

SECTION A - COVER SHEET

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

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP0600-04-R-0161	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	APRIL 26, 2004 @ (3:00 P.M LOCAL TIME)
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

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

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition."

4. ISSUING OFFICE (Complete mailing address, including Zip Code) ATTN DESC-BZB, RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222	5. ITEMS TO BE PURCHASED (Brief description) TURBINE FUEL, AVIATION JP-5 TURBINE FUEL, AVIATION JP-8 FUEL, NAVAL DISTILLATE F76 JET B WITH ADDITIVES JAB TURBINE FUEL, AVIATION JP-4	LOCATION: ROCKY MOUNTAIN/ WEST COAST
--	--	---

6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/> b. THIS PROCUREMENT IS 39.79% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: 324110	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION	
a. SEND OFFERS TO THIS ADDRESS	ATTN: DESC BZ BID CUSTODIAN RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222
SEE INFORMATION NEXT PAGE	

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) SHUSTER, MATTHEW R.	b. ADDRESS (include Zip Code) ATTN DESC-BZB RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222
c. TELEPHONE NUMBER (Include Area Code and Extension) (703) 767-9250	d. E-MAIL ADDRESS matthew.shuster@dla.mil

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	

11a. COMPANY NAME	b. ADDRESS (include Zip Code)
-------------------	-------------------------------

c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE

(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)
---------------	----------------------------

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-04-R-0161	
DATE (YYYYMMDD) 20040426	LOCAL TIME 3:00 P.M.

DD FORM 1707 BLOCK 7 ADDITIONAL INFORMATION (CONT'D):

NOTES:

1. Sealed offers in original and 1 copy for furnishing the supplies or services in the schedule will be received at the place specified in 7 above or, if hand-carried, in the depository located in the Defense Energy Support Center, 8725 John J. Kingman Road, Room 2954, Ft. Belvoir, VA 22060-6222
2. Offerors are advised to complete and submit as your offer the original plus 1 copy of all forms contained in the accompanying Offer Submission Package. Copies of all documents submitted must be the same as the original. E-mail offers are NOT acceptable.
3. DESC Bid Custodian facsimile number is (703) 767-0488. Call (703) 767-8408 or 9260 for confirmation.
4. **NOTICE TO SMALL BUSINESS CONCERNS:** Prior to offering on the requirements solicited in this Request For Proposal (RFP), you are requested to review Clause I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE; I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS, K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS; and L2.05-2 INSTRUCTION TO OFFERORS - COMMERCIAL ITEMS to ensure an understanding of the criteria for qualification for the socioeconomic programs set forth herein. The contact for questions regarding Small Business Affairs is Ms. Kathy Williams, (703) 767-9465 or (800) 523-2601.
5. DESC is unable to accept any offer from a small business concern for which the same quantities are being used as supply commitments for the 8(a) program or any other small firm.
6. Offerors are advised that the inclusion of any provision which requires sequential evaluation of individual offers, i.e., offers requiring DESC to obtain more than one computer evaluation in order to evaluate that offer, may result in rejection of the offer. Offerors are encouraged to discuss the intended changes in proposals with DESC in order to identify potentially unacceptable proposals and to determine possible alternatives.
7. **NOTICE:** Any award to a contractor who, at the time of award, was suspended, debarred or ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government Agency is voidable at the option of the Government.
8. CENTRAL CONTRACTOR REGISTRATION (CCR) is required and is available at www.ccr.gov or by dialing (888) 352-9333, then selecting option 3.
9. For after hours emergency situations, contact the DESC Operations Center, Contingency Plans and Operations Division (DESC-DL) on (703) 767-8420.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0600-04-R-0161		6. SOLICITATION ISSUE DATE : MARCH 26, 2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MATTHEW SHUSTER – DESC-BZB		b. TELEPHONE NUMBER (<i>no collect calls</i>) (703) 767-9250		8. OFFER DUE DATE/ APRIL 26, 2004 @ 3:00 LOCAL TIME	
9. ISSUED BY ATTN: DESC BZB RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 SEE ITEM 1 OF THE DD FORM 1707 FOR ADDRESS TO SEND OFFERS P.P.: 2.2B, 2.2D, 2.5B			CODE SP0600	10. THIS ACQUISITION IS [] UNRESTRICTED [X] SET ASIDE 39.79% FOR [X] SMALL BUSINESS [] HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 324110 MFR/424720 DLR SIZE STANDARD: SEE CLAUSE L2.05-2		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9		CODE SP0600	
17a. CONTRACTOR / OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-BVDFB/CC P.O. BOX 182317 COLUMBUS OH 43218-6250 FAX: (614) 693-2473		CODE HQ0104		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES SEE CLAUSE B14.03(SCHEDULE)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) ESTIMATED		
[X] 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED., [] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE <input type="checkbox"/> ARE NOT ATTACHED.							
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.				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>) PHYLLIS M. ORANGE		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							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
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 (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING		41c. DATE		42b. RECEIVED AT (<i>Location</i>)		42d. TOTAL CONTAINERS	
				42c. DATE REC'D (YY/MM/DD)			

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
SECTION B		
B14.03	SUPPLIES TO BE FURNISHED (DOMESTIC BULK) (DESC MAY 1997)	9
B19.33	ECONOMIC PRICE ADJUSTMENT - PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 2003)	49
SECTION C		
C1	SPECIFICATIONS (DESC JAN 1997)	52
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)	52
C16.01	TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC FEB 2004)	52
C16.08-12	TURBINE FUEL, AVIATION, WIDE CUT TYPE (JET B) (DESC JUN 2001)	54
C16.23	FUEL, NAVAL DISTILLATE (F76) (DESC NOV 2003)	55
C16.64-3	TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002)	56
SECTION E		
E1	CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)	59
E5	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)	67
E14.02	INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)	68
E22	LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)	69
E35	NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)	72
E40.07	MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003)	73

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
SECTION F		
F1	DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)	75
F1.08	DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986) THIS CLAUSE APPLIES TO ALL PIPELINE AND TANK CAR DELIVERIES	77
F1.08.200	DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986) THIS CLAUSE APPLIES TO ALL TANK TRUCK DELIVERIES	77
F1.08.300	DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986 THIS CLAUSE APPLIES ONLY TO GALENA AIRPORT, ALASKA JP8 DELIVERIES)	78
F1.09	DETERMINATION OF QUANTITY (DESC AUG 1999)	78
F1.15	DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) (DESC APR 2001) THIS CLAUSE APPLIES ONLY TO TANKER/BARGE DELIVERIES	81
F1.29	DETERMINATION OF QUANTITY FOR KINDER MORGAN PIPELINE USERS (DESC MAR 2000)	81
F3.02	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES) (DESC JUN 1996) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	81
F14	SHIPMENT AND ROUTING (DESC MAR 2003)	82
F15	BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS (DESC MAR 1994)	83
F16.01	BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)	85
F17	F.O.B. ORIGIN (JUN 1998)	86
F18	F.O.B. DESTINATION (NOV 1991)	87
F52	TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)	87
F52.01	TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)	90

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
F52.11	DEBALLASTING (DESC JAN 1990)	90
F54	TANKER UNLOADING CONDITIONS (DESC APR 1997)	90
F92	SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWN FOR TURNAROUNDS (DESC AUG 1999)	91
F105	VARIATION IN QUANTITY (APR 1984)	92
F105.01	DEADFREIGHT (DESC JUN 1990)	92
F109	IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS (DESC DEC 1991)	92

SECTION G

G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	94
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	94
G6	INVOICE DISCREPANCIES (BULK) (DESC SEP 2002)	94
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENT – CORPORATE TRADE EXCHANGE (DESC FEB 2003) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	94
G9.09-1	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	94
G12	SUPPLEMENTAL INVOICING INFORMATION (BULK) (DESC SEP 2002)	96
G150.05	SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC JUN 2003)	96

SECTION H

H19.02	REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)	99
H23	BULK LIQUID FACILITIES REPORT (DESC APR 1984)	102

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
SECTION I		
I1.01	DEFINITIONS (BULK) (DESC JUL 1996)	103
I1.03-2	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC OCT 2003)	104
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)	107
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)	110
I1.07	CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)	112
I1.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)	113
I2.05	CHANGES - FIXED PRICE (AUG 1987)	116
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE - COMMERCIAL ITEMS (DESC FEB 1996)	117
I11.04	BANKRUPTCY (JUL 1995)	117
I27	GRATUITIES (APR 1984)	117
I28.01	FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 1993) (DEVIATION)	118
I28.02-1	FEDERAL, STATE, AND LOCAL, TAXES/FEEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 2003)	119
I28.03-1	TAX EXEMPTION CERTIFICATES (DESC AUG 2003)	119
I28.21	TAXES-FOREIGN FIXED PRICE CONTRACTS (JUN 2003)	120
I28.24	U.S. IMPORT TAX ON PETROLEUM (BULK) (DESC DEC 1980)	121
I33	INTEREST (JUN 1996)	121

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
I81	INDEFINITE QUANTITY (OCT 1995)	122
I86.12	DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)	122
I90	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)	123
I171.01-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)	123
I171.07	LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)	124
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	125
I190.04	MATERIAL SAFETY DATA SHEETS – COMMERCIAL ITEMS (DESC MAR 1996)	126
I211	ORDERING (OCT 1995)	126
I211.02	ORDERING (CONT'D) (DESC JAN 1991)	126
I237.06	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)	127

SECTION J

OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
DESC FORM 19.3 – SMALL BUSINESS SUBCONTRACTING PLAN	ATTACHMENT OSP1
STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS	ATTACHMENT OSP2
SIGNATURE SHEET FOR BULK PORTS	ATTACHMENT OSP3

SECTION K

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	129
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTERNATES I/II) (JAN 2004/APR 2002/OCT 2000) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	129

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
K1.01-12	SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)	129
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	129
K1.06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)	129
K5	USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K15.01	RELEASE OF UNIT PRICES (BULK) (DESC NOV 2002) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K28	REFINERY INFORMATION (BULK) (DESC JUN 1986) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K28.01	NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (DESC MAR 1992) (REV) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K33.01	AUTHORIZED NEGOTIATIONS (DESC JAN 1998) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K45.01	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130
K93	REPRESENTATION OF TEXTEND OF TRANSPORTATION BY SEA (AUG 1992) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	130

SECTION L

L2.05-2	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC SEP 2000)	131
L2.07	EVIDENCE OF RESPONSIBILITY (DESC JAN 1998)	134
L2.09	EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DESC MAR 2000)	134

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	134
L5.01-1	AGENCY PROTESTS (SEP 1999) - DLAD	135
L43	REDUCTION IN PRICE (DESC MAR 1996)	135
L65.10	REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA (DESC AUG 2003) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	135
L74	TYPE OF CONTRACT (APR 1984)	135
L115	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)	135
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	135
SECTION M		
M2.11	EVALUATION – COMMERCIAL ITEMS (JAN 1999)	136
M4.01	RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)	136
M10	EVALUATION – ALL OR NONE (DESC MAR 2000)	136
M19.05	EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DESC JAN 1998)	136
M24.01	EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (JP4/JP5/JP8/F76/DFA/FS2/MOGAS) (DESC AUG 2003)	137
M27	EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)	138
M33	QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003)	138
M41.04	EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (BULK) (DESC AUG 2003)	138
M72	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)	139
M74	USE OF DFSP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATION (DESC AUG 1983)	139

SECTION B

B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997)

The maximum and minimum quantities are defined in the DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT clause. Offers of refined product shall be made on the basis of—

(a) ORIGIN DELIVERY. Offers of product on the basis of delivery f.o.b. origin shall be entered on the Origin Offer Cards included in this solicitation in the Offeror Submission Package.

(b) DESTINATION DELIVERY. Offers of product on the basis of delivery f.o.b. destination shall be entered on the Destination Offer Cards included in this solicitation in the Offeror Submission Package.

(c) Product requirements, quantities, acceptable modes of delivery, and associated restrictions thereto are as follows:

(DESC 52.207-9F15)

GENERAL SOLICITATION NOTES

(Unless stated otherwise in the schedule, general notes apply to all line items)

1. The following Rocky Mountain, West Coast and Offshore JP8, JP4/Jet B, JP5, and F76 requirements will escalate with their respective region's Economic Price Adjustment (EPA) formula provided in Clause B19.33 ECONOMIC PRICE ADJUSTMENT - PUBLISHED MARKET PRICE. Offerors should specify the respective commodity EPA escalator(s) to which their offer price is tied. FOB Origin offers will be evaluated solely to those EPA escalators specified.
2. The ordering period is the date of award through September 30, 2005 – See Clause F1.08, DELIVERY AND CONTRACT PERIODS and F1.15 DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES. Note that tank truck offers will be evaluated based on a 260-day delivery period - See Clause F1.08.200, DELIVERY AND CONTRACT PERIODS.
3. The delivery period for all items (except Galena Airport, AK) is October 1, 2004 through September 30, 2005, plus a thirty-day carry over period - See Clause I86.12, DELIVERY - ORDER LIMITATIONS - SCOPE OF CONTRACT. The delivery period for Galena Airport, AK is June 01, 2005 through September 30, 2005 – See Clause F1.08.300 DELIVERY AND CONTRACT PERIODS.
4. ADDITIVES: The schedule identifies additive requirements for each line item. Product being offered via common carrier pipeline shall not contain FSII or SDA unless otherwise specified in the schedule. Product offered to an end user on an FOB Destination basis via any mode of delivery must contain all additives required by the product specification. The product specification also identifies additive levels required in product.
5. For line items of which a portion is set-aside for Small Businesses or 8(a) firms, the volume is denoted after the "SA Quantity" or "8A Quantity" subheading on the Quantity line. This quantity is a portion of the total requirement stated for that line item and not in addition thereto.
6. Origin Offer Cards must be used for FOB Origin offers. Destination Offer Cards must be used for FOB Destination offers. Offer cards are included in the OFFER SUBMISSION PACKAGE.
7. Unless otherwise stated for the given modes of transportation under each line item, the receipt percentage (%) will be 100%.
8. Asterisks denote the following:
 - No asterisk - Terminal
 - *Intermediate Terminal
 - **End user that can be supplied through a terminal (asterisks placed in front of note below quantity line)
 - ***End user normally supplied by direct deliver that can also be supplied through a terminal (asterisks placed after quantity)
9. DESC/MSC Tankers are not equipped with Vapor Recovery Systems.

10. All volumes are stated in U.S. Gallons (USG).

11. SPECIFIC TO WEST COAST JP8 DELIVERIES: Offerors in the L.A. Basin are encouraged to offer JP8 directly into the Kinder Morgan (formerly Santa Fe Pacific) Pipeline via Watson Station or ATSC Terminal vice DFSP San Pedro.

12. SPECIFIC TO KINDER MORGAN PIPELINE ORIGINATING AT EL PASO, TX: No more than 25,200,000 USG can be received into Luke AFB from El Paso, TX.

13. SPECIFIC TO JP4/JET B OFFERS: Except for the requirement at Eielson AFB, offers for either JP4 or Jet B with Additives will be accepted. Offers of Jet B with Additives will be evaluated against JP4 offers. Only offers for JP4 shall be evaluated to Eielson AFB.

14. FOB destination tanker and FOB destination ocean-going barge offers are acceptable, except for those locations specifically identified in the solicitation schedule. **FOB Origin offers by ocean-going barge will not be accepted.** An "ocean-going barge" is defined as a vessel transiting via ocean channels.

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
 ROCKY MOUNTAIN JP-8 ESCALATOR JP-8 ROCKY MOUNTAIN**

**TURBINE FUEL, AVIATION (JP8), JP8 2.2B
 NSN : 9130-01-031-5816
 PURCHASE REQUEST NO. SC0600-04-0884**

JP8 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
812,805,000	36,260,000	5,505,000	776,545,000

TURBINE FUEL, AVIATION (JP8) ,
 NSN : 9130-01-031-5816

THE TOTAL ESTIMATED JP8 QUANTITY TO BE PURCHASED IS -- 812,805,000

ROCKY MOUNTAIN JP8	60,450,000
WEST COAST JP8	604,205,000
OFF SHORE JP8	147,350,000
CLOSED PORT JP8	800,000

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0001	HILL AFB	LAYTON	UT
	FP2027	762720240 HILL	
QUANTITY 27,550,000	8A QUANTITY 0	SA QUANTITY 0	
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	NONE
TRUCK	REQUIRED	REQUIRED	REQUIRED

0002	HILL AFB	LAYTON	UT
	FP2027	762720240 HILL	
QUANTITY 23,000,000	8A QUANTITY 0	SA QUANTITY 17,250,000	

** END USER CAN BE SUPPLIED THROUGH TERMINAL HILL AFB

MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	NONE
TRUCK 89%	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
ROCKY MOUNTAIN JP-8 ESCALATOR JP-8 ROCKY MOUNTAIN

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0003	ANG SALT LAKE MAP FP6441	SALT LAKE CITY SALT LAKE ANG	UT
QUANTITY 4,100,000	8A QUANTITY 0	SA QUANTITY 2,460,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL HILL AFB			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0004	DUGWAY PROV GRD W67HY8	DUGWAY 764575250	UT
QUANTITY 150,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL HILL AFB			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0005	UT ARNG WT JORDAN W67K3G	WEST JORDAN 762981000	UT
QUANTITY 300,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL HILL AFB			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0006	GOWEN FLD FP6112	BOISE 838830240	ID GOWENANG
QUANTITY 4,500,000 ***	8A QUANTITY 0	SA QUANTITY 2,250,000	
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	NONE
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
ROCKY MOUNTAIN JP-8 ESCALATOR JP-8 ROCKY MOUNTAIN

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0007	MOUNTAIN HOME AFB FP4897	MOUNTAIN HOME AFB MTNHOME	ID
QUANTITY 25,000,000 ***	8A QUANTITY 0	SA QUANTITY 12,500,000	
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	NONE
TRUCK	REQUIRED	REQUIRED	REQUIRED
0008	MALMSTROM AFB FP4626	GREAT FALLS MALMSTROM 706722240	MT
QUANTITY 200,000 ***	8A QUANTITY 0	SA QUANTITY 150,000	
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0009	MT NG HELENA W90KHT	HELENA 713190250	MT
QUANTITY 200,000 ***	8A QUANTITY 0	SA QUANTITY 0	
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0010	NG GREAT FALLS FP6261	GREAT FALLS GTFALLSANG 706721240	MT
QUANTITY 3,000,000 ***	8A QUANTITY 0	SA QUANTITY 1,650,000	
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

LINE ITEMS 11 - 100 OMITTED FROM RFP SCHEDULE

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST**

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0101	DFSP ALAMORGORDO UY7204	ALAMOGORDO 778152270 ALAMOPL	NM
QUANTITY 60,000,000		8A QUANTITY 0	SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	REQUIRED
0102	CANNON AFB FP4855	CLOVIS 773466240 CANNON	NM
QUANTITY 17,000,000		8A QUANTITY 0	SA QUANTITY 15,300,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0103	HOLLOMAN AFB FP4801	ALAMOGORDO 778144240 HOLLOMAN	NM
QUANTITY 28,000,000		8A QUANTITY 0	SA QUANTITY 25,200,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO			
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	REQUIRED
TRUCK	REQUIRED	REQUIRED	REQUIRED
0104	KIRTLAND AFB FP4469	ALBUQUERQUE 774900240 KIRTLNDAFB	NM
QUANTITY 13,500,000		8A QUANTITY 0	SA QUANTITY 12,150,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO INCLUDES 60,000 USG FOR TRUTH OR CONSEQUENCES			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0109	AASF#1 PHOENIX W913YE 797000251	PHOENIX	AZ
QUANTITY 150,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0110	ANG TUCSON FP6022 799101240	TUCSON TUCSON	AZ
QUANTITY 16,000,000	8A QUANTITY 0		SA QUANTITY 12,000,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB			
DLVY HRS: 0500 - 1500 MON-FRI MAY-SEP 0700-1500 MON-FRI, OCT-APR			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0111	FORT HUACHUCA W61SQP 795783250	SIERRA VISTA	AZ
QUANTITY 2,000,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0112	SKY HARBOR FP6021 797000240	SKY HARBOR SKYHARBOR	AZ
QUANTITY 6,000,000	8A QUANTITY 0		SA QUANTITY 4,500,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

LINE ITEM LOCATION CITY STATE

0113 LUKE AFB LUKE AFB AZ
 FP4887 797170240 LUKE

QUANTITY 50,000,000 *** 8A QUANTITY 0 SA QUANTITY 32,000,000

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0114 DFSP SAN PEDRO SAN PEDRO CA
 UY7121 883251271 SANPEDRO

QUANTITY 65,660,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION, ALL QUANTITIES AT DFSP WATSON MAY BE EVALUATED/AWARDED THROUGH DFSP SAN PEDRO.

MODE RECEIPT% FSII SDA CI
 TANKER NONE NONE REQUIRED
 BARGE NONE NONE REQUIRED
 PIPE NONE NONE REQUIRED

0115 MCAS YUMA AZ
 N62974 798190280 YUMA

QUANTITY 17,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MCAS YUMA CAN ALSO BE SUPPORTED THRU DFSP WATSON.

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0116 YUMA PROVING GRD YUMA AZ
 W61HZF 798164250

QUANTITY 1,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0117	AIR OPER DIV PACOMIA 129AKQ 883000073	PACOIMA	CA
QUANTITY 400,000	8A QUANTITY 0		SA QUANTITY 360,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0118	ARMED FORCES RESERVE CE W62M5N 887129250	LOS ALAMITOS	CA
QUANTITY 1,200,000	8A QUANTITY 0		SA QUANTITY 1,080,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0119 - RESERVED

0120	BAE SYSTEMS (AF QF4 PROG) TB1240 881184000	MOJAVE	CA
QUANTITY 60,000	8A QUANTITY 0		SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0121 - RESERVED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0122	CHANNEL IS ANG FP6043	POINT HUENEME CHANNELIS	CA
QUANTITY 2,500,000	8A QUANTITY 0		SA QUANTITY 2,250,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
DLVY HOURS 0700-1600 TUE-FRI			
0123	DET 1, PLANT 42 PALMDAL FP2017	PALMDALE PACIFICACA	CA
QUANTITY 1,000,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0124	FORT IRWIN W81G53	FORT IRWIN W81G53	CA
QUANTITY 6,000,000	8A QUANTITY 0		SA QUANTITY 5,400,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0125	MCB 29 PALMS (JP8 ONLY) UY7335	880195280A	CA
QUANTITY 1,000,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0126	MCB CAMP PENDLETON M00681	889513280	CA
QUANTITY 500,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0127	NAF EL CENTRO N60042	888189290 ELCENTRO	CA
QUANTITY 14,000,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
PIPE	REQUIRED	REQUIRED	REQUIRED
0128	NAVAL BASE VENTURA N69232	884196290 PTMUGU	CA
QUANTITY 8,000,000	8A QUANTITY 0		SA QUANTITY 7,200,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0129	NWC CHINA LAKE N60530	881113290 CHINALAKE	CA
QUANTITY 10,000,000	8A QUANTITY 0		SA QUANTITY 9,000,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

LINE ITEM LOCATION CITY STATE

0130 VANDENBURG AFB VANDENBURG AFB CA
 FP4610 885116240 VANDENBERG

QUANTITY 500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED
 DELIVERY HOURS: 0700-1400, MON-FRI.

0131 INDIAN SPRINGS INDIAN SPRINGS NV
 FP4817 869132240 INDIANSPRG

QUANTITY 700,000 8A QUANTITY 0 SA QUANTITY 630,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0132 TONOPAH TEST TONOPAH NV
 RANGE
 FP9049 867162240

QUANTITY 1,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0133 DFSP WATSON WATSON CA
 UY7326 883245270 WATSON

QUANTITY 112,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

LINE ITEM LOCATION CITY STATE

0134 EDWARDS AFB NORTH EDWARDS CA
 FP2805 881175240 EDWARDS

QUANTITY 24,000,000 8A QUANTITY 0 SA QUANTITY 21,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP Watson

MODE	RECEIPT%	FSII	SDA	CI
PIPE		NONE	NONE	REQUIRED
TRUCK		REQUIRED	REQUIRED	REQUIRED

0135 MARCH ARB RIVERSIDE CA
 FP4664 886526241 MARCHAFRB

QUANTITY 18,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP Watson

MODE	RECEIPT%	FSII	SDA	CI
PIPE		NONE	NONE	REQUIRED

0136 NELLIS AFB NELLIS NV
 FP4852 869146240 NELLIS

QUANTITY 70,000,000 8A QUANTITY 0 SA QUANTITY 15,400,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP Watson

MODE	RECEIPT%	FSII	SDA	CI
PIPE		NONE	NONE	REQUIRED
TRUCK		REQUIRED	REQUIRED	REQUIRED

0137 DFSP SELBY CROCKETT CA
 UY7329 876142270 SELBY

QUANTITY 103,825,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION TO SELBY QUANTITIES, KINDER MORGAN NORTH LINE SPARKS, NV MAY BE EVALUATED/AWARDED THROUGH DFSP SELBY.

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	REQUIRED
BARGE		NONE	NONE	REQUIRED
PIPE		NONE	NONE	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0142	CGAS SAN FRANCISCO Z20180	SAN FRANCISCO 876810260 Z20180	CA
QUANTITY 200,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0143	DFSP MOFFETT FLD UY7301	SAN FRANCISCO 876738000 MOFFETTFLD	CA
QUANTITY 1,800,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0144	FAA SACRAMENTO 699166	SACRAMENTO 874430000B 699166	CA
QUANTITY 150,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0145	FRESNO ANG FP6044	FRESNO 878600240 FRESNO	CA
QUANTITY 3,500,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
DLVY HOURS: 0730-1500 MON-FRI.			

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0146	HUNTER LIGGETT W814JK	LOCKWOOD 879791250 W814JK	CA
QUANTITY 400,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0147	NG STOCKTON W62M5M	STOCKTON 875667251 W62M5M	CA
QUANTITY 25,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0148	SACRAMENTO AASF(MATHER AIRPORT) W90DUL	CA 874430251	CA
QUANTITY 100,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0149	TRAVIS AFB FP4427	VACAVILLE 874763240 TRAVIS	CA
QUANTITY 90,000,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	REQUIRED
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0150	KM NORTH LINE SPARKS		NV
	UY7078	864168000 SFPPNORTH	
QUANTITY 36,625,000	8A QUANTITY 0		SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	REQUIRED
0151	MCMWTC PICKLE MEADOWS	BRIDGEPORT	CA
	M62655	875231280	
QUANTITY 50,000	8A QUANTITY 0		SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL KM NORTH LINE SPARKS			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0152	AASF STEAD AFB	RENO	NV
	W90L0P	864170250	
QUANTITY 175,000	8A QUANTITY 0		SA QUANTITY 157,500
** END USER CAN BE SUPPLIED THROUGH TERMINAL KM NORTH LINE SPARKS			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0153	ANG RENO MAP	RENO	NV
	FP6281	864170240 RENO	
QUANTITY 1,400,000	8A QUANTITY 0		SA QUANTITY 1,260,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL KM NORTH LINE SPARKS			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0154	NAS FALLON R68971	FALLON 865185290 FALLON	NV
QUANTITY 35,000,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL KM NORTH LINE SPARKS			
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	REQUIRED
TRUCK	REQUIRED	REQUIRED	REQUIRED
0155	DFSP PUGET SOUND N00406	PUGET 845459290 PUGET	WA
QUANTITY 74,800,000	8A QUANTITY 0	SA QUANTITY 0	
MODE RECEIPT%	FSII	SDA	CI
TANKER	NONE	NONE	REQUIRED
BARGE	NONE	NONE	REQUIRED
0156	FORT LEWIS UY7014	TACOMA 846177250 UY7014	WA
QUANTITY 2,000,000	8A QUANTITY 0	SA QUANTITY 1,800,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0157	MCCHORD AFB FP4479	TACOMA 846128240 MCCHORD	WA
QUANTITY 50,000,000	8A QUANTITY 0	SA QUANTITY 43,000,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
MODE RECEIPT%	FSII	SDA	CI
PIPE	REQUIRED	REQUIRED	REQUIRED
PIPE MODE RESTRICTED TO DESTINATION OFFERS			
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

LINE ITEM LOCATION CITY STATE

0158 NAS WHIDBEY OAK HARBOR WA
 N00620 844905290 WHIDBEY

QUANTITY 22,000,000 8A QUANTITY 0 SA QUANTITY 19,800,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND
 MODE RECEIPT% FSII SDA CI
 BARGE REQUIRED REQUIRED REQUIRED
 MAX PARCEL MIN PARCEL
 10,000 BBLs

0159 YAKIMA FIRING CTR YAKIMA WA
 W908C0 848420251

QUANTITY 800,000 8A QUANTITY 720,000 SA QUANTITY 720,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0160 DFSP PORTLAND OR PORTLAND OR
 UY7318 853470270 PORTLANDOR

QUANTITY 46,645,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TANKER NONE NONE REQUIRED
 BARGE NONE NONE REQUIRED

0161 CGAS HUMBOLT MCKINLEYVILLE CA
 Z20285 871702260 Z20285

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0166	CENTRAL OR UTES REMOND W66S8D	REDMOND 855318000	OR
QUANTITY 20,000	8A QUANTITY 0	SA QUANTITY 18,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0167	CGAS ASTORIA Z20195	WARRENTON 853235260 Z20195	OR
QUANTITY 350,000	8A QUANTITY 315,000	SA QUANTITY 315,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0168	CGAS NORTH BEND Z20276	NORTH BEND 858734260 Z20276	OR
QUANTITY 250,000	8A QUANTITY 0	SA QUANTITY 225,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0169	KINGSLEY FLD FP6372	KLAMATH FALLS 857681240 KINGSLEY	OR
QUANTITY 5,500,000	8A QUANTITY 0	SA QUANTITY 4,950,000	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP-8 ESCALATOR JP-8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
------------------	-----------------	-------------	--------------

0170	OR NG AASF SALEM	SALEM	OR
	W912EM	854150251	

QUANTITY 150,000	8A QUANTITY 0	SA QUANTITY 135,000
------------------	---------------	---------------------

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0171	FAIRCHILD AFB	FAIRCHILD AFB	WA
	FP4620	840558240 FAIRCHDAFB	

QUANTITY 25,000,000	8A QUANTITY 0	SA QUANTITY 0
---------------------	---------------	---------------

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR

MODE	RECEIPT%	FSII	SDA	CI
PIPE		NONE	NONE	REQUIRED
TRUCK		REQUIRED	REQUIRED	REQUIRED

LINE ITEMS 172 - 200 OMITTED FROM RFP SCHEDULE

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
OFF SHORE JP-8 ESCALATOR JP-8 WEST COAST**

LINE ITEM LOCATION CITY STATE

0201 DFSP PEARL HARBOR PEARL HARBOR HI
 N00604 890510000 PEARLHRBR

QUANTITY 72,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED NONE REQUIRED
 TANKER REQUIRED NONE REQUIRED
 BARGE REQUIRED NONE REQUIRED

0202 HICKAM AFB HICKAM AFB HI
 FP5260 890510240 HICKAMAFB

QUANTITY 60,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR
 PRODUCT PROCURED FOR HICKAM MUST GO THROUGH DFSP PEARL HARBOR
 AND MUST CONTAIN FSII. PIPELINE DELIVERY HRS: 0001 -2400 SUN -SAT;
 PIPELINE IS OPERATIONAL 24 HOURS/DAY.

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 PIPELINE ORIGINATES AT DFSP PEARL HARBOR.

0203 MCAS KANEOHE HI
 N00318 890570280 KANEOHE

QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR

MODE RECEIPT% FSII SDA CI
 BARGE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0204 SCHOFIELD BARRACKS SCHOFIELD BARRACKS HI
 UY7325 890510254 SCHOFIELD

QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR
 The actual throughput terminal is Hickam AFB.

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

**SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
OFF SHORE JP8 ESCALATOR JP8 WEST COAST**

LINE ITEM LOCATION CITY STATE

0209 KULIS ANGB ANCHORAGE AK
 FP6520 810100000B KULISANG

QUANTITY 2,900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ANCHORAGE
 THE ACTUAL THROUGHPUT TERMINAL IS ELMENDORF AFB.

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0210 EIELSON AFB FAIRBANKS AK
 FP5004 819230240 EIELSON

QUANTITY 22,000,000 *** 8A QUANTITY 0 SA QUANTITY 18,480,000

SUGGESTED PRO RATA:

 OCT/NOV - 1,760,000 USG/MO
 DEC - 1,320,000 USG
 JAN/FEB - 880,500 USG
 MAR/APR/MAY - 1,833,000 USG/MO
 JUN/JUL/AUG/SEP - 2,475,000 USG/MO

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED
 CAR REQUIRED REQUIRED REQUIRED
 CAR MODE RESTRICTED TO DESTINATION OFFERS

0211 FORT WAINWRIGHT FAIRBANKS AK
 WC1RTU 819000250

QUANTITY 250,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEMS 212 - 300 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
OFF SHORE JP8 ESCALATOR JP8 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0301	GALENA APT FP5060	GALENA GALENA	AK

QUANTITY 800,000 *** 8A QUANTITY 720,000 SA QUANTITY 720,000
 MODE RECEIPT% FSII SDA CI
 BARGE REQUIRED REQUIRED REQUIRED
 BARGE ORIGINATES AT NENANA, AK. OFFERORS MAY ALSO OFFER TO SUPPLY THIS
 REQUIREMENT BY TT ORIGIN AT THEIR FACILITY OR BY TT AT NENANA. FSII, SDA, AND CI ARE
 REQUIRED IN ALL OFFERS BY TT.
 DATE EXCEPTIONS
 BEGINNING ORDER DATE ENDING ORDER DATE
 05/01/2005 09/30/2005
 BEGINNING DELIVERY DATE ENDING DELIVERY DATE
 06/01/2005 09/30/2005

LINE ITEMS 302 - 400 OMITTED FROM RFP SCHEDULE

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
OFF SHORE JP4 ESCALATOR ALASKA JP-4**

JET TURBINE JET, JP4 2.2B
NSN : 9130-00-256-8613
PURCHASE REQUEST NO. SC0600-04-0884

JP4 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL QUANTITY (USG)	SET ASIDE QUANTITY (USG)	8(A) RESERVATION QUANTITY (USG)	NON SET ASIDE QUANTITY (USG)
1,620,000	0	0	1,620,000

JET TURBINE JET ,
NSN : 9130-00-256-8613

THE TOTAL ESTIMATED JP4 QUANTITY TO BE PURCHASED IS -- 1,620,000
OFF SHORE JP4 1,620,000

LINE ITEM LOCATION CITY STATE

0401 EIELSON AFB FAIRBANKS AK
FP5004 819230240 EIELSON

QUANTITY 100,000 *** 8A QUANTITY 0 SA QUANTITY 0
ESTIMATED PRO RATA: OCT-DEC 11,000 USG/MO; JAN-MAR 15,334 USG/MO;
APR-JUN NO CONSUMPTION ANTICIPATED BUT RESERVE THE RIGHT TO
AT LEAST ONE TRUCK; JUL-SEP ANTICIPATED CONSUMPTION IS 7,000 USG.
ONLY JP4 IS ACCEPTABLE AT THIS LOCATION.
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0402 FORT GREELY FAIRBANKS AK
W91PFS 819598250

QUANTITY 120,000 *** 8A QUANTITY 0 SA QUANTITY 0
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
OFF SHORE JP4 ESCALATOR ALASKA JP-4

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0403	FORT RICHARDSON	ANCHORAGE	AK
	(BRYANT)		
	W91ZRR	810155250	
QUANTITY 300,000 ***	8A QUANTITY 0		SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
0404	FORT WAINWRIGHT	FAIRBANKS	AK
	WC1RTU	819000250	
QUANTITY 1,100,000 ***	8A QUANTITY 0		SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED
PUMP REQUIRED ON TRUCK, 10' HOSE EXTRA, D1 NOZZLE			

LINE ITEMS 405 - 500 OMITTED FROM RFP SCHEDULE

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
OFF SHORE JET B ESCALATOR ALASKA JP-4**

JET B WITH ADDITIVES, JAB 2.2B
NSN : 9130-01-234-1737
PURCHASE REQUEST NO. SC0600-04-0884

JAB REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
1,520,000	0	0	1,520,000

JET B WITH ADDITIVES ,
NSN : 9130-01-234-1737

THE TOTAL ESTIMATED JAB QUANTITY TO BE PURCHASED IS -- 1,520,000
OFF SHORE JAB 1,520,000

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0501	FORT GREELY W91PFS 819598250	FAIRBANKS	AK
QUANTITY 120,000 ***	8A QUANTITY 0		SA QUANTITY 0
MODE RECEIPT% FSII	SDA	CI	
TRUCK REQUIRED	REQUIRED	REQUIRED	REQUIRED
0502	FORT RICHARDSON ANCHORAGE (BRYANT) W91ZRR 810155250		AK
QUANTITY 300,000 ***	8A QUANTITY 0		SA QUANTITY 0
MODE RECEIPT% FSII	SDA	CI	
TRUCK REQUIRED	REQUIRED	REQUIRED	REQUIRED
0503	FORT WAINWRIGHT WC1RTU 819000250	FAIRBANKS	AK
QUANTITY 1,100,000 ***	8A QUANTITY 0		SA QUANTITY 0
MODE RECEIPT% FSII	SDA	CI	
TRUCK REQUIRED	REQUIRED	REQUIRED	REQUIRED
PUMP REQUIRED ON TRUCK, 10' HOSE EXTRA, D1 NOZZLE			

LINE ITEMS 504 - 600 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK)
WEST COAST JP5 ESCALATOR JP5 WEST COAST

TURBINE FUEL, AVIATION (JP5), JP5 2.2D
 NSN : 9130-00-273-2379
 PURCHASE REQUEST NO. SC0600-04-0882

JP5 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
196,410,000	17,360,000	0	179,050,000

TURBINE FUEL, AVIATION (JP5) ,
 NSN : 9130-00-273-2379

THE TOTAL ESTIMATED JP5 QUANTITY TO BE PURCHASED IS -- 196,410,000
 WEST COAST JP5 162,100,000
 OFF SHORE JP5 34,310,000

LINE ITEM LOCATION CITY STATE

0601 DFSP PT LOMA CA
 N00244 889000296 PTLOMA

QUANTITY 78,960,000 8A QUANTITY 0 SA QUANTITY 0
 THE GOVERNMENT PIPELINE ORIGINATES AT MCAS MIRAMAR.
 MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED
 BARGE REQUIRED NONE REQUIRED
 BARGE MODE RESTRICTED TO DESTINATION OFFERS
 PIPE NONE NONE NONE

0602 DFSP PT LOMA CA
 N00244 889000296 PTLOMA

QUANTITY 27,000,000 8A QUANTITY 0 SA QUANTITY 0
 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA
 INCLUDES FLT/COAST GUARD
 MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED
 BARGE REQUIRED NONE REQUIRED
 BARGE MODE RESTRICTED TO DESTINATION OFFERS
 PIPE NONE NONE NONE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP5 ESCALATOR JP5 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0603	CGAS SAN DIEGO		CA
	Z20170	889000260 Z20170	
QUANTITY 275,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	NONE	REQUIRED
0604	MCAS MIRAMAR		CA
	M67865	889000281 MIRAMAR	
QUANTITY 32,000,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA			
MODE RECEIPT%	FSII	SDA	CI
PIPE	REQUIRED	NONE	REQUIRED
TRUCK	REQUIRED	NONE	REQUIRED
0605	NAS NORTH IS	SAN DIEGO	CA
	N00246	889592290 NORTHISLND	
QUANTITY 19,685,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA			
MODE RECEIPT%	FSII	SDA	CI
PIPE	REQUIRED	NONE	REQUIRED
0606	DFSP SAN PEDRO	SAN PEDRO	CA
	UY7121	883251271 SANPEDRO	
QUANTITY 9,870,000	8A QUANTITY 0	SA QUANTITY 0	
TK/BG BERTH IS LOCATED AT DESC PEIR LONG BEACH, CA			
MODE RECEIPT%	FSII	SDA	CI
TANKER	NONE	NONE	REQUIRED
BARGE	NONE	NONE	REQUIRED
PIPE	NONE	NONE	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP5 ESCALATOR JP5 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0607	DFSP SAN PEDRO UY7121	SAN PEDRO SANPEDRO	CA
QUANTITY 500,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO INCLUDES FLEET NAVY VESSELS AND COAST GUARD MODE RECEIPT% FSII SDA CI TANKER NONE NONE REQUIRED BARGE NONE NONE REQUIRED PIPE NONE NONE REQUIRED			
0608	EDWARDS AFB FP2805	NORTH EDWARDS EDWARDS	CA
QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED NONE REQUIRED			
0609	MCB 29 PALMS (JP5 ONLY) M67399	880195280	CA
QUANTITY 3,500,000 8A QUANTITY 0 SA QUANTITY 3,150,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED NONE REQUIRED			
0610	MCB CAMP PENDLETON M00681	889513280	CA
QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 3,600,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO INCLUDES R45411 ASSAULT CRAFT UNIT FIVE MODE RECEIPT% FSII SDA CI TRUCK REQUIRED NONE REQUIRED			

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST JP5 ESCALATOR JP5 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0615	NAS LEMOORE		CA
	N63042	879585290 LEMOORE	
QUANTITY	62,000,000	8A QUANTITY 0	SA QUANTITY 10,540,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY			
MODE RECEIPT%	FSII	SDA	CI
PIPE	NONE	NONE	REQUIRED
PIPE MODE RESTRICTED TO DESTINATION OFFERS			
TRUCK	REQUIRED	NONE	REQUIRED
0616	DFSP PUGET SOUND		WA
	N00406	845459290 PUGET	
QUANTITY	9,870,000	8A QUANTITY 0	SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
BARGE	NONE	NONE	REQUIRED
TANKER	NONE	NONE	REQUIRED
0617	DFSP PUGET SOUND		WA
	N00406	845459290 PUGET	
QUANTITY	9,620,000	8A QUANTITY 0	SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
INCLUDES FLT/COAST GUARD			
MODE RECEIPT%	FSII	SDA	CI
BARGE	NONE	NONE	REQUIRED
TANKER	NONE	NONE	REQUIRED
0618	CGAS PORT ANGELES		WA
	Z20190	845531260	
QUANTITY	150,000	8A QUANTITY 0	SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
INCLUDES CG VESSELS			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	NONE	REQUIRED
0619	NAS WHIDBEY	OAK HARBOR	WA
	N00620	844905290 WHIDBEY	
QUANTITY	100,000	8A QUANTITY 0	SA QUANTITY 70,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	NONE	REQUIRED

LINE ITEMS 620 - 700 OMITTED FROM RFP SCHEDULE

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
OFF SHORE JP5 ESCALATOR JP5 WEST COAST**

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0701	DFSP PEARL HARBOR N00604	PEARL HARBOR PEARLHRBR	HI
QUANTITY 29,610,000	8A QUANTITY 0	SA QUANTITY 0	
MODE RECEIPT%	FSII	SDA	CI
TANKER	REQUIRED	NONE	REQUIRED
BARGE	REQUIRED	NONE	REQUIRED
BARGE MODE RESTRICTED TO DESTINATION OFFERS			
PIPE	REQUIRED	NONE	REQUIRED
0702	DFSP PEARL HARBOR N00604	PEARL HARBOR PEARLHRBR	HI
QUANTITY 20,440,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR INCLUDES FLT/COAST GUARD/NSC PEARL HARBOR/PWC/FLT TRNG GRP, US NAVAL SUB BASE.			
MODE RECEIPT%	FSII	SDA	CI
TANKER	REQUIRED	NONE	REQUIRED
BARGE	REQUIRED	NONE	REQUIRED
BARGE MODE RESTRICTED TO DESTINATION OFFERS			
PIPE	REQUIRED	NONE	REQUIRED
0703	CGAS BARBERS POINT Z20255	KAPOLEI 890553000	HI
QUANTITY 1,850,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR			
MODE RECEIPT%	FSII	SDA	CI
BARGE	REQUIRED	NONE	REQUIRED
TRUCK	REQUIRED	NONE	REQUIRED
0704	MCAS KANEOHE N00318	KANEOHE 890570280	HI
QUANTITY 20,000	8A QUANTITY 0	SA QUANTITY 0	
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	REQUIRED	NONE	REQUIRED

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
OFF SHORE JP5 ESCALATOR JP5 WEST COAST**

LINE ITEM LOCATION CITY STATE

0705 KWAJALEIN MISSILE RANGE MA
W811AC 930000240 KWAJALEIN

QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR
MODE RECEIPT% FSII SDA CI
TANKER REQUIRED NONE REQUIRED
FOB Destination TANKER offers will be considered. Draft restricted to 32 FT vessels.
BARGE REQUIRED NONE REQUIRED
MAX PARCEL MIN PARCEL
40,000 BBLs

0706 WAKE ISLAND WK
W81Y9R 930003240 WAKE

QUANTITY 3,300,000 8A QUANTITY 0 SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR
MODE RECEIPT% FSII SDA CI
TANKER REQUIRED NONE REQUIRED
BARGE REQUIRED NONE REQUIRED
MAX PARCEL MIN PARCEL
65,000 BBLs

0707 CG SUPPORT CNTR KODIAK AK
Z46000 813039260

QUANTITY 4,700,000*** 8A QUANTITY 0 SA QUANTITY 0
MODE RECEIPT% FSII SDA CI
BARGE REQUIRED NONE REQUIRED
BARGE MODE RESTRICTED TO DESTINATION OFFERS
TANKER REQUIRED NONE REQUIRED
MAX PARCEL MIN PARCEL
40,000 BBLs

LINE ITEMS 708 - 800 OMITTED FROM RFP SCHEDULE

**SUPPLIES TO BE OFFERED (DOMESTIC BULK)
WEST COAST F76 ESCALATOR F76 WEST COAST**

**FUEL, NAVAL DISTILLATE (F76), F76 2.5B
NSN: 9140-00-273-2377
PURCHASE REQUEST NO. SC0600-04-0883**

F76 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
172,850,000	88,237,800	0	84,612,200

FUEL, NAVAL DISTILLATE (F76)
NSN : 9140-00-273-2377

THE TOTAL ESTIMATED F76 QUANTITY TO BE PURCHASED IS -- 172,850,000
WEST COAST F76 118,565,000
OFF SHORE F76 54,285,000

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0801	DFSP PT LOMA		CA
	N00244	889000296 PTLOMA	
QUANTITY 88,830,000		8A QUANTITY 0	SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
TANKER	NONE	NONE	NONE
BARGE	NONE	NONE	NONE

0802	DFSP PT LOMA		CA
	N00244	889000296 PTLOMA	
QUANTITY 88,830,000		8A QUANTITY 0	SA QUANTITY 71,064,000
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA			
INCLUDES RQMTS FOR FLEET/CG/DFSP PT LOMA/NAVSTA SAN DIEGO/NAS			
NORTH ISLAND, CA/ NAV AMP BASE/NAV SUB SUP FAC SAN DIEGO/NAV			
OCEAN SYS CENTER SAN DIEGO/NSWC BOAT SUPPORT/DEPT OF COMMERCE NOAA/DEPT OF			
COMMERCE CST/GEO/USDC NOAA NATL OCEAN SVY LAJOLA CA			
MODE RECEIPT%	FSII	SDA	CI
TANKER	NONE	NONE	NONE
BARGE	NONE	NONE	NONE
BARGE MODE RESTRICTED TO DESTINATION OFFERS			

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
WEST COAST F76 ESCALATOR F76 WEST COAST

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0803	DFSP PUGET SOUND		WA
	N00406	845459290 PUGET	
QUANTITY 29,735,000		8A QUANTITY 0	SA QUANTITY 0
MODE RECEIPT%	FSII	SDA	CI
TANKER	NONE	NONE	NONE
BARGE	NONE	NONE	NONE

0804	DFSP PUGET SOUND		WA
	N00406	845459290 PUGET	
QUANTITY 29,610,000		8A QUANTITY 0	SA QUANTITY 17,173,800
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
INCLUDES FLEET/VESSELS/CG/OTHER AGENCIES.			
MODE RECEIPT%	FSII	SDA	CI
TANKER	NONE	NONE	NONE
BARGE	NONE	NONE	NONE

0805	NAVAL TORPEDO	KEYPORT	WA
	STA KEYPO		
	N00253	845435290	
QUANTITY 125,000		8A QUANTITY 0	SA QUANTITY 0
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND			
MODE RECEIPT%	FSII	SDA	CI
TRUCK	NONE	NONE	NONE

LINE ITEMS 806 - 900 OMITTED FROM RFP SCHEDULE

**B19.33 ECONOMIC PRICE ADJUSTMENT -- PUBLISHED MARKET PRICE (DOMESTIC BULK)
(DESC MAR 2003)**

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

(1) The base 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 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 the Schedule.

(2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this clause. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.

(i) **Base market price** means the price as shown in Column V of the table below which is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price for deliveries during the most recent period, as defined in the table below.

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

(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 PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.**

(1) Subject to the provisions of this clause, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.

(2) **CALCULATIONS.** All calculations shall be rounded to six decimal places.

(3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a weekly price adjustment modification effective each Tuesday.

(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, 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, pursuant to these economic price adjustment provisions shall not exceed **60** percent of the original base unit price in any applicable program year (whether a single year or 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 which the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the established 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.

B19.33 ECONOMIC PRICE ADJUSTMENT – PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 2003) (CONT'D)

(6) **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 and 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 conversions for economic price adjustment purposes, the factors specified in the CONVERSION FACTORS clause shall apply, unless otherwise specified in the Schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or 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	V
<u>Item No.</u>	<u>Name of Publication</u>	<u>Heading under which market indicator is published and name of product</u>	<u>Location where market price is applicable</u>	<u>Base market price as of FEB 10, 2004 (excludes all taxes) (see note(s) below)</u>
OFFSHORE PLATTS WEST COAST JP5/JP8	OILGRAM PRICE REPORT	SPOT PRICE ASSESSMENT WEST COAST PIPELINE JET FUEL	LOS ANGELES SAN FRANCISCO SEATTLE	\$1.065333

The reference price shall be determined as follows: LOS ANGELES + SAN FRANCISCO+SEATTLE

3

OFFSHORE PLATTS WEST COAST F76	OILGRAM PRICE REPORT	SPOT PRICE ASSESSMENT WEST COAST PIPELINE LOW SULFUR NO. 2	LOS ANGELES SAN FRANCISCO SEATTLE	\$1.066333
---------------------------------------	-----------------------------	---	--	-------------------

The reference price shall be determined as follows: LOS ANGELES + SAN FRANCISCO + SEATTLE

3

NOTE 1: The base market price listed above for the Offshore/West Coast JP8/JP5 and Offshore West Coast F76 will be adjusted on a weekly basis throughout contract performance. The adjusting market prices will be derived from the simple average of the daily highs and lows of the specified Platt's assessments effective Monday through Friday of the prior week (excluding any day prices are not published). The average shall be inserted into the formulae set forth above to generate the adjusting market prices for each product/region. These adjusting market prices shall be effective for deliveries made Tuesday through Monday.

**B19.33 ECONOMIC PRICE ADJUSTMENT – PUBLISHED MARKET PRICE (DOMESTIC BULK)
(DESC MAR 2003) (CONT'D)**

ROCKY MOUNTAIN JP8	OIL PRICE INFORMATION SERVICE	COMMERCIAL AIRLINE JET FUEL RANGE	SALT LAKE CITY	\$1.175050
---------------------------	--------------------------------------	--	-----------------------	-------------------

The reference price shall be determined as follows: 100% Salt Lake City (Average of Low and High).

ALASKA JP4 OR JET B	PLATT'S OILGRAM PRICE REPORT JET FUEL TABLE	JET FUEL PRICES	ALASKA	\$1.263810
	OIL PRICE INFORMATION SERVICE	UNLEADED AVERAGE	ANCHORAGE	

The reference price shall be determined as follows: 70% OPIS UNLEADED AVERAGE ANCHORAGE + 30% PLATT'S ALASKA JET FUEL MIDPOINT.

NOTE 2: The base market price listed above Rocky Mountain JP8 and Alaska JP4/Jet B will be adjusted on a weekly basis throughout contract performance. The adjusting market price will be derived from the simple average of (1) the high and lows of the specified Platt's assessments effective Monday through Friday of the prior week (excluding any days that prices are not published) and/or (2) the high and low of the specified OPIS assessment effective during the prior week. The average shall be inserted into the formulae set forth above to generate the adjusting market prices for each product/region. These adjusting market prices shall be effective for deliveries made Tuesday through Monday.

(DESC 52.216-9F33)

SECTION C

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)

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

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 most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1st, November 1st, January 1st, March 1st, and May 1st.

(DESC 52.246-9FT1)

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC FEB 2004)

(a) Specification MIL-DTL-5624U, dated January 5, 2004, Turbine Fuel, Aviation, Grades JP4 and JP5, applies. The requirements of Table 1 in the specification are modified as follows:

- (1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.
- (2) **HYDROGEN CONTENT.** ASTM D 5291 may be used in lieu of ASTM D 3701.
- (3) **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.** Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.
- (4) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment **OSP3**) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating, **“MSEP result is a ‘Report Only’ requirement. Original result of _____ (fill in actual result) on product containing the following additives: _____ (fill in combination of additives).”**

(5) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:

- (i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624U, an additional JFTOT test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). Shipments will not be delayed pending results of this additional JFTOT test.
- (ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC FEB 2004) (CONT'D)

(iii) Regardless of which option is chose (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604A to report the test temperature.

(6) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test (ASTM D 381-01) may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius. If air is used instead of steam while performing ASTM D 381, it must be reported. In case of a failure with air, the sample must be retested using steam.

(b) ADDITIVES.

(1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624U, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement. FSII included in jet fuel shall conform to MIL-DTL-85470B dated June 15, 1999.

(2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19 dated March 5, 2001. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, TOLAD 4410, and TOLAD 4445.

(4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624U, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases the proportion of the blend that has been hydrogen treated shall be reported.

(5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per the Contractor's election in MIL-DTL-5624U, dated January 5, 2004.

(6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonlynaphthylsufonic acid (DINNSA) shall be used.

(c) APPLICABLE TO JP5 ONLY.

(1) **FLASH POINT TESTING.** The referee procedure for performing flash point testing of JP5 shall be the manual version of ASTM D 93 as opposed to the automated version of ASTM D 93.

(2) **REPORTS.** Refer to the MATERIAL INSPECTION RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and to the address shown below:

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR 4.4.5
22229 ELMER ROAD, UNIT 4, BLDG 2360
PATUXENT RIVER, MD 20670-1534

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC FEB 2004) (CONT'D)

(d) APPLICABLE TO JP4 ONLY.

(1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624U with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DFSP.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements.

(DESC 52.246-9FNK)

C16.08-12 TURBINE FUEL, AVIATION, WIDE CUT TYPE (JET B) (DESC JUN 2001)

(a) Jet B wide cut aviation turbine fuel shall conform to the requirements of ASTM D 6615, Standard Specification for Jet B Wide Cut Aviation Turbine Fuel, as modified below:

(b) ADDITIVES.

(1) **FUEL SYSTEM ICING INHIBITOR (FSII).** When FSII is required by contract line item--

(i) The fuel shall contain 0.07 to 0.20 percent by volume FSII.

(ii) The FSII shall conform to the requirements of either specification MIL-DTL-85470B, Inhibitor, Icing, Fuel System, High Flash NATO Code Number S-1745, dated June 15, 1999, or ASTM D 4171, Standard Specification for FSII's, Type III.

(iii) When using the 20-ounce aerosol can to introduce FSII during over the wing refueling, determine the fuel quantity and calculate the amount of required additive. This additive shall be added gradually during filling to permit proper blending in the fuel. One can of aerosol additive will inhibit 180 gallons of fuel to 0.087 percent by volume.

(2) **CORROSION INHIBITOR (CI).** When CI is required by contract line item--

(i) The additive must conform to MIL-PRF-25017F, dated November 10, 1997, and be listed under the latest applicable Qualified Products List (QPL-25017-18).

(ii) The amount added shall be equal to or greater than the minimum effective concentration and shall not exceed the maximum allowable concentration listed in QPL-25017-18, dated February 27, 1998.

(3) **STATIC DISSIPATOR ADDITIVE (SDA).** When SDA is required by contract line item --

(i) The conductivity range is 50 to 450 picosiemens/meter at ambient temperature or 85 degrees Fahrenheit, whichever is lower.

(ii) The SDA allowed is STADIS 450 marketed by Octel America, Inc., Newark, DE.

(c) TESTING AND NOTIFICATION.

(1) Product must be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260 degrees Celsius must exhibit--

(i) A maximum 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.

(DESC 52.246-9FNF)

C16.23 FUEL, NAVAL DISTILLATE (F76) (DESC NOV 2003)

Military Specification MIL-PRF-16884K dated November 14, 2002, applies with the following modifications:

(a) **STABILIZER ADDITIVE.** Line injection of stabilizer additive is permitted under the following conditions:

(1) A laboratory hand blend containing the additive F76 must be tested to verify compliance with all specification requirements.

(2) The additive must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the F76. The Contractor shall maintain records evidencing the homogenous blending of the line injected additive. Such methods may include meter or tank gauge readings taken at intervals to provide confidence in the injection process.

(b) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements.

In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the address shown below:

NAVY SEA SYSTEMS COMMAND
SEA 05M3
1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD, DC 20376
UNITED STATES

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR 4.4.5
22229 ELMER ROAD, UNIT 4, BLDG 2360
PATUXENT RIVER, MD 20670-1534

(c) **RED DYE. (Does not apply to Atlantic/Europe/Mediterranean or Western Pacific Overseas Bulk purchase programs unless offering refinery is located in the United States or one of its possessions.)** Red dye required in off-highway diesel fuel in accordance with 40 CFR Part 80 as modified by the Environmental Protection Agency's interim final rule published in the Federal Register dated July 14, 1994, shall not be added to F76 supplied. The finished product shall show no visual evidence of red dye. This product is for military, off-highway use only and must be segregated at all times from any diesel fuel used on-highway.

(d) **OXYGEN OVERPRESSURE TESTING.** The maximum total insolubles limited applicable to accelerated storage stability results generated by ASTM method D 5304 is 3.0 milligrams per 100 milliliters of sample. This limit is changed from the previously-specified 1.5 mg/100 ml limit due to a change in the type of filter media required in the latest (2002) version of this test method. Only nylon membrane filter media (0.8 micron pore size) are acceptable as specified in the latest revision of ASTM D 5304. Do not use glass fiber (Type A/E) filter media to obtain test results by ASTM method D 5304.

(DESC 52.246-9FBE)

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002)

Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(a) **REFINERIES IN ALASKA.** For fuels refined in Alaska and delivered to Alaska locations, the total acid number specification limit is relaxed to 0.020 mg KOH/g maximum.

(b) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-DTL-83133E, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.

(1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.

(2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the percentage of the blend that has been hydrogen treated shall be reported.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19, dated March 15, 2001.

(4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.

(5) Static Dissipator Additive (SDA) is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150 to 450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonlynaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.

(6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)

(ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(iii) When FSII is line injected, additive concentration (refer to MIL-DTL-83133E specification for test methods permitted) must be verified based on a representative shipment sample(s).

(c) **TESTING.**

(1) **PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**

(i) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(ii) **FT TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.

(2) **WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.**

(i) Refer to MIL-DTL-83133E.

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII, CI, and/or SDA after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002) (CONT'D)

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI, and AO (AO only if required). The FSII shall be included in this handblend at a concentration of 0.10 to 0.15 volume percent and the amount of the CI included shall be within the concentration ranged specified in QPL 25017. The MSEP result of this hand blend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standardized Report Form (see Attachment **OSP3**) as item 750X. This result shall be recorded with an asterisk next to it and a footnote below stating "MSEP result is a report only requirement." Original result of _____ on product containing the following additives applies:

(3) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-98, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-83133E, an additional JFTOT shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit).

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(4) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test (ASTM D 381-01) may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius.

(5) **TOTAL WATER CONTENT.** The total water content of each shipment of JP8 shall be determined in accordance with ASTM D 6304, Procedure A or Procedure C on a sample taken at the custody transfer point that is representative of the entire delivery. The only exception to this sampling location is for deliveries by truck or railcar, in which case the test shall be performed on a representative sample taken from the sales tank. **No maximum limit applies to test results obtained for this fuel property.** This data is required for information purposes only.

(6) **WORKMANSHIP.** The workmanship criteria in MIL-DTL-83133E, paragraph 3.4, is revised to read, "At the custody transfer point, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter in accordance with ASTM D 4176, Procedure 2, with a result of Rating 1, maximum. If the sample fails ASTM D 4176 only because it contains visible sediment or particulate matter, but meets the particulate matter requirements of 1.0 mg/L maximum as stated in MIL-DTL-83133E, Table I, the workmanship criteria is met. However, in case of dispute as determined by sample results taken at the custody transfer point, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more than 1.0 mg/L of particulate matter as required in MIL-DTL-83133E, Table I. The sample in dispute shall be taken into an area where the sample is permitted to slowly equilibrate to 21 degrees Celsius (70 degrees Fahrenheit).

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002) (CONT'D)

(d) REPORTS.

(1) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause (52.246-9FG1) for additional reporting requirements.

(2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. When completing the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275 degrees Celsius shall be reported using series "A" for item numbers 601, 602, and 603. A separate report form is not required for the 275 degrees Celsius test result.

(3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel.

(4) The total water content of each batch of fuel supplied to the Government shall be reported in mg/kg as Item 781B on the Standard Report Format. In cases where a custody transfer point sample is used to determine the total water content, test reports for each batch tank used in the shipment will record the total water content from the custody transfer point sample analysis. **The total water content of JP8 is to be reported, NOT LIMITED.**

(DESC 52.246-9FNW)

SECTION E

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)

(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;

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

(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.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

(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.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

(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. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that 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.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

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.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

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

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

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			*										
Microseparator			*										
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.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000) (CONT'D)

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)

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) (CONT'D)

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E14.02 INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)

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. Acceptance occurs when the authorized Government Representative signs the Material Inspection and Receiving Report (DD Form 250 series). The office responsible for inspection, on behalf of the Government, shall be as follows:

<u>ITEM(S)</u>	<u>SOURCE OF PRODUCT AND/OR SHIPPING POINT</u>	<u>INSPECTOR(S)</u>
----------------	--	---------------------

(THE CONTRACTING OFFICER WILL ASSIGN INSPECTION AT THE TIME OF AWARD.)

(DESC 52.246-9FH5)

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 ²	Egypt	400	Laos	350 ¹	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 ¹
Armenia	200	Europe (Continental)	200	Malaysia	350 ¹	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 ¹	South America	111
Australia	350 ¹	Greenland	200	Malta	200	Sri Lanka	350 ¹
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 ¹
Bangladesh	350 ¹	India	350 ¹	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 ¹	Myanmar	350 ¹	Thailand	350 ¹
Bhutan	350 ¹	Ireland	200	Nepal	350 ¹	Turkey	200
Brunei	350 ¹	Iraq	400	New Zealand	350 ¹	Turkmenistan	400

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003) (CONT'D)

Cambodia	350 ¹	Israel	200	Oman	400	United Arab	
Canada	120	Japan	340	Pacific Islands		Emirates	400
Canary Island	200	Johnston Atoll	310	(Central & South)	310	United Kingdom	200
Caribbean Islands	111	Jordan	400	Pakistan	400	Uzbekistan	400
Central America	111	Kazakhstan	400	Papua New Guinea	310	Vietnam	350 ¹
Chagos Archipelago	300	Kenya	400	Philippines	350 ¹	Wake Island	310
Comoros	200	Korea	330	Qatar	400	Yemen	400
Cyprus	200	Kuwait	400	Ryukus Islands, Japan	340		

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(c) INSPECTION OFFICES AND CODES.

- 110. DESC Americas -- East
 Federal Building, Room 1005
 2320 LaBranch Street
 Houston, TX 77004-1091
 Phone: (713) 718-3883
 FAX: (713) 718-3891

- 111. DESC Homestead
 360 Coral Sea Blvd.
 Homestead AFB, FL 33039-1299
 Phone: (305) 258-7454/55/56
 FAX: (305) 258-7761

- 120. DESC Americas -- West
 3171 N Gaffey Street
 San Pedro, CA 90731-1099
 Phone: (310) 900-6960
 FAX: (310) 900-6973

E22

LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003) (CONT'D)

- 200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³

- 300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710

- 310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710

- 320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517

- 330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
[Location: Camp Walker, Taegu, Korea]
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³

- 340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003) (CONT'D)

- 350. DESC Singapore
PSC 470, Box 2700
FPO AP 96534-2700
Phone: 65-287-7626³
FAX: 65-288-6540³

- 400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

³ Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers 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 waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. 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 or (703) 767-8420; (DSN) 427-8420.

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004) (CONT'D)

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or 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 reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently 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 deviation or 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).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or 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 reinspection or retest, if necessary.

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

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003)

(a) The information required in paragraphs (b) through (e) shall be submitted via the Paperless Ordering and Receipt Transaction Screens (PORTS) system. Whenever access to the PORTS system is limited or not available (i.e., during an extended loss of internet connectivity), the Contracting Officer must be notified and reports may be submitted manually until the PORTS system is again available for use.

(b) Laboratory reports shall be in the Standard Report Format given in Attachment **OSP3** for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipping tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003) CONT'D)

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity nor the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "**city**" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "**Shipped From**" block on the DD Form 250 series document.

(e) One copy of the documents and reports listed in paragraph (b) shall be transmitted by mail, email, or facsimile to the Defense Energy Support Center.

(1) Reports sent by mail shall be forwarded to--

ATTN DESC-BP (LR) ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(2) Reports sent by email shall be forwarded to courtney.long@dla.mil or patricia.wilkins@dla.mil

(3) The number to use for reports sent by facsimile is **(703) 767-8366**.

(f) All Contractors shall submit the requested information on the **Signature Sheet for Bulk PORTS** form (Attachment **OSP4**).

(DESC 52.246-9FG2)

SECTION F

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(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 upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--

(i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;

(ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:

(A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002) (CONT'D)

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(3) 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.

(4) 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.

(5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.

(6) 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.

(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 which 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.

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

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

(DESC 52.247-9FA1)

THE FOLLOWING CLAUSE APPLIES TO ALL PIPELINE AND TANK CAR DELIVERIES:

F1.08 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through SEPTEMBER 30, 2005.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to OCTOBER 1, 2004.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period OCTOBER 1, 2004 through SEPTEMBER 30, 2005 shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 365 days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 8.33% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 8.33 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 8.33% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 8.33% quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES TO ALL TANK TRUCK DELIVERIES:

F1.08.200 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through SEPTEMBER 30, 2005.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to OCTOBER 1, 2004.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period OCTOBER 1, 2004 through SEPTEMBER 30, 2005 shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 260 days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 8.33% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 8.33 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 8.33% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 8.33% quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES ONLY TO GALENA AIRPORT, ALASKA JP8 DELIVERIES:

F1.08.300 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through SEPTEMBER 30, 2005.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to JUNE 1, 2005.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period JUNE 1, 2005 through SEPTEMBER 30, 2005 shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 122 days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 25% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 25 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 25% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 25% quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)

(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 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 quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving shore tank measurements; or
- (b) Calibrated meters on the receiving tank system.

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

(2) **DELIVERIES INTO OR BY PIPELINE.**

(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 quantity shall be determined (at the Contractor's option) on the basis of--

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

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

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999) (CONT'D)

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

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meter (if the facility is so equipped).

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

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.

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

(3) **DELIVERIES INTO OR BY RAIL TANK CAR.**

(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 quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government will have 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 quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.

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

(4) **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 quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (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.**

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of—

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999) (CONT'D)

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

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (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 delivered; or
- (d) 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 calibrated scales.

(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. Volume correction to gallons at 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. 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).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(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 U.S., 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 shall be the referee method.

- (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
- (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
- (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
- (iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in

accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. 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 used.

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

- (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
- (B) Volume XII, Table 58, shall be used to convert metric tons 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.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer. (DESC 52.211-9F95)

THE FOLLOWING CLAUSE APPLIES TO ALL TANKER/BARGE DELIVERIES:

F1.15 DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) (DESC APR 2001)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through SEPTEMBER 30, 2005.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to OCTOBER 1, 2004.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period OCTOBER 1, 2004 through SEPTEMBER 30, 2005 shall not be required to accumulate any such product at any such location and to subsequently make deliveries in excess of **8.33%** in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than **8.33** percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of **8.33%** per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such **8.33%** quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB6)

F1.29 DETERMINATION OF QUANTITY FOR KINDER MORGAN PIPELINE USERS (DESC MAR 2000)

For offers f.o.b. origin Kinder Morgan Pipeline - North Line Concord Station--

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

(1) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into pipeline, Kinder Morgan Concord Station meters shall be used.

(2) The Contractor's shipping tank measurements shall be taken before and after each delivery and will be used at the Government's option in the event Kinder Morgan meters fail or are otherwise determined to be unacceptable.

(b) All shipping tank measurements made pursuant to (a) above shall be in accordance with procedures prescribed in API Manual of Petroleum Measurement Standards (MPMS) Chapter 7, Temperature Determination, as last revised, and API MPMS Chapter 3, Tank Gauging. Testmaster Water Indicating Paste, manufactured by Steward Hall Chemical Corp., 222 Washington, Mount Vernon, NY 10553, or an equivalent paste capable of providing a reliable sharp color change in water bottoms comprised of 50 percent fuel system icing inhibitors, shall be used for obtaining water cuts in Aviation Turbine Fuelstocks containing fuel system icing inhibitor (Diethylene Glycol Monomethyl Ether). The product volume measured in storage tanks and pipeline tenders will be corrected to a standard temperature of 60⁰F in accordance with the most recent edition of Tables 5 and 6 of the ASTM D 1250, IP-200 and API 2540. The "B" designated tables will be used for all products except--

(1) **CRUDE OILS AND JP4:** Use "A" designated tables.

(2) **LUBRICATING OILS:** Use "D" designated tables.

Extrapolated versions of these tables used by the Kinder Morgan Pipeline Company are acceptable.

(c) The gross and net quantity, the initial and corrected API gravity, and the temperature at which the product was measured will be indicated on the shipping document.

(DESC 52.211-9FC1)

F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES)(DESC JUN 1996) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

F14 SHIPMENT AND ROUTING (DESC MAR 2003)

(a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; provided, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **Tankers and Barges.** Report to the Quality Representative (QR).

(2) **Tank Cars.** Report to the QR and by wire (Government rate collect) to Military Traffic Management Command, Deployment Support Command, ATTN: Rail Fleet Manager Building 664, Sheppard Place, Room 337, Fort Eustis, VA 23604. Any shortage or overage of tank cars shall be similarly reported.

(3) **Pipeline, Transport Trucks, Trucks and Trailers, and Tank Wagons.** Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.

(4) If the supplies are for the Defense Energy Support Center, also report in each case above to the Defense Energy Region having jurisdiction over the territory in which shipment originates.

(c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) Unless otherwise directed by the Defense Energy Region placing orders, the Contractor shall create shipments for supplies using USBank's Powertrack, with software and training to be provided by USBank.

(2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Energy Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.

(3) **Motor Carrier Performance Reporting.** For f.o.b. origin truck deliveries, the Contractor shall maintain a daily written log of motor carrier performance to include: carrier, destination, number of trucks ordered, number of trucks furnished, and deficiencies. On the last business day of each calendar month, the Contractor shall forward a copy of the daily written logs to the DESC Americas office having oversight of the motor carrier contract.

(4) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice that shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Energy Regional Office upon receipt.

(2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.

(3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.

(g) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.

(h) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

(DESC 52.247-9FH1)

**F15 BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS
(DESC MAR 1994)**

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.

**F15 BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS
(DESC MAR 1994) (CONT'D)**

(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)

F16.01 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)

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

(a) The term **barge**, as used herein, shall include lake tankers and coastal tankers, e.g., T-1 tankers.

(b) 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 15 days, 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.

(c) Within 3 hours after issuance of Notice of Readiness (NOR) to unload by the Master or Mate of the vessel designated to discharge, 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 a barge's NOR 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.

(d) 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 NOR 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--

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

(2) Immediately upon the barge's arrival in berth (i.e., all fast), with or without NOR, 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.

(e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) 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 (1) 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 (2) 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.

(f) 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, NOR to unload will be again required as provided in (c) above.

(g) Hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(h) 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.

(DESC 52.247-9FD1)

F17 F.O.B. ORIGIN (JUN 1988)

- (a) The term **f.o.b. origin**, as used in this clause, means free of expense to the Government delivered--
- (1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
 - (2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle when the shipping point is within a port area having water transportation service) or the carrier's freight station;
 - (3) To a U.S. Postal Service facility; or
 - (4) If stated in the solicitation, to any Government-designated point located within the same commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).
- (b) The Contractor shall--
- (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
 - (2) (i) Order specified carrier equipment when requested by the Government; or
(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
 - (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
 - (4) Be responsible for any loss of and/or damage to the goods--
 - (i) Occurring before delivery to the carrier;
 - (ii) Resulting from improper packing and marking; or
 - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
 - (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--
 - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
 - (iii) Lengths and capacities of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
 - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
 - (vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and
 - (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:
- (1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."
 - (2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

(FAR 52.247-29)

F18 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)

On items calling for delivery f.o.b. tanker/ocean-going barge 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. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (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 objections, 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 previous scheduled delivery date.

**F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)
(CONT'D)**

(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.** The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of **36** feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received 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 agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's 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 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon of 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 moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.

(3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source.. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.

(4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo 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 36 hours of basic allowed laytime for loading a full vessel cargo. The 36 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 36 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

**F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)
(CONT'D)**

(2) INCREASES TO BASIC ALLOWED LAYTIME.

(i) If after laytime commences, the condition of 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 which occurred after laytime commenced.

(iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

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

(v) If for any reason the Contractor is delayed in loading the vessel 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.

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

(vii) There will be no increase 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 which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **USS, USNS, OR TIME CHARTERED 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) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;

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

(h) The temperature of any fuel oil loaded shall be at least 10⁰F below the flash point of the oil and in no case higher than 150⁰F if the cargo tanks are uncoated, or 135⁰F if coated; **PROVIDED**, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70⁰F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10⁰F below the flash point of the product.

(DESC 52.247-9FC1)

F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)

- (a) All Government-furnished tankers used in the course of this contract will comply with the following:
- (1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).
 - (2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.
 - (3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.
 - (4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).
 - (5) All tankers will be equipped with tank level measuring devices in each cargo tank.
 - (6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.
 - (7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.
- (b) The Contractor may, at its own expense and in a manner so as not to delay a scheduled delivery, inspect tankers for compliance with these requirements. In the event the Contractor believes a tanker does not meet a requirement contained herein, the Contractor shall notify DESC in writing with a copy to the tanker captain of the specific details of the alleged deficiency as soon as possible. The Contracting Officer will make a determination as to compliance with these requirements. This determination will be binding on the parties. (DESC 52.247-9FC5)

F52.11 DEBALLASTING (DESC JAN 1990)

Deballasting facilities and services will be made available upon request to all vessels loading cargo under this contract. Contractors who neither own nor operate deballasting facilities and services will be responsible for arranging for their availability at the loading facility. Deballasting facilities will be provided at no additional charge to the Government. (DESC 52.247-9FB1)

F54 TANKER UNLOADING CONDITIONS (DESC APR 1997)

- On items calling for delivery f.o.b. destination by means of tanker--
- (a) 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 tanker will be furnished the Contractor at least 30 days 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.
 - (b) The Contractor will notify the receiving activity, or cause it to be notified, of the name, size, and expected hour of arrival of each tanker at least 72 hours before the time of arrival.
 - (c) Within 6 hours after receipt of notice by the receiving activity from the Captain or Master of a tanker of readiness to unload, the Government will provide, free of cost, a reachable berth at the unloading port for the unloading of the supplies ordered where at least tankers with a maximum draft of 35 feet can be safely afloat at all times; Provided, however, that if the receiving activity does not receive notice of a tanker's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date the Government will be allowed 24 hours after receipt of notice within which to provide a berth.

F54 TANKER UNLOADING CONDITIONS (DESC APR 1997) (CONT'D)

(d) The Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 3,000 barrels of supplies to be unloaded, plus 3 hours; PROVIDED, however, that if the conditions or facilities of the tanker 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 tanker; PROVIDED, further, that when the tanker is delayed in reaching its berth within 6 hours or 24 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 tanker, 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 tanker or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such laytime. Laytime shall commence either--

(1) At the expiration of the notice period prescribed by paragraph (c) above (the 6 hours' or the 24 hours' notice period, as the case may be), berth or no berth; or

(2) Immediately upon the tanker'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 tanker is completed and the hoses have been disconnected.

(e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, demurrage will be paid by the Government at the demurrage rate in the charter if a chartered tanker; or, if not a chartered tanker, at the charter rate applicable to tankers of the type unloaded under market conditions prevailing on the date the tanker is unloaded, except (1) that such rates shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault or negligence of the Government such as those specified in paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause; and (2) that, if a chartered tanker, the demurrage payable by the Government shall in no extent exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government where a chartered tanker is utilized, 1/2 of the total laytime allowed for loading and discharging under the charter 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.

(f) Hoses for unloading a tanker will be furnished, connected, and disconnected by the Government.

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

(h) While unloading, the tanker shall be governed by all applicable regulations in force at unloading port, including those relating to fires on board ships. (DESC 52.247-9FD5)

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999)

(a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS or the DELIVERY AND ORDERING PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.

(b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

(DESC 52.211-9F45)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to ALL ITEMS.

(FAR 52.211-16)

F105.01 DEADFREIGHT (DESC JUN 1990)

(a) Any decrease in quantity not permissible under the VARIATION IN QUANTITY clause shall result in deadfreight, chargeable to the Contractor and calculated as follows:

Total days of the cargo
 TIMES
 Vessel daily cost
 DIVIDED BY
 Vessel capacity stated in barrels
 TIMES
 Total barrels scheduled to load MINUS Total barrels loaded
 EQUALS
 Deadfreight cost

(b) Explanation of terms used in (a) above follows:

(1) "Total days of the cargo," as used in this clause, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.

(2) "Vessel daily cost," as used in this clause, shall be determined as follows:

(i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.

(ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.

(3) "Total barrels scheduled to load," as used in this clause, is the total quantity (all products) reflected on the latest DD Form 1155.

(4) "Total barrels loaded," as used in this clause, is the total quantity (all products) shown as loaded on the DD Form 250-1.
 (DESC 52.211-9FH1)

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991)

(a) In response to this solicitation, offerors may offer nonaviation petroleum products that use In-Line Blending (ILB) procedures for delivery into tankers and barges (vessels). Offerors planning to use ILB procedures to blend finished product, as it is being delivered into vessels, must include with the offer a detailed description of the ILB procedures, including quantity determination. Automatic, on-line test procedures must be described in detail, including whether these tests are ASTM (or equivalent) approved. ILB procedures must be acceptable to the Government. The Contractor has the option of meeting the requirements of either (b) or (c) below.

(b) The Contractor is responsible for product quality on board the vessel.

(1) During an ILB operation, changes in the blend ratio may occur during vessel loadings. In order to assure the entire cargo is uniformly blended, sampling and testing on board the vessel are required. Although Section 4 of the Product Specification, Quality Assurance Provisions, defines a Bulk Lot as an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container, sampling and full specification testing of each vessel tank system is acceptable.

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991) (CONT'D)

(2) The following vessel sampling and testing must be performed by the Contractor and substitutes for the Sampling and Testing requirements contained in the CONTRACTOR INSPECTION RESPONSIBILITIES clause. All tests must be on-specification as evidence that the Contractor has met the contract product quality requirements.

(i) An appearance, gravity, and flash point (if product specification has a flash point requirement) on an all-level sample from each tank used in the loading. A half (0.5) liter sample from each tank will be retained for 45 days.

(ii) A full specification test series on a multiple tank composite sample representing each vessel tank system used in the loading. If more than four systems are used, only four multiple tank composite samples need to be tested. In this case, the Contractor will ensure that multiple tank composite samples are representative of all product loaded, and the Contractor will determine which vessel tanks will be included in each multiple tank composite sample. A 20-liter multiple tank composite sample for each vessel tank system will be retained for 45 days.

(iii) All time and costs associated with sampling and testing the finished product aboard the vessel will be borne by the Contractor.

(iv) If the product does not conform to specification aboard the vessel, the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor, and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.

(c) The Contractor is responsible for product quality at the custody transfer point.

(1) Subdivisions (b)(2)(i) and (ii) above, sampling and testing, must still be performed.

(2) The Contractor must also obtain samples at the custody transfer point that are representative of the product in the various vessel tanks. Samples must be taken in accordance with ASTM D 4177. As a minimum, an 8-liter composite sample, representative of each quarter cargo, will be taken. One 4-liter sample from each of these composites will be retained for a period of 45 days.

(3) If all vessel tests required by subdivisions (b)(2)(i) and (ii) above conform to specification, it will be concluded the Contractor met the contract quality requirements and no additional testing of custody transfer samples will be required.

(4) If any vessel tests in subdivisions (b)(2)(i) and (ii) above are off-specification, the Contractor must perform a full specification test series on the applicable custody transfer composite sample(s) that represents the on board off-specification product. If the custody transfer point sample(s) conforms to specification, it will be concluded the Contractor met the contract quality requirements. If the custody transfer point sample(s) does not conform to specification, it will be concluded the Contractor did not meet the contract quality requirements and the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.

(d) The Contractor may inspect tankers and barges for suitability to load the intended cargo. If the Contractor chooses the paragraph (b) option to guarantee product quality on board the vessel and the Contractor and the U.S. Quality Representative (QR) disagree as to the suitability to load Government-furnished vessels, the determination of the Contractor will govern. If the Contractor chooses the paragraph (c) option to guarantee product quality at the custody transfer point and the Contractor and QR disagree as to the suitability to load Government-furnished vessels, the determination of the QR will govern.

(e) The Contractor must state in its offer whether it will meet either the paragraph (b) or (c) requirements.

(DESC 52.247-9F70)

SECTION G

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)

G6 INVOICE DISCREPANCIES (BULK) (DESC SEP 2002)

(a) In the event of a discrepancy between the invoiced quantity of fuel and the quantity of fuel received, as shown on the "Original Receiving Report for Payment of Invoice" form, as described in the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS (BULK) clause, the Contractor shall be paid for actual quantities of fuel received, based on the "Original Receiving Report for Payment of Invoice" form, at the applicable price in effect in accordance with the terms of the contract.

(b) In the event of a discrepancy between the unit price on the invoice and the unit price as calculated under the contract, the Contractor shall be paid the applicable price in effect in accordance with the terms of the contract.

(DESC 52.211-9FH3)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC FEB 2003) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (CONT'D)

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (CONT'D)

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent contract, and account number at the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor 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 Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.
- (FAR 52.232-34)

G12 SUPPLEMENTAL INVOICING INFORMATION (BULK) (DESC SEP 2002)

Supplemental information required by the contract as authorized by 5 CFR part 1315.

- (a) Description of the item shall include the Government product code, such as JP8, JP5, F76, etc.
- (b) Pipeline shipments shall include the Commercial Batch Number for each pipeline shipment, if available.

(For f.o.b. origin pipeline shipments, the Contractor will include the Commercial Batch Number as provided by the ordering office.)

(DESC 52.211-9FH7)

G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003)

(a) **CERTIFICATION OF RECEIPT.**

(1) **F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

- (A) The DD Form 250, Material Inspection and Receiving Report;
- (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
- (C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for

Commercial Items.

(2) **F.O.B. ORIGIN DELIVERIES.**

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003) (CONT'D)

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
 STOCK FUND DIRECTORATE
 FUELS ACCOUNTING AND PAYMENT DIVISION
 ATTN DFAS-BVDFB/CC
 PO BOX 182317
 COLUMBUS OH 43218-6250

(c) **SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-2473** (DFAS-BVDFB/CC).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-BVDF/CC) at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-BVDF/CC will not be held accountable for transmissions not received.

(5) 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-BVDFB/CC specifically requests it.

(d) **SUBMISSION OF INVOICES ELECTRONICALLY.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

**G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK)
(DESC JUN 2003)CONT'D)**

(e) SUBMISSION OF INVOICES BY COURIER.

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
FUELS ACCOUNTING AND PAYMENTS
ATTN DFAS-BVDFB/CC
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) NOTES.

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

SECTION H

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)

DESC ADDRESS AND TELEPHONE NUMBER

Alabama, Arkansas, Connecticut, Delaware,
 District of Columbia, Florida, Georgia, Illinois, Indiana,
 Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,
 Massachusetts, Michigan, Minnesota, Mississippi,
 Missouri, Nebraska, New Hampshire, New Jersey,
 New York, North Carolina, North Dakota,
 Ohio, Oklahoma, Pennsylvania, Rhode Island,
 South Carolina, South Dakota, Tennessee, Texas, Vermont,
 Virginia, West Virginia, Wisconsin, Bolivia, Caribbean Area,
 Colombia, El Salvador, Honduras, Mexico, Puerto Rico,
 and West Indies

Defense Energy Support Center - Houston
 2320 La Branch Street, Suite 1005
 Houston, TX 77004-1091
 TELEPHONE: (713) 718-3883 x120
 FAX: (713) 718 3891/98/99

Arizona, California, Colorado, Idaho, Montana, Nevada,
 New Mexico, Oregon, Utah, Washington and Wyoming

Defense Energy Support Center - Los Angeles
 3171 N. Gaffey Street
 San Pedro, CA 90731-1099
 TELEPHONE: (310) 241-2807
 FAX: (310) 241-2835

Alaska and Aleutians

Defense Energy Support Center - Alaska
 Elmendorf AFB AK 99506-5000
 TELEPHONE: (907) 753-0517
 FAX: (907) 552-3760 OR (907) 552-5569

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)CONT'D
(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	
<u>FOOTNOTE</u>			
Afghanistan	2	Marianas	3
Africa (except countries assigned to DFR Middle East)	1	Mediterranean Sea countries	1
Alaska	3	New Zealand	3
Australia	3	Oman	2
Bahrain	2	Pakistan	2
Burma	3	Philippines	3
Djibouti	2	Qatar	2
East Indies	3	Ryukyu Islands	3
Egypt	2	Saudi Arabia	2
Ethiopia	2	Somalia	2
Europe (continental)	1	South Pacific Islands	3
Hawaii	3	Sri Lanka	3
Indian Ocean countries	3	Sudan	2
Japan	3	Taiwan	2
Jordan	2	Thailand	3
Kenya	2	Turkey	1
Korea	3	United Arab Emirates	2
Kuwait	2	United Kingdom	1
Malaya	3	Yemen	2

FOOTNOTES:

- | | |
|---|--|
| <p>1. DESC Europe
 American Arms Hotel
 August STR 6 Box 224
 65189 Wiesbaden, Germany</p> <p>Phone:
 COM <u>011 49-0611-380-7710</u>
 FAX <u>011 49-0611-338-7406/7437</u></p> | <p>2. DESC Middle East
 PSC 451, Box DESC-ME
 FPO AE 09834-2800</p> <p>Phone: Awali, Bahrain
 DSN (318) 439-4650
 COM <u>011 973-17-85-4650</u>
 FAX <u>011 973-17-85-4655</u></p> |
| <p>3. DESC Pacific
 Box 64110
 Camp H M Smith HI 96861-4110</p> <p>Phone:
 COM <u>808 477-3600</u>
 FAX <u>808 477-5710</u></p> | |

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003) (CONT'D)

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

DATA	DD FORM 250 BLOCK NO./DATA
A. National stock number	16 Enter as cited
B. Quantity	17 Enter as cited
C. Contract number	1 Enter as cited
D. Contract line item number	15 Enter as cited
E. Shipment number/SUPAAC	2 Enter as cited
F. Day commenced loading/pumping	16 Enter for pipeline, if cited
G. Bill of lading (B/L) number	4 Enter as cited, for f.o.b. origin shipments only
H. Delivery order number	1 Enter as cited
I. Final shipment indicator	2 Enter, if cited, after "Shipment No."
J. Product Shipment Day	3 Enter as cited, for f.o.b. origin shipments only
K. Product receipt day	22 Enter as cited, for other than f.o.b. origin shipments
L. Mode of shipment	4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.
(DESC 52.242-9FQ1)

H23 BULK LIQUID FACILITIES REPORT (DESC APR 1984)

The offeror shall complete a DESC Form 1890, Contractor Bulk Liquid Facilities Report, for each refinery or terminal where products would be supplied under any Defense Energy Support Center bulk petroleum contract awarded under this solicitation. The DESC Form 1890 shall be submitted with the offer at the date and time specified for receipt of offers. In the event the offeror receives an award, the Contractor shall also submit a completed DESC Form 1890 to the DESC Regional Officer servicing the Contractor's facility, during the first month of the contract award. The DESC Form 1890 shall be updated by the Contractor as changes occur in shipment capabilities throughout the remainder of the contract period. (Blank forms are available at the DESC Regional Office servicing the Contractor's facility.) (OMB No. 0704-0129 applies.)

(DESC 52.242-9FP1)

SECTION I

II.01 DEFINITIONS (BULK) (DESC JUL 1996)

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.

(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.

(d) **Supplies** means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(e) The term **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.

(f) **Acceptance** means the act of an authorized Representative of the Government by which the Government, for itself, or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered, as partial or complete performance of the contract. For f.o.b. origin delivery, acceptance occurs when the Government QR signs the Material Inspection and Receiving Report (DD Form 250 series document). For f.o.b. destination delivery, acceptance occurs when the authorized Government Representative signs the DD Form 250 series document.

(g) **Calibration** means the comparison of a measurement system or device of unverified accuracy to a measurement system or device of known or greater accuracy to detect and correct any deviation from required performance specifications of the unverified measurement system or device.

(h) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed type valves, etc.

(i) **Dedicated system** means a system that is self contained and for the exclusive use of a particular product.

(j) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

(DESC 52.202-9F05)

II.03-2 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC OCT 2003)

(a) **INSPECTION/ACCEPTANCE.** See Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** See Addendum.

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the items 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;**

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.
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if

required elsewhere in this contract.

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

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

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

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

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. **Note:** Contractors are also required to provide additional information in their invoices as specified in the Addendum, as discussed in the SUPPLEMENTAL INVOICING INFORMATION (BULK) clause.

**II.03-2 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC OCT 2003)
(CONT'D)**

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

(i) **PAYMENT.**

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

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

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

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

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

Also see Addendum.

(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.

(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 of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

**II.03-2 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC OCT 2003)
(CONT'D)**

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

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

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

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

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

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

(FAR 52.212-4, **tailored**/DESC 52.212-9F40)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 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.) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (Jun 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (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).

(ii) Alternate I (Jun 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003) (CONT'D)

- [] (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- [X] (14) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- [X] (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- [X] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [X] (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [] (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [] (21) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [] (22) (i) 52.225-3, Buy American Act – North American Free Trade Agreement – Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - [] (ii) Alternate I (May 2002) of 52.225-3.
 - [] (iii) Alternate II (May 2002) of 52.225-3.
- [X] (23) 52.225-5, Trade Agreements (Oct 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (24) 52.225-13, Restriction on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- [] (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- [] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- [] (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003) (CONT'D)

(31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)CONT'D)

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) (CONT'D)

- [] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003); ([] Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- [X] 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [] 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (APR 2003); ([] Alternate (APR 2003)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- [] 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [] 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- [] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([] Alternate I (MAR 2000)); ([] Alternate II (MAR 2000)); ([] Alternate III (MAY 2002)) (10 U.S.C. 2631).
- [X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- [] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

II.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)

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

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor’s CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records “**Active.**”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS+4**” followed by the DUNS or DUNS+4 number that identified the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

11.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003) (CONT'D)

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(FAR 52.204-7/DFARS 252.204-7004)

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) **DEFINITIONS.**

Agency, as used in this clause, means executive agency as defined in 2.101.

Covered Federal action, as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan,

or cooperative agreement.

Indian tribe and tribal organization, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

**II.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
(CONT'D)**

Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Reasonable compensation, as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) PROHIBITIONS.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

- (i) **AGENCY AND LEGISLATIVE LIAISON BY OWN EMPLOYEES.**

**II.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
(CONT'D)**

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) PROFESSIONAL AND TECHNICAL SERVICES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

**11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
(CONT'D)**

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(a) and (b) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) **DISCLOSURE.**

(A) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payments using nonappropriated funds (to INCLUDE profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subdivision (A) of this clause. An event that materially affects the accuracy of the information reported includes--

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(c) A change in the officer(s), employee(s), or Members(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) **AGREEMENT.** The Contractor agrees not to make any payment prohibited by this clause.

(v) **PENALTIES.**

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) **COST ALLOWABILITY.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(FAR 52.203-12)

12.05 CHANGES - FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

I2.05 CHANGES - FIXED-PRICE (AUG 1987)CONT'D

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

I11.01-2 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 reprourement 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 reprourement 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)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

I27 GRATUITIES (APR 1984) (CONT'D)

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION)

(a) As used in this clause--

(1) **After-imposed tax** means any new or increased Federal, State, or local tax 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.

(2) **After-relieved tax** means any amount of Federal, State, or local tax 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.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means—

(i) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and

(iii) **Minor outlying islands. Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.**

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

(b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES 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 tax 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 tax 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)

I28.02-1 FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 2003)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and oils furnished under this contract exclude Federal Excise Tax (FET). Contractors shall invoice applicable FET as follows:

- (1) **GASOLINE/GASOHOL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.
- (2) **AVIATION GASOLINE.** **Do not** include the FET on the Contractor's invoice since all fuel is intended for exempt uses.
- (3) **RESIDUAL FUEL OIL (NUMBERS 5 AND 6).** There is no FET on residual fuel oil.
- (4) **DIESEL FUEL.**
 - (i) **UNDYED DIESEL FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.
 - (ii) **DYED DIESEL FUEL.** There is no FET on dyed diesel fuel.
 - (iii) **F76.** There is no FET on F76. F76 is excluded from the definition of diesel fuel under Internal Revenue Service (IRS) Regulation 26 CFR Section 48.4081-1.
- (5) **JET FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

A Contractor not permitted by IRS regulations to sell fuel tax-free must state that in its offer.

(b) **STATE EXCISE TAXES EXCLUDED.** All contract prices exclude State excise taxes on fuels (including all bulk fuels, bunkers, and bulk lube products). Contractors should include any applicable State excise taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **OTHER STATE TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State taxes other than excise taxes.

(d) **LOCAL TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** local (city, county, etc.) taxes.

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

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

(DESC 52.229-9F20)

I28.03-1 TAX EXEMPTION CERTIFICATES (DESC AUG 2003)

(a) **FEDERAL AND STATE EXCISE TAXES.** Contractors shall forward requests for tax exemption certificates covering any Federal Excise Tax (FET) or State excise tax to the Contracting Officer or Ordering Officer.

(b) **STATE TAXES OTHER THAN EXCISE TAXES, LOCAL TAXES, AND ENVIRONMENTAL TAXES AND FEES.** Contractors shall forward requests for tax exemption certificates covering any State taxes other than excise taxes to the Contracting Officer or Ordering Officer. Examples of such taxes include local taxes, environmental taxes and inspection fees.

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor should invoice for FET, the supplies to be furnished at the time of contract execution are generally intended for a taxable purpose. However, where the invoice for any item includes FET and tax exemption can be claimed, the applicable tax may be deducted by the Government from the order or the invoice and a tax exemption certificate furnished in lieu of paying the tax. The Contracting Officer or Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F40)

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause—

Contract date means the date set for bid opening or, if this is a negotiated contact or a modification, the effective date of this contact or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contact are made.

Tax and taxes include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is 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 tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, 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, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003) (CONT'D)

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties 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. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

I28.24 U.S. IMPORT TAX ON PETROLEUM (BULK) (DESC DEC 1980)

This clause is applicable to overseas f.o.b. origin contracts and to domestic f.o.b. origin contracts where product may be imported into the U.S.

The contract prices for any foreign refined product to be furnished hereunder do not include any U.S. Import Tax or Duty on petroleum. In the event that such a tax or duty may be imposed on product furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

(DESC 52.229-9F35)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.
(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

181 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period.

(FAR 52.216-22)

186.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than 75 percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(b) Except as authorized by paragraphs (c) through (g) below, the maximum quantity the Government is allowed to purchase and the Contractor is authorized to furnish will not exceed the total quantity of each grade of fuel specified in Schedule B of the contract.

(c) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

(d) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

(e) Notwithstanding the provisions of the INDEFINITE QUANTITY clause--

(1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker, barge, or pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish up to 50,000 barrels over what the Government would otherwise be entitled to lift. However, in no event shall this additional quantity exceed the monthly quantity as defined in the DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) or the DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) clause.

(2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.

**I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)
(CONT'D)**

(f) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (f) shall prohibit the overage permitted pursuant to (e) above.

(g) The scope of this contract does not include--

(1) Alteration to the specification that would require significant reconfiguration of refinery design, or significant modification of current and planned refinery operations;

(2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations; and

(3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

(DESC 52.216-9FH5)

I90 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(FAR 52.225-13)

**I171.01-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
(JUN 2000)**

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

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any **Native** as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., Chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a prime Contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall agree to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

I171.01-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the--

U.S. Department of the Interior
 Bureau of Indian Affairs (BIA)
 ATTN: Chief, Division of Contracting and Grants Administration
 1849 C Street, NW, MS-2626-MIB
 Washington, DC 20240-4000

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract;
- (ii) The target cost of a cost-plus-incentive-fee prime contract;
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is five percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and availability of funds, will authorize an incentive payment of five percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(FAR 52.226-1)

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) (CONT'D)

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(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)

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

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), 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 MSDS 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, that 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 Commercial and Government Entity (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.

(DESC 52.223-9F05)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF AWARD** through **SEPTEMBER 30, 2005**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I211.02 ORDERING (CONT'D) (DESC JAN 1991)

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)

(a) **DEFINITION. Small business concern**, as used in this clause, 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 size standards in this solicitation.

(b) **GENERAL.**

(1) A portion of certain items of this procurement, as listed in the Schedule, has been set aside for award to eligible small businesses. The quantities indicated for such items in the Schedule include the set-aside portion. All offerors are urged to offer the maximum quantities they desire and are capable of delivering. Small business concerns interested in receiving a set-aside contract should submit an offer in the same manner as though there were no set-aside. Volumes offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.

(2) The partial small business set-aside of the procurement is based on a determination by the Contracting Officer that it is in the interest of maintaining or mobilizing the nation's full production capacity or in the interest of national defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.

(3) All of the offers received under this solicitation will first be negotiated as to price and an evaluation will be made as though there were no set-aside.

(4) For the purposes of set-aside evaluation, when an offer contains increments at different prices, each increment will be considered a separate offer. Except as provided in (d) below, negotiations will be limited to the offered quantities not awarded under the provision of (c)(2) below.

(c) **SET-ASIDE AWARD PROCEDURE.**

(1) The price for the small business set-aside portion will be negotiated by the Contracting Officer based upon prices the Government would otherwise pay under this solicitation had there been no set-aside for supply of the location at which the set-aside is placed, adjusted for transportation charges and other factors. Awards will be made to the small business concern whose offer is determined by this evaluation to be low without further negotiation. Contracts for the remaining set-aside portions will be negotiated with those eligible small business concerns that have submitted a responsive offer on the various items for which a set-aside has been established.

(2) Negotiations for small business set-aside awards will begin with the small business concern with the lowest evaluated price and a quantity of offered product remaining. If the low small business concern on the item does not offer to supply product at the set-aside price, the next low small business concern on the item will be given the same opportunity, and continuing with the next low small business concern until all small business concerns have been contacted.

(3) After set-aside negotiations have been concluded, a final evaluation will be accomplished. All eligible offerors, without regard to the size of the company, will be afforded an opportunity to compete for non-set-aside quantities. The Government reserves the right to make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the company, if eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices. The total quantity that will be awarded a small business offeror on both the unreserved and reserved portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.

(4) Where the Trade Agreements Act applies to the non-set-aside portion, offers of eligible products will be treated as if they were qualifying country end products.

(d) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term **United States** includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(DESC 52.219-9F30)

SECTION J

OFFERORS SUBMISSION PACKAGE

ATTACHMENT 1

DESC FORM 19.3 – SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT OSP1

**STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT
TEST REPORTS**

ATTACHMENT OSP2

SIGNATURE SHEET FOR BULK PORTS

ATTACHMENT OSP3

SECTION K

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D)
(DESC FEB 1999)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(ALTERNATES I/II) (JAN 2004/APR 2002/OCT 2000)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)
NOTICE.

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) 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 exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office 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 email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

- K5** **USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K15.01** **RELEASE OF UNIT PRICES (BULK) (DESC NOV 2002)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K28** **REFINERY INFORMATION (BULK) (DESC JUN 1986)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K28.01** **NOTIFICATON OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) (DESC MAR 1992)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K33.01** **AUTHORIZED NEGOTIATIONS (DESC JAN 1998)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K45.01** **FACSIMILE OR ELECTRONIC INVOIVING (DESC JAN 1998)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K85** **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST**
COUNTRY (MAR 1998)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)
- K93** **REPRESENTATION OF EXTENT OF TRANSPORT ATION BY SEA (AUG 1992)**
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

SECTION L

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code for this acquisition is 324110. The small business size standard is 1,500 employees: 125,000 BPCD THROUGHPUT, AND 90% REFINED BY SMALL BUSINESS. However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

(b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) 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;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the certification package;
- (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;

(11) Name, title, and signature of person authorized to sign the proposal. Proposals 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;

(12) 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

(13) 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.

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **180 calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **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.

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

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)CONT'D)

(f) 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) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(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.

(g) CONTRACT AWARD (not applicable to Invitations for Bids).

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) 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. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000) (CONT)

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

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

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may 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 cost or prices offered, unless the offeror specifies otherwise in the offer.

(i) **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 addressee in (i)(1)(i) of this provision. 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) 697-2667/2179
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) 697-2667/2179; 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.

(j) **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 email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, **tailored**/DESC 52.212-9F05)

L2.07 EVIDENCE OF RESPONSIBILITY (DESC JAN 1998)

(a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.

(b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.

(c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify--

- (1) The volumes to be supplied;
- (2) The specification(s) of product(s) to be supplied;
- (3) The points of delivery and period of contract performance;
- (4) The escalation provision(s) applicable to products to be supplied; and
- (5) The supplier's delivery and inspection terms and conditions.

(d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.

(e) Failure to comply with the above provisions may result in a determination of nonresponsibility by the Contracting Officer.

(DESC 52.209-9F15)

L2.09 EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DESC MAR 2000)

(a) To be determined responsible, an offeror must designate, as a source of supply for performance under any resulting contract, a refinery that is operating at the time the offeror submits its Final Proposal Revision. An operating refinery is a refinery that is producing petroleum products. For purposes of this clause, a petroleum product is a fuel used to operate motor vehicles, ships or aircraft.

(b) The evidence of responsibility required by this provision is in addition to the responsibility criteria set forth in FAR 9.104.

(DESC 52.209-9F20)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is **703-767-0488 (BID CUSTODIAN)**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L43 REDUCTION IN PRICE (DESC MAR 1996)

If this solicitation is for jet fuel, Grade JP4, JP5, or JP8, offerors are requested to indicate the amount of reduction in price per gallon for products ordered for delivery without fuel system icing inhibitor on all origin tanker, barge, and/or pipeline offers. The Government may desire this product, if ordered on an origin basis, on any tanker, barge, and/or common carrier pipeline used for delivery of product to military installations. (OFFERORS WILL SPECIFY THE PIPELINE(S) TO WHICH THEY ARE CONNECTED ON ALL ORIGIN PIPELINE OFFERS.) However, destination offerors will be required to furnish product containing the fuel system icing inhibitor. The reduction will be shown in the space provided on the offer or on the origin bid card, if origin bid cards are included in the offer.

(DESC 52.216-9F15)

L65.10 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA (DESC AUG 2003)**(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT contract resulting from this solicitation.

(FAR 52.216-1)

L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried 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 "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" 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)

SECTION M

M2.11 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The Government will award a contract or a group of contract which will result in the lowest overall cost to the Government for the procurement as a whole, in accordance with the other evaluation clauses contained in this solicitation.

(b) **OPTIONS.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(FAR 52.212-2)

M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

(DESC 52.247-9F55)

M10 EVALUATION - ALL OR NONE (DESC MAR 2000)

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

M19.05 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DESC JAN 1998)

(a) Offer prices received by DESC effective at the date and time set for Final Revised Proposals will be used for evaluation of offers. FOR EVALUATION PURPOSES ONLY, these offered prices will not be adjusted to reflect any increase or decrease that may occur under the provisions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause(s).

(b) Offered prices will be subject to all terms and conditions of the EPA clause(s).

(c) (1) For all products, the award document will contain one price for each item. This price will be identified as the **base unit price**. The **base unit price** is the Final Revised price which is subject to adjustment when the ADJUSTING MARKET PRICE becomes available.

(2) For all products, awards will be made at the Final Price Revision, which is subject to adjustment at the start of the delivery period.

(DESC 52.216-9F30)

**M24.01 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING
(JP4/JP5/JP8/F76/DFA/FS2/MOGAS) (DESC AUG 2003)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size U.S.-flag tanker of approximately 30,000 Dead Weight Tons (DWTs) and will be inclusive of time charter hire. The transportation rate will be an estimated market rate based on market information, published prices, actual rates paid by the Government, or any combination thereof. This evaluation will be established based on the information available to DESC at the time established for receipt of initial offers. This evaluation rate will be expressed as a daily rate for U.S.-flag time charter costs. DESC will use the evaluation rate along with round trip mileage over the tank routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the offered price per gallon to determine the evaluated price.

(b) In the event an offeror limits his offer to individual tanker loadings of less than 235,000 barrels of product for one or more combinations of product, the offer will be evaluated on the basis of total vessel cost prorated over maximum quantity of product offered.

(c) Notwithstanding the provisions of paragraph (c) of the TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS clause, offers containing provisions for tankers with a loaded draft of less than 36 feet will be considered for award. Offers containing such limitations will be considered, for evaluation purposes, under the procedures set forth in paragraph (b) above.

(d) The following destinations will be evaluated on fully loaded vessels over 30,000 DWT:

FOR JP8

**SAN PEDRO, CA
SELBY, CA
PUGET SOUND, WA
PEARL HARBOR, HI**

FOR JP5

**PT LOMA, CA
SELBY, CA
SAN PEDRO, CA
PEARL HARBOR, HI
PUGET SOUND, WA**

FOR F76

**PT LOMA, CA
PUGET SOUND, WA
PEARL HARBOR, HI**

The following destination due to draft limitations or delivery restrictions cannot receive fully loaded vessels over 30,000 DWT and will be evaluated on a two-port discharge assuming that the listed destinations are the furthest ports:

FOR JP8

**PORTLAND, OR
ANCHORAGE, AK**

FOR JP5

**JOHNSTON ATOLL, AP
KWAJALEIN ATOLL, AP
WAKE ISLAND, AP
CG SUPPORT CENTER KODIAK, AK**

FOR F76

KWAJALEIN ATOLL, AP

(DESC 52.247-9F10)

M27 EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)

(a) Offerors are requested to offer on all or any part of the products listed herein, and on the methods of delivery that the offeror's facilities will permit. The Armed Services prefer to use Government-owned railroad tank cars and/or to arrange for transport trucks for delivery to using activities (destinations) from origin, whether it be refinery, terminal, or bulk plant, unless the destination price offer is lower than the origin price plus commercial or negotiated Government rates. Even though offers are made on a destination basis, offers covering delivery on an origin basis at Contractor's refinery, terminal, and/or bulk plant are requested and should be included in the spaces provided. The Government reserves the right to award, as the interest of the Government may require, on the basis of origin delivery at refinery, terminal, and/or bulk plant or on the basis of destination delivery.

(b) When requirements are indicated as Alternate Delivery in the Schedule, evaluation will be made on the cost of delivery direct from offeror's refinery, terminal, or bulk plant and alternately on the cost of bulk water or pipeline liftings for refineries, transportation to the Government controlled terminals indicated, and transportation from the terminal to using activity. Awards will be made in whole or part on either basis, but not on both.

(c) The DELIVERY AND CONTRACT PERIODS clause contains provisions applicable to offers for deliveries over the full contract period. Notwithstanding said provisions, offers that restrict delivery of supplies hereunder to any particular time or times during said period will be considered for award if advantageous to the Government.

(d) Discounts for prompt payments will not be considered in the evaluation of offers.

(DESC 52.207-9FC5)

M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003)

(a) DESC will add five days to offered tanker lift intervals and three days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. If the application of this provision results in the evaluation of less than the maximum total quantity offered for that item, then the Government will not award more than the evaluated quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of maximum total offered quantity for all items by all modes of delivery.

(b) Unless defined otherwise by the offeror, lift interval is the time between the completion of loading (release of vessel by the Government inspector) until the scheduled delivery date of the next lifting for a specific product.

(c) For companies offering f.o.b. destination by barge, the additional three days that are added to the lift interval for evaluation purposes do not apply. In addition, f.o.b. destination barge offers are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(DESC 52.247-9F15)

M41.04 EVALUATION OF OFFERS – TRANSPORTATION RATES AND RELATED COSTS (BULK) (DESC AUG 2003)

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals for all methods of delivery other than ocean-going tanker. 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 used in the evaluation.

(b) In addition to the requirements of paragraph (a), truck rates will be selected for evaluation purposes according to the following hierarchy:

- (1) In accordance with existing Government transportation contracts;
- (2) The lowest published point-to-point, zone-to-zone, or state-to-state tender;
- (3) Published state-to-region or region-to-state rates;
- (4) Published region-to-region rates;
- (5) Published region-to-9C or 9C-to-region rates;

**M41.04 EVALUATION OF OFFERS – TRANSPORTATION RATES AND RELATED COSTS (BULK)
(DESC AUG 2003) (CONT'D)**

(6) Quotation rates (rates from carriers participating in Powertrack will take precedence over those of non-Powertrack carriers);

(7) Published CONUS-wide rates, also known as 9C-to-9C rates or mileage rates.

(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 52.247-9F76)

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)

**M74 USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC
SOLICITATIONS (DESC AUG 1983)**

DESC reserves the right to accept or reject offers that require movement of product through a Defense Energy Support Point to effect tanker loading. Rejection may be based on economics, detrimental logistical impact on the Government, or other good cause.

(DESC 52.211-9F35)