALLON TANK (NR-71-S11-1N)
1/10,000 GALLON TANK (NR-151-18-3N)
MINIMUM DELIVERY: 25,900 GALLONS
MAXIMUM DELIVERY: 148,000 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.
MULTIPLE DROP

UNITED STATES ARMY

SAGAMI DEPOT
JA, ARMY, DEH, BOILER PLANT, BUILDING 154-7.
HONSHU

DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

032-44 FUEL OIL BURNER, (FJ1) 190,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
2/13,000 GALLON TANKS (NR-154-7-1N AND
NR-154-7-2N)
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 14,800 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.
MULTIPLE DROP

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

SAGAMIHARA
JA, ARMY, DEH, BOILER PLANT, BUILDING 134.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

036-44 FUEL OIL BURNER, (FJ1) 1,598,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), INTO
2/42,000 GALLON TANKS (NR-S-134-1N/2N)
MINIMUM DELIVERY: 18,500 GALLONS
MAXIMUM DELIVERY: 136,900 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES ARMY

YOKOHAMA
JA, ARMY, YOKOHAMA NORTH PIER, MIZUHO SANABASHI, YOKOHAMA CITY,
KANAGAWA PREF. DOR CDR. USAGH
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

041-44 FUEL OIL BURNER, (FJ1) 271,400 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/26,000 GALLON TANK TRUCK (S-214-IN)
1/10,000 GALLON TANK (NRS-214-2N)
DELIVERY FREQUENCY: MONTHLY, AS CALLED FOR BY
DTR. FAC. ENG.
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 22,200 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.
MULTIPLE DROP

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

YOKOHAMA
JA, ARMY, DEH, YOKOHAMA NORTH DOCK, BUILDING 324.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT. 263-5340

045-44 FUEL OIL BURNER, (FJ1) 59,440 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/6,000 GALLON TANK (NR-S-324-N)
MAXIMUM DELIVERY: 5,200 GALLONS
MINIMUM DELIVERY: NONE
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES NAVY

YOKOSUKA
JA, NAVY, BERTH 13, YOKOSUKA NAVAL BASE (FOR PWC YOKOSUKA).
HONSHU
DELIVERY DODAAC: N65115
BILLING DODAAC : N62649
ORDERING OFFICE : 0468-21-1911
ALT ORDERING OFFICE: EXT. 5790

500-44 FUEL OIL BURNER, (FJ1) 19,694,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

BARGE (BRG), (COASTAL TANKER) INTO
1/1,050,000 GALLON TANK AT BLDG 1071, BERTH 13
MINIMUM DELIVERY: 82,000 GALLONS
MAXIMUM DELIVERY: 92,000 GALLONS
DELIVERY FREQUENCY: AS CALLED FOR BY MAT. OFC.
AT
PWC (APPROXIMATELY 2 DELIVERIES WEEKLY/83,500
GALLONS PER DELIVERY.)
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- UNITED STATES NAVY -----	
	YOKOSUKA JA, NAVY, FLEET & INDUSTRIAL SUPPLY CENTER (FOR FISC GAS STATION, BLDG 4306). HONSHU DELIVERY DODAAC: N62649 BILLING DODAAC - N62649 = DFAS, JA BILLING DODAAC : N62649 ORDERING OFFICE: 0468-21-1892	
505-59	KEROSENE 1-K (KJ1) (JIS K 2203, CLASS #1) TANK WAGON (TW), OR TT INTO 1/5,000 GALLON TANK MINIMUM DELIVERY: 2 (1,500 GALLON EACH) PER MONTH FROM APR - NOV AND 4 (1,500 GALLONS EACH) PER MONTH FROM DEC - MAR. MAXIMUM DELIVERY: 3,170 GALLONS NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	250,000 GL
	----- UNITED STATES NAVY -----	
	YOKOHAMA COMPLEX JA, NAVY, NEGISHI BOILER PLANT, 11-7 KAMI-MACHI, ISOGO-KU (FOR PWC YOKOSUKA). HONSHU DELIVERY DODAAC: N65115 BILLING DODAAC : N62649 ORDERING OFFICE : 0468-21-1911 ALT ORDERING OFFICE: EXT. 5790	
510-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1) TANK WAGON (TW), OR TANK TRUCK (TT) INTO 1/120,000 GALLON TANK AT BOILER PLANT, BLDG 23029. MINIMUM DELIVERY: 11,000 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND 60,000 GALLONS/MONTHLY DURING HEATING SEASON. MAXIMUM DELIVERY: 63,000 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND 97,000 GALLONS/MONTHLY DURING HEATING SEASON. NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	1,344,000 GL

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- UNITED STATES NAVY -----	
	YOKOHAMA COMPLEX JA, NAVY, NEGISHI RACE TRACK BOILER PLANT, 29 MINOSAWA, NAKA-KU	
(FOR	PWC YOKOSUKA) HONSHU DELIVERY DODAAC: N65115 BILLING DODAAC : N62649 ORDERING OFFICE : 0468-21-1911 ALT ORDERING OFFICE: EXT. 5790	
515-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	301,000 GL
	TANK WAGON (TW), OR TANK TRUCK (TT) INTO 3/14,520 GALLON TANKS AT BOILER PLANT BLDG 19003 MINIMUM DELIVERY: 9,400 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND 12,000 GALLONS/MONTHLY DURING HEATING SEASON. MAXIMUM DELIVERY: 13,000 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND 16,000 GALLONS/MONTHLY DURING HEATING SEASON. NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	
	----- UNITED STATES NAVY -----	
	YOKOHAMA COMPLEX JA, NAVY, FMC BOILER PLANT, NORTH DOCK, 2-1 CHIWAKA-CHO, KANAGAWA-	
KU	(FOR PWC YOKOHAMA) HONSHU DELIVERY DODAAC: N65115 BILLING DODAAC : N62649 ORDERING OFFICE : 0468-21-1911 ALT ORDERING OFFICE: EXT. 5790	
520-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	80,000 GL
	TANK WAGON (TW), OR TANK TRUCK (TT) INTO 1/8,000 GALLON TANK AT BOILER PLANT BLDG S-124, NORTH DOCK MINIMUM DELIVERY: 3,200 GALLONS MAXIMUM DELIVERY: 3,700 GALLONS NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

YOKOSUKA
JA, NAVY, FLTACTS YOKOSUKA, KANAGAWA (NAVY EXCHANGE GAS STATION,
BLDG 1314)
HONSHU

DELIVERY DODAAC: N65951
BILLING DODAAC N62649 = DFAS, JA
BILLING DODAAC : N62649
ORDERING OFFICE: 0468-21-1892

525-59 KEROSENE 1-K (KJ1) 300,000 GL
(JIS K 2203, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/5,000 GALLON TANK AT BUILDING 1314
MINIMUM DELIVERY: 2,640 GALLONS
MAXIMUM DELIVERY: 3,700 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES NAVY

TOKYO
JA, NAVY, NEW SANNO HOTEL, MINAMI, AZABU, (FOR PWC YOKOSUKA).
HONSHU

DELIVERY DODAAC: N65115
BILLING DODAAC : N62649
ORDERING OFFICE : 0468-21-1911
ALT ORDERING OFFICE: EXT. 5790

530-71 KEROSENE 2-K (KJ2) 422,000 GL
(JIS K 2203, CLASS #2)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
2/3,960 GALLON TANKS AT BOILER PLANT.
MINIMUM DELIVERY: 9,000 GALLONS
MAXIMUM DELIVERY: 34,000 GALLONS
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY
-----ATSUGI
JA, NAVY, ATSUGI NAVAL AIR FACILITY.
HONSHUDELIVERY DODAAC: N62507
BILLING DODAAC : N62507
ORDERING OFFICE: 0467-78-2669535-441 FUEL OIL BURNER, (FJ1) 1,335,294 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)TANK WAGON (TW), OR TANK TRUCK (TT) INTO
2/237,800 GALLON TANKS AT BOILER PLANT #6, BLDG 46.
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 7,400 GALLONS (WINTER MONTHS).
DELIVERY FREQUENCY: 8 PER WEEK
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.-----
UNITED STATES NAVY
-----535-442 FUEL OIL BURNER, (FJ1) 2,254,042 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)TANK WAGON (TW), OR TANK TRUCK (TT) INTO
2/21,000 GALLON TANKS
3/17,000 GALLON TANKS AT BOILER PLANT #6A,
BUILDING 46A.
MINIMUM DELIVERY: 1,000 GALLONS (SUMMER MONTHS)
MAXIMUM DELIVERY: 7,400 GALLONS (WINTER MONTHS).
DELIVERY FREQUENCY: 4 PER WEEK.
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- UNITED STATES NAVY -----	
535-443	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1) TANK WAGON (TW), OR TANK TRUCK (TT) INTO 2/3,440 GALLON TANKS AT BOILER PLANT #7, BLDG 1504. MINIMUM DELIVERY: NONE MAXIMUM DELIVERY: 6,000 GALLONS (WINTER MONTHS) DELIVERY FREQUENCY: 1 PER WEEK. NOTE: DELIVERY DURING WINTER MONTHS ONLY. NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	319,363 GL
	----- UNITED STATES NAVY -----	
535-444	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1) TANK WAGON (TW), OR TANK TRUCK (TT) INTO 2/5,026 GALLON TANKS AT BOILER PLANT #9, BLDG 226. MINIMUM DELIVERY: NONE MAXIMUM DELIVERY: 3,700 GALLONS (WINTER MONTHS) DELIVERY FREQUENCY: 4 PER WEEK (WINTER MONTHS ONLY). NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	286,560 GL
	----- UNITED STATES NAVY -----	
535-445	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1) TANK WAGON (TW), OR TANK TRUCK (TT) INTO 2/237,800 GALLON TANKS AT BOILER PLANT #1, BLDG 1600. MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 7,400 GALLONS DELIVERY FREQUENCY: 5 PER WEEK NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	1,809,564 GL

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

ATSUGI

JA, NAVY, NAF ATSUGI, KANAGAWA (NAVY EXCHANGE, ATSUGI, BLDG 78)

HONSHU

DELIVERY DODAAC: N65951
BILLING DODAAC N62649 = DFAS, JA
BILLING DODAAC : N62649
ORDERING OFFICE: 0468-21-1892
(FISC YOKOSUKA FUEL DEPT)

539-59 KEROSENE 1-K (KJ1) 140,000 GL
(JIS K 2203, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/1,000 GALLON TANK AT BLDG 78.
MINIMUM DELIVERY: 300 GALLONS
MAXIMUM DELIVERY: 800 GALLONS
DELIVERY FREQUENCY:
2 PER WEEK DURING HEATING SEASON.
1 PER MONTH DURING NON-HEATING SEASON..
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES NAVY

ZUSHI CITY

JA, NAVY, KANAGAWA PREFECTURE, IKEGO HOUSING

HONSHU

DELIVERY DODAAC: N65115
BILLING DODAAC : N62649
ORDERING OFFICE: 0468-25-2860

540-44 FUEL OIL BURNER, (FJ1) 1,600,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK TRUCK (TT), INTO
2/37,000 GALLON TANKS AT BOILER PLANT
MINIMUM DELIVERY: 24,000 GALLONS
MAXIMUM DELIVERY: 85,000 GALLONS
DELIVERY FREQUENCY:
SUMMER/APRIL-NOV = 9 DELIVERIES PER MONTH WITH
APPROX. 3,700 GALLONS PER DELIVERY.
WINTER/DEC-MAR = 22 DELIVERIES PER MONTH.
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

MCAS IWAKUNI
JA, NAVY, IWAKUNI-SHI, KURUMA-CHO, YAMAGUCHI-KEN (FOR LOGISTICS
OFFICER).

SHIKOKU

DELIVERY DODAAC: UC1147

BILLING DODAAC : UC1147

ORDERING OFFICE : 0827-21-4171

ALT ORDERING OFFICE: EXT. 5240/5342

544-44 FUEL OIL BURNER, (FJ1) 4,700,000 GL
MIN. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

BARGE (BRG), (COASTAL TANKER) INTO
2/210,000 GALLON TANKS AT BLDG 2071 (FINGER PIER).
MINIMUM DELIVERY: 252,000 GALLONS PER DROP.
MAXIMUM DELIVERY: 380,000 GALLONS PER DROP.
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES NAVY

SASEBO

JA, NAVY, FLEET ACTIVITIES, SASEBO NAVAL BASE, SASEBO-SHI,
NAGASAKI-KEN.

KYUSHU

DELIVERY DODAAC: N65954

BILLING DODAAC : N43386

ORDERING OFFICE: 0956-24-4774

554-71 KEROSENE 2-K (KJ2) 80,000 GL
(JIS K 2203, CLASS #2)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/1,500 GALLON TANK TRUCK BEHIND BLDG 1625.
MINIMUM DELIVERY: 526 GALLONS
MAXIMUM DELIVERY: 1,052 GALLONS
DELIVERY FREQUENCY: 2 PER WEEK DURING WINTER
MONTHS ONLY.
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

DFSP TSURUMI
JA, NAVY
HONSHU

DELIVERY DODAAC: N68245
BILLING DODAAC : N/A
ORDERING OFFICE: N/A

600-44 FUEL OIL BURNER, (FJ1) 45,745,425 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

FOB ORIGIN (FOB), BARGE (OR COASTAL TANKER)
DELIVERED TO DESP TSURUMI, YOKOSUKA.
NOTE: THIS IS AN ALTERNATE ITEM FOR FJ1
DISTRIBUTION. THIS ITEM MAY BE AWARDED IN LIEU OF
DESTINATION ITEMS: 005-44, 041-44, 045-44,
500-44, 510-44, 520-44, 535-441, 535-442, 535-443,
535-444, 535-445, AND 755-44. AWARD WILL BE MADE
AT THE LOWEST EVALUATED COST TO THE GOVT.

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, AAFES PAC, EXCHANGE GAS STATION, BUILDING 1294.
HONSHU

DELIVERY DODAAC: FP5209
BILLING DODAAC : FP5209
ORDERING OFFICE : 0425-52-2511
ALT ORDERING OFFICE: EXT. 2295/7063

750-59 KEROSENE 1-K (KJ1) 300,000 GL
(JIS K 2203, CLASS #1)

TANK WAGON (TW), OR TT INTO
1/10,000 GALLON TANK
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 5,300 GALLONS
DELIVERY FREQUENCY:
WINTER -- 3 PER MONTH.
SUMMER -- 1 EVERY 3 MONTHS.
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, FUSSA-FUSSA-SHI, TOKYO (FOR 374 SUPS/LGSF).
HONSHU
DELIVERY DODAAC: FP5209
BILLING DODAAC : FP5209
ORDERING OFFICE : 0425-52-2511
ALT ORDERING OFFICE: EXT. 8059/9187

755-44 FUEL OIL BURNER, (FJ1) 16,749,000 GL
MAX. SULFUR CONTENT 0.20 %
(JIS K 2204, CLASS #1)

TANK CAR (TC), INTO
3/420,000 GALLON TANKS AT BLDG 945.
MINIMUM DELIVERY:
11,000 GALLON TC'S -- 9 TC'S PER WEEK
MAXIMUM DELIVERY:
11,000 GALLON TC'S - 23 TC'S PER WEEK
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

UNITED STATES AIR FORCE

MISAWA AIR BASE
JA, USAF, AOMORI PREFECTURE.
HONSHU
DELIVERY DODAAC: FP5205
BILLING DODAAC : FP5205
ORDERING OFFICE: 0176-53-5181 X302

760-26 GASOLINE, MID UNL (MUM) 6,320,000 GL

TANK WAGON (TW), OR TANK TRUCK (TT) INTO
1/1,500 GALLON TANK AT BLDG 933
MIN/MAX= 500 - 1,500 USG
1/5,000 GALLON TANK AT BLDG 1946
MIN/MAX = 2,500 - 5,000 USG
3/10,000 GALLON TANKS AT BLDG 965
MIN/MAX= 2,500 - 12,500 USG
1/10,000 GALLON TANK AT BLDG 470
MIN/MAX= 2,500 - 9,500 USG
2/215,000 GALLON TANKS AT BLDG 496
MIN/MAX= 2,500 - 10,000 USG
1/10,000 GALLON TANK AT BLDG 1487
MIN/MAX 2,500 - 9,500 USG
1/500 GALLON TANK AT BLDG 31 (RIPSAW RANGE)
MIN/MAX= 150 - 400 USG

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

760-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1) TANK WAGON (TW), OR TANK TRUCK (TT) INTO 2/420,000 GALLON TANKS AT BLDG 465, MIN/MAX=2,500/10,000 GL 2/109,784 GALLON TANKS AT BLDG 1948, MIN/MAX=4,500/14,000 GL 2/103,000 GALLON TANKS AT BLDG 3322, MIN/MAX=4,500/14,000 GL 1/52,000 GALLON TANK AT BLDG 1337, MIN/MAX=80/4,500 GL 1/42,000 GALLON TANK AT BLDG 1337, MIN/MAX=80/4,500 GL 1/21,960 GALLON TANK AT BLDG 1573, MIN/MAX=4,500/14,000 GL 3/18,000 GALLON TANKS AT BLDG 1743, MIN/MAX=1,000/4,500 GL 1/15,000 GALLON TANK AT BLDG 1337, MIN/MAX=80/4,500 GL 1/10,500 GALLON TANK AT BLDG 949, MIN/MAX=4,500/9,000 GL 2/5,000 GALLON TANKS AT BLDG 1946 & 767, MIN/MAX=1,200/3,000 GL 1/3,000 GALLON TANK AT BLDG 910, MIN/MAX=1,000/3,000 GL 1/2,000 GALLON TANK AT BLDG 1445, MIN/MAX=1,000/1,200 GL 3/1,000 GALLON TANKS AT BLDGS 1335, 1742, 901, MIN/MAX=250/1,000 GL 1/750 GALLON TANK AT BLDG 3060, MIN/MAX=250/500 GL 1/665 GALLON TANK AT BLDG 933, MIN/MAX=100/665 GL 3/550 GALLON TANKS AT BLDG 1941, 975, 31, MIN/MAX=200/400 GL 1/520 GALLON TANK AT BLDG 66, MIN/MAX=200/450 GL 3/500 GALLON TANKS AT BLDG 1465, MIN/MAX=100/500 GL 2/360 GALLON TANKS AT BLDG 1464, MIN/MAX=100/350 GL 1/350 GALLON TANK AT BLDG 1464, MIN/MAX=100/350 GL. 4/300 GALLON TANK AT BLDG 1371, 1371, MIN/MAX=100/450 GL. 30/250 GALLON TANKS AT BLDGS 3313, 3307, 3295,	10,000,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

3294, 3254, 3253, 3247, 3243, 3242, 3226, 3220,
3217, 3216, 3210, 3206, 3141, 3140, 3049, 3048,
3045, 3044, 3035, 3029, 3021, 3020, 3015, 3012,
3005, AND 460,

MIN/MAX=250/250 GL

1/244 GALLON TANK AT BLDG 745,

MIN/MAX=75/175 GL.

3/200 GALLON TANKS AT BLDG 302, 57, 21,

MIN/MAX=50/200 GL.

2/150 GALLON TANKS 1741, 1360,

MIN/MAX=50/150 GL.

2/148 GALLON TANKS AT BLDG 748, 518,

MIN/MAX=50/75 GL.

1/120 GALLON TANK AT BLDG 1378,

MIN/MAX=120/120 GL.

1/119 GALLON TANK AT BLDG 972,

MIN/MAX=50/75 GL.

3/100 GALLON TANKS AT BLDG 3060, 1500, RADOME,

MIN/MAX=50/500 GL.

1/80 GALLON TANK AT BLDG 1337,

MIN/MAX=80/4,500 GL

1/55 GALLON TANK AT BLDG 752,

MIN/MAX=55/55.

1/50 GALLON TANK AT BLDG 1500,

MIN/MAX=50/100 GL.

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

DELIVERY: 1 APR - 30 SEPT EACH YEAR.

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

760-45	FUEL OIL SP BURNER, (FJ3) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #3) TANK WAGON (TW), OR TANK TRUCK (TT) INTO 2/420,000 GALLON TANKS AT BLDG 465, MIN/MAX=2,500/10,000 GL 2/109,784 GALLON TANKS AT BLDG 1948, MIN/MAX=4,500/14,000 GL 2/103,000 GALLON TANKS AT BLDG 3322, MIN/MAX=4,500/14,000 GL 1/52,000 GALLON TANK AT BLDG 1337, MIN/MAX=80/4,500 GL 1/42,000 GALLON TANK AT BLDG 1337, MIN/MAX=80/4,500 GL 1/21,960 GALLON TANK AT BLDG 1573, MIN/MAX=4,500/14,000 GL 3/18,000 GALLON TANKS AT BLDG 1743, MIN/MAX=1,000/4,500 GL 1/15,000 GALLON TANK AT BLDG 1337, MIN/MAX=80/4,500 GL 1/10,500 GALLON TANK AT BLDG 949, MIN/MAX=4,500/9,000 GL 2/5,000 GALLON TANKS AT BLDG 1946 & 767, MIN/MAX=1,200/3,000 GL 1/3,000 GALLON TANK AT BLDG 910, MIN/MAX=1,000/3,000 GL 1/2,000 GALLON TANK AT BLDG 1445, MIN/MAX=1,000/1,200 GL 3/1,000 GALLON TANKS AT BLDGS 1335, 1742, 901, MIN/MAX=250/1,000 GL 1/750 GALLON TANK AT BLDG 3060, MIN/MAX=250/500 GL 1/665 GALLON TANK AT BLDG 933, MIN/MAX=100/665 GL 3/550 GALLON TANKS AT BLDG 1941, 975, 31, MIN/MAX=200/400 GL 1/520 GALLON TANK AT BLDG 66, MIN/MAX=200/450 GL 3/500 GALLON TANKS AT BLDG 1465, MIN/MAX=100/500 GL 2/360 GALLON TANKS AT BLDG 1464, MIN/MAX=100/350 GL 1/350 GALLON TANK AT BLDG 1464, MIN/MAX=100/350 GL. 4/300 GALLON TANK AT BLDG 1371, 1371, MIN/MAX=100/450 GL. 30/250 GALLON TANKS AT BLDGS 3313, 3307, 3295,	10,000,000 GL
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ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

3294, 3254, 3253, 3247, 3243, 3242, 3226, 3220,
3217, 3216, 3210, 3206, 3141, 3140, 3049, 3048,
3045, 3044, 3035, 3029, 3021, 3020, 3015, 3012,
3005, AND 460,
MIN/MAX=250/250 GL
1/244 GALLON TANK AT BLDG 745,
MIN/MAX=75/175 GL.
3/200 GALLON TANKS AT BLDG 302, 57, 21,
MIN/MAX=50/200 GL.
2/150 GALLON TANKS 1741, 1360,
MIN/MAX=50/150 GL.
2/148 GALLON TANKS AT BLDG 748, 518,
MIN/MAX=50/75 GL.
1/120 GALLON TANK AT BLDG 1378,
MIN/MAX=120/120 GL.
1/119 GALLON TANK AT BLDG 972,
MIN/MAX=50/75 GL.
3/100 GALLON TANKS AT BLDG 3060, 1500, RADOME,
MIN/MAX=50/500 GL.
1/80 GALLON TANK AT BLDG 1337,
MIN/MAX=80/4,500 GL
1/55 GALLON TANK AT BLDG 752,
MIN/MAX=55/55.
1/50 GALLON TANK AT BLDG 1500,
MIN/MAX=50/100 GL.
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY
MONTH. THESE ARE ESTIMATED FIGURES ONLY.
DELIVERY: 1 OCT - 31 MAR EACH YEAR.

UNITED STATES AIR FORCE

760-59	KEROSENE 1-K (KJ1) (JIS K 2203, CLASS #1) TANK WAGON (TW), OR TANK TRUCK (TT) W/25 FT 3 INCH HOSE AND A 3 INCH FEMALE COUPLING INTO 1/10,000 GALLON TANK 1/8,500 GALLON TANK DELIVERY FREQUENCY: OCT - APR = 8 DELIVERIES PER MONTH OR 5,360 GLS PER MONTH. MAY - SEPT = 6,340 GLS PER MONTH. NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	276,000 GL
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B19.01-2 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (KOREA/GUAM/JAPAN) (DESC MAR 1997)

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

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

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

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

(1) **Base unit price** means the unit price set forth opposite the item in Section B of the Schedule.

(2) **Market price** means a price determined by an independent trade association, governmental body, or other third party and reported or made available in a consistent manner in a publication, electronic data base, or other form. This price may be either a single market price or a combination of market prices for price adjustment for individual items by product, market area, and publication as specified in the Table in (g) below. For purposes of this procurement, the market price is the average of the prices published in Platt's Oilgram Price Report. The applicable market price is identified by product following the Table in (g) below.

(i) **Base market price** means the price as shown in column IV of the Table in (g) below and is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change in market price as defined in (c)(1) below.

(3) **Date of delivery** is defined as follows:

(i) **FOR F.O.B. DESTINATION TRUCK DELIVERIES.** The date product is received, on a truck-by-truck basis.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date and time product commences moving past the specified f.o.b. point.

(c) **ADJUSTMENTS.** For products delivered by barge or tanker, the Contractor shall notify the DESC Contracting Officer of any delivery and associated change in the adjusting market price within 15 days from the date thereof. For products delivered via other modes (TT, TW, etc.), price adjustments shall be semimonthly and shall occur on the first and third Monday of each month. No increase in a contract unit price for barge or tanker deliveries shall be executed pursuant to this provision until the increase in the applicable adjusting market price has been verified by the Contracting Officer.

(1) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the base unit price the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, subsequent to the date on which the base market price is established (see column IV of the Table). The prices payable shall be issued through semimonthly contract modifications effective the first and third Monday of each month.

(2) All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(3) **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, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions, shall not exceed **60** percent of the base unit 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 market 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.

(5) REVISION OF MARKET PRICE INDICATOR. In the event--

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

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

(d) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(e) **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.

(f) **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.

(g) **TABLE.**

I	II	III	IV
		Heading under Which market price is published and <u>name of product</u>	Base market price as of <u>08 FEB 1999</u> <u>(date of publication)</u>
<u>Item No.</u>	<u>(see(b)(2) above)</u> Name of Publication		
All	Platt's Oilgram Price Report	C&F Japan	

The escalator for FJ#1, FJ#3, KJ#1 and KJ#2 is the average of the high and low product postings for "Kerosene" in Platt's Oilgram Price Report, "Spot Price Assessments," under the heading "Singapore/Japan Cargoes (\$/Bbl) under the column "C&F Japan". Prices will move on the first and third Monday of each month based on the five (5) dates effective ending the last day of the week before the first and third Monday of each month.

The escalator for gasoline (MUM) is the average of the high and low product postings for Mogas Unleaded, Singapore/ Japan Cargoes, C&F Japan in Platt's Oilgram Price Report, "Spot Price Assessments". Prices will move on the first and third Monday of each month based on the five (5) dates effective ending the last day of the week before the first and third Monday of each month.

See Paragraph (c) Adjustments above.

(DESC 52.216-9F55)

C1 SPECIFICATIONS (DESC JAN 1997)

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)

C16.18-20 GASOLINE, AUTOMOTIVE (PC&S) (JAPAN) (DESC SEP 1998)

(a) Supplies delivered under this contract shall conform to all in-country environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. In the event the in-country environmental requirement is more stringent than the 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.

(b) **GASOLINE SHALL MEET JAPANESE STANDARD JIS K 2202, GRADE 1 (LATEST REVISION) WITH THE FOLLOWING ADDITIONAL REQUIREMENTS:**

(1) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the antiknock index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI is identified in (3) below. If the AKI is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(2) **REID VAPOR PRESSURE (RVP).** The Contractor is expected to know and comply with the in-country RVP requirements of the areas being supplied.

(3) **CLASSIFICATION.** The product shall be classified as described below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
9130-01-272-0983	Gasoline, Midgrade Unleaded	89

C16.22-1 KEROSENE (PC&S) (JAPAN) (DESC JAN 1987)

Kerosene shall meet Japanese Standard JIS K 2203 with the following additional requirements:

- (a) Freezing point (ASTM D 2386 - latest revision) shall be minus 30°C maximum.
- (b) Viscosity at 40°C (ASTM D 445 - latest revision) shall be 1.0-1.9 cst.
- (c) Grade No. 1 shall be used for 1K; Grade No. 2 shall be used for 2K.

(DESC 52.246-9FKE)

C16.43 FUEL OIL, BURNER (PC&S) (JAPAN) (DESC JAN 1997)

(a) **CLASSIFICATION.** Burner fuel oil shall conform to Japanese Standard JIS K 2204. Product shall be classified in accordance with the pour point requirement shown below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>PRODUCT CODE</u>	<u>POUR POINT</u>
9140-01-408-7183	Burner Fuel Oil, Class 1	FJ1	-2.5°C max
9140-01-408-7198	Burner Fuel Oil, Special Class 3	FJ3	-30°C max

(b) **SEASONAL REQUIREMENTS.**

(1) Mainland Japan (except Hachinoe and Misawa AFB) require FJ1 year-round.

(2) Hachinoe and Misawa AFB require FJ1 from April 1 to November 14 and FJ3 from November 15 to March 31 of each year in a multiyear contract.

(DESC 52.246-9FBW)

G9.06-1 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED- COMMERCIAL ITEMS (DFSC FEB 1996)

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 17a (Standard Form (SF) 1449). In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 17a of the SF 1449, the offeror shall enter it below:

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

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

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

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION)

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

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

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(ii) **CORPORATE STATUS.**

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

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

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

(iii) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

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

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

is

is not

a small business concern.

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

is

is not

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

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

is

is not

a women-owned small business concern.

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

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

is

is not

a woman owned business concern.

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

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

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- is
- is not

an emerging small business.

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

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

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

(Check one of the following:)

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

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)**

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

(A) It--

- is
- is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and,

where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- has
- has not

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

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

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

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

(i) It--

- has
- has not

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

(ii) It--

- has
- has not

filed all required compliance reports.

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

(i) It--

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

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

(ii) It--

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

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

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

(1) The offeror certifies that--

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

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

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

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

(Insert line item no.)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of or igin)

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

(Insert line item no.)

(Insert country of origin)

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

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

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

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

(1) The offeror certifies that--

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

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

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

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

(Insert line item number)

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

(Insert line item number)

(Insert country of origin)

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

(Insert line item number)

(Insert country of origin)

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

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

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

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

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

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

- are
- are not

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

(2) Have or
 Have not,

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

- are or
- are not

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

(FAR 52.212-3)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

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

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K33.01 AUTHORIZED NEGOTIATORS (DFSC 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.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

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

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DFSC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
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(DFSC 52.229-9f16)

MARKET AND SALES DATA

Using the following format you are requested to provide DFSC with market and sales data for each product on which you offer. Data from three customers (per product) is preferred with the following information supplied for each customer:

1. (a) Who is Customer (Govt agency, Utility, Railroad or Construction Co., etc.)
 - (b) Quantity of fuel sold directly or under contract to such agency or company
 - (c) Delivered price of product
 - (d) Crude oil import duty
 - (e) Petroleum product excise tax
 - (f) Delivery charge
 - (g) Tax-free ex-refinery price [(c) minus (d), (e), and (f)]
 - (h) Delivery period
 - (i) Delivery location(s)
 - (j) Delivery period
 - (k) Other pertinent data such as discounts, unusual product specifications, etc.

Data provided should cover at least one sales quarter such as July through September 1998, or the closest quarter [or time period -- you may submit for a period of time longer than 1/4 year] that data is available prior to the solicitation closing date. Also, quantities and prices should be reflected in gallons and U.S. Dollars, respectively. If prices are shown in Yen, please provide the exchange rate effective on the base reference date of the Solicitation.

2. For barge/tanker offers against the Fuel Oil Burner No. 1 requirements, we request the following additional information be provided:

- (a) Refinery name/source and address
- (b) Your company's total sales quantity of fuel in Japan
- (c) Your company's sales share (percentage) of Japanese Market
- (d) Sales quantity produced at refinery in (a)
- (e) Your company's sales quantity in Tokyo and Kanagawa Prefectures
- (f) Your company's sales share (%) of Tokyo and Kanagawa Prefectures Market

3. Please provide data covering the period July through September 1998, if at all possible, since evaluation will be based on independent data compiled by DFSC from this document and other independent sources. Be advised that all data submitted by your company will be treated as privileged and confidential information and will not be disclosed by DFSC to outsiders.