

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER SP0600-04-1228		PAGE 1 OF 11	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0088	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DITU KASUYI				b. TELEPHONE NUMBER (no collect calls) (703) 767-9518	
8. OFFER DUE DATE/LOCAL TIME MAR 23, 2004 @ 3:00 P.M.		LOCAL TIME FT. BELVOIR, VA		9. ISSUED BY DESC-PLB/DITU KASUYI		CODE SP0600	
10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY	
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	
		SEE CLAUSE B1.05				23. UNIT PRICE	
		(Attach additional Sheets as Necessary)				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
[] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA [] ARE [] ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.							
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				[] PARTIAL [] FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

INDEX

CLAUSE NO.	CLAUSE TITLE	PAGE
B1.05	SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (ALASKA) (DESC MAY 1996)	3

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

CLAUSE NO.	CLAUSE TITLE	PAGE
I1.03-1	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	IBR
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER – COMMERCIAL TERMS	IBR
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	IBR

ADDENDUM 2 – POSTAWARD CONTRACT CLAUSES

CLAUSE NO.	CLAUSE TITLE	PAGE
F105	VARIATION IN QUANTITY (APR 1984)	IBR
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	6
G9.07-4	ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000)	7
G9.09-1	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	IBR
G9.11	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)	8
G9.14	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)	9
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)	9
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)	10
I84.100	REQUIREMENTS (MAR 2004)	11
I209.09.100	EXTENSION PROVISIONS (DESC MAR 2004)	11
I211	ORDERING (OCT 1995)	IBR

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 ___1___-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
SEE SCHEDULE	GASOLINE PREMUIUM UNLEADED (MUP) NSN: 9130-00-148-7104 PHILIPPINE STANDARD 1131; with a RON of 93 minimum	5,400 (USG)
	DIESEL FUEL #2 (DF2) NSN: 9140-00-286-5294 PHILIPPINE NATIONAL STANDARD 20 Grade "ADO"	270,000 (USG)

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	PESOS /LTR US\$ /USG

ZAMBOANGA CITY				

United States Army				
OVERSEAS, UNITED STATES ARMY				
PHILIPPINES				
DELIVERY DODAAC: W91NF9				
BILLING DODAAC : W91NF9				
ORDERING OFFICE:				
001-27	GASOLINE, REG UNL (MUR) TANK TRUCK(TT), INTO VARIOUS SIZE TANKS WITHIN ZAMBOANGA CITY AREA	5,400	GL	\$_____
001-34	DIESEL FUEL #2 (DF2) TANK TRUCK(TT), INTO VARIOUS SIZE TANKS WITHIN ZAMBOANGA CITY AREA	270,000	GL	\$_____

SPECIAL NOTES

1. CONTRACT PRICE, TAXES, DUTES AND FEES:

The price(s) in this agreement shall be exclusive of ad valorem/specific tax, as the U.S. Government is exempt from paying of taxes as a qualifying entity under Section 3(b)(3) of Revenue Regulations No. 6-97 dated January 2, 1997. Thus, fuel price(s) shall be billed to the U.S. Government net of ad valorem tax, customs and duties.

2. QUALITY ASSURANCE REQUIREMENTS AND INSPECTION OFFICE:

Acceptance of supplies furnished under this contract shall be at the FOB point, which shall be at destination. The specific acceptance point shall be the flange on the receiving line of the storage tank/container at the receipt point. The government reserves the right to inspect or test any of the supplies at any point prior to acceptance. The office responsible for government inspection is:

DESC Singapore
PSC 470, Box 2700
FPO AP 96328
Phone: 65-287-7626
Fax: 65-288-6540

Note: If unable to contact DESC Singapore, please contact DESC Pacific, ATTN: Quality Manager, Bldg. 11, Camp HM Smith, HI 96861, Phone: 808-477-1173, Fax: 808-477-5710.

3. DELIVERY ORDER LIMITATION:

The US Government is not obligated to purchase any definite amount under this contract. No single purchase will exceed US\$100,000 or the equivalent in Philippine currency. The total amount ordered under this agreement will not exceed \$245,732.00 or the equivalent in local currency.

4. PRICING

The prices to be paid to the Contractor shall be the price agreed upon at the time of order. In case of a price change due to Republic Act No. 8479 of the Philippine Government that is effective at the time of delivery, the Contractor shall inform the Ordering Officers prior to making the delivery to ensure that the Call orders reflect the correct amount to preclude violation of Anti-Deficiency Act and payment could be made accordingly.

5. FOB Destination Point and Delivery Date

Verbal orders for exact FOB destination points (particularly to Edwin Andrews Air Base, Camp Navarro and/or Camp Malagutay and to other locations identified in the delivery order) and delivery dates will be made by authorized ordering officers stated in the contract. No other individual may place an order against this BPA unless authorized in writing by the Contracting Officer. The fuel requirement for delivery to specified locations shall be supplied from the nearest contractor's depot. The Contractor shall promptly deliver the fuel by tanker truck on the date specified by the verbal order. Verbal orders placed by telephone should be confirmed in writing within 24 hours.

6. Authorized Ordering Officers

The following employees are authorized to place orders orally or in person:

<u>Name</u>	<u>Dollar Limitation</u>
SPO1 LT ARNOLD AHRENS	\$100,000 or in Philippine currency Equivalent
CPO NCO MSG LESLIE JACKSON	\$100,000 or in Philippine currency Equivalent

7. Authorized Receiving Officers

The following individuals are authorized to receive delivery of fuel products:

JOHN WILLIAMS
 LORNA ALVAREZ MARCOS
 ROMEO BENITO ANGELES
 LEOVI DE ASIS BASA
 FRANKLIN DANIEL CABASAG
 ARTURO SUAREZ EUSTAQUIO IV
 AARON JOSHUA YUAN HERNANDEZ
 ISAGANI MARCOS YANGA
 CHRISTOPHER ZACHARY M. YLAYA
 PAUL CHEONG

NOTE: Contract will be modified by Contracting Officer to affect any change in receiving personnel.

8. Submission of Invoices and Payment

The contractor shall issue an invoice at the time of delivery. 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.

NOTE: Invoice shall be submitted to the address designated in Block #15 of the order DD Form 1155. All payments due to the Contractor under this agreement shall be made in Philippine pesos within 30 days from receipt of a proper invoice.

9. SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES):

The **SHIPMENT** number included on the invoice must be in **Julian** date format. The first three positions of the Julian date shipment number shall always consist of the alpha characters "PCS." The remaining four positions shall consist of the Julian date. A Julian date is defined as – Position one (1) is the year and the last three (3) digits are the day of the year (i.e., 2135 represents May 15, 2002). The Contractor must identify the shipment number on each invoice submitted for payment. The Contractor shall convey the appropriate shipment number to the receiving activity.

10. PAYMENT OFFICE

Invoices for the Zamboanga Balikatan exercises' requirements ordered by the authorized ordering officers shall be submitted on a weekly basis, summarizing all orders delivered for the week, by fax or mail to the Defense Finance and Accounting Service (DFAS) Columbus Center, as specified below.

DFAS COLUMBUS CENTER, STOCK FUND DIRECTORATE
 FUELS ACCOUNTING & PYMTS DIVISION, ATTN: DFAS-BVDFP/CC
 P.O. BOX 182317
 COLUMBUS, OH 43218-6252
 FAX # 614-693-2537

11. ORDERING AND DELIVERY PERIODS:

The Ordering Period will begin April 1, 2004 and ends December 31, 2004. The Delivery Period will begin April 1, 2004 and will end 30 days after end of ordering period. 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).

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

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

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

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

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07-4 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 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)

SWIFT CODE: _____

BANK TRANSIT CODE (If available): _____

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)

TITLE ON ACCOUNT: _____

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.

G9.07-4 (CONT'D)

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

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

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

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

(e) In the event electronic transfer of funds payments cannot be processed, the Government retains the option to make payments under this contract by check.

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

(DESC 52.232-9FJ5)

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

Mailing Address: 8725 John J. Kingman Road, Suite

Fort Belvoir, VA 22060-6222

Telephone Number(s): 703-767-9518

Person(s) to Contact: Ditu Kasuyi

Electronic Address: Ditu.Kasuyi@wachovia.com

(FAR 52.232-35)

G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit

Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-38)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)

(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>
DLAD: <http://www.dla.mil/j-3/j-336>

(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.

II.20-1 (CONT'D)

(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)

II.03-1	FAR 52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
II.04	FAR 52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER – COMMERCIAL TERMS <ul style="list-style-type: none"> ● 52.203-6 Restrictions on Sub-Contractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402. ● 52.219-14 Limitations on Sub-Contracting (15 U.S.C. 637(a)(14)). ● 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
II.05	DFARS 252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS <ul style="list-style-type: none"> ● 252.235-7007 Buy American Act – Trade Agreements Act – Balance of Payments Program (41 U.S.C. 10a-10d, 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)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) Under paragraph (b), "The permissible variation shall be limited to 10% increase/decrease. This increase/decrease shall apply to each delivery order."
G9.09-1	FAR 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION
I211	FAR 52.216-18	ORDERING Under paragraph (a) "Such orders may be issued from "April 1, 2004 through December 31, 2004.

(DESC 52.252-9F08)

II.1.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

(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)

I84.100 REQUIREMENTS (MAR 2004)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment. DESC is not obligated to purchase any definite amount under this solicitation. The quantities indicated in the schedule of fuel supplies are estimates and for information purposes only. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. Orders will be placed on an as needed basis.

(FAR 52.216-21)

I209.09.100 EXTENSION PROVISIONS (DESC MAR 2004)

(a) The DESC Contracting Officer and the contractor may bilaterally 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 10 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 10 day time frame.

(b) The foregoing extension may be exercised 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.

(DESC 52.217-9F20)