

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

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2001*

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 Department of Defense, Washington Headquarters Services, 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.**

<b>1. SOLICITATION NUMBER</b> SP0600-01-R-9000-0001	<b>2. (X one)</b> <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	<b>3. DATE/TIME RESPONSE DUE</b> February 26, 2002/ 3:00 p.m. local time, Fort Belvoir, Virginia
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**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 either "Late Submissions, Modifications, and Withdrawals of Bids," or "Instructions to Offerors – Competitive Acquisition."

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i> Defense Energy Support Center ATTN: DESC-PLC 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i> Distillates, Aviation Fuel, and Gasolines for the Air Force and Federal Civilian agencies in the State of Alaska  Ordering Period: Date of Award through September 30, 2004
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<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable.)</i>	
<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED.
<input type="checkbox"/>	b. THIS PROCUREMENT IS       % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:
<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. **TIMELY OFFERS:** Offers should be received by February 26, 2002, 3:00 P.M. local time, Fort Belvoir, Virginia. Please reference Clause L2.05-5, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S), paragraph (g)(2). PLEASE INCLUDE YOUR E-MAIL ADDRESS AND COMPANY WEB SITE ADDRESS WITH YOUR OFFER (IF YOU HAVE ONE).

<b>8. POINT OF CONTACT FOR INFORMATION</b>	
a. <b>NAME</b> <i>(Last, First, Middle Initial)</i>  <b>SMITH, MICHELLE, M.</b>	b. <b>ADDRESS</b> <i>(Include ZIP Code)</i> Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222
c. <b>TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i> 703-767-9533	d. <b>E-MAIL ADDRESS</b> mmsmith@desc.dla.mil

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

**10. MAILING LIST INFORMATION** *(X one)*  
 WE  DO  DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

<b>11a. COMPANY NAME</b>	<b>b. ADDRESS</b>
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<b>c. ACTION OFFICER</b>	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE

(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)
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B. FACSIMILE OFFERS: Facsimile submission of offers for this solicitation is acceptable. Reference Clause L2.11-2, FACSIMILE PROPOSALS. DESC-PLC's facsimile number is (703) 767-8506.

C. CERTIFICATIONS: Please complete and submit the forms contained in the Offer Submission Package. A fully executed Offer Submission Package must be submitted prior to revised proposal revisions.

D. This is a supplemental Solicitation to Master Solicitation SP0600-01-R-9000. The terms and conditions of solicitation SP0600-01-R-9000, as amended, are incorporated by reference except as indicated herein. ALL OFFERORS SHALL INCLUDE THE STATEMENT THAT THE "OFFEROR AGREES TO THE TERMS AND CONDITIONS OF SP0600-01-R-9000 AND ALL AMENDMENTS THERETO.

E. A copy of Solicitation SP0600-01-R-9000 can be downloaded from DESC's webpage at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=385> or you can contact the contract specialist, Michelle Smith at 703-767-9533, fax 703-767-8506, or e-mail [mmsmith@desc.dla.mil](mailto:mmsmith@desc.dla.mil).

F. See Clause B1.05 and B1.05-2 for a revised schedule.

G. BASE REFERENCE DATE: January 21, 2002

H. The following clauses are hereby deleted:

B1.05 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)  
B1.05.100 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (PORTS INTERNET APPLICATION) (DESC APRIL 2001)  
E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)  
F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)  
F16.100 BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC AUG 2001)  
G150.03-1.100 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (APPLICABLE TO DOD ACTIVITIES ONLY) (DESC FEB 2001)  
G150.06.100 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC FEB 2001)  
G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (OVERSEAS PC&S) (DESC AUG 2000)  
G150.11.100 SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 2001)  
I1.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAR 2001)  
I1.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC AUG 1999)  
I1.03-9 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION) - ADDENDUM (DESC AUG 1999)  
I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2001)  
I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)  
I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)  
I28.02-2.100 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC FEB 2001)  
I28.03-2 TAX EXEMPTION CERTIFICATES (DESC SEP 2000)  
I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)  
I211 ORDERING (OCT 1995)  
L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)  
L2.05-5 INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (PC&S) (DESC SEP 2000)

## I. The following clauses are hereby added and the full text is provided:

B1.05	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)
B1.05-2	SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION) (DESC MAY 2001)
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)
F4	DELIVERY AND ORDERING PERIODS (DESC AUG 1976)
F16.04	BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC JAN 2002)
G150.03-1	PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC DEC 2001)
G150.06	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 2002)
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (OVERSEAS PC&S) (DESC OCT 2001)
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2001)
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DESC DEC 2001)
I1.03-8	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)
I1.03-9	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION) - ADDENDUM (DESC JUN 2001)
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC NOV 2001)
I28.03-2	TAX EXEMPTION CERTIFICATES (DESC NOV 2001)
L2.01-1	PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)
L2.05-5	INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)

J. Any questions regarding Small and Small Disadvantaged Business should be directed to Ms. Kathy S. Williams, Small Business Specialist, at 703-767-9465.

K. **BEST OVERALL VALUE:** Please be advised that the Government will be awarding contracts to the responsible offeror(s) that represent the "Best Overall Value". The Government will evaluate each offeror's record of past performance, the offeror's commitment to using small, small disadvantaged, and women-owned small businesses in the performance of any resultant contract, as well as price and other price related factors. All offerors are required to complete the Contractor Performance Data Sheet (Attachment 1) and to submit a written socioeconomic plan. For more information, your attention is invited to the following clauses:

L2.01-1, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION and M72.02, EVALUATION FACTORS FOR BEST OVERALL VALUE

L. **SMALL DISADVANTAGED BUSINESS (SDB) AND HUBZONE PRICE EVALUATION PREFERENCE:**

1. Pursuant to Subsection 232(e)(3) of Title 10, United States Code, the SDB Price Evaluation Preference is currently suspended for DoD acquisitions effective February 24, 2001 through February 23, 2002.

2. To receive the HUBZone evaluation preference, an offeror must appear on the Small business Administration (SBA) List of Qualified HUBZone Small Business Concerns at the time of offer submission, AND the product offered must be obtained from a manufacturer located in a HUBZone.

3. **RESPONSIBILITY FOR GETTING ON THE SBA HUBZONE APPROVED LIST REST SOLELY WITH THE OFFEROR.** Further information regarding the SBA list and requirements may be obtained at the SBA web site at <http://www.sba.gov.hubzone/>.

M. Any contract awarded to an offeror who, at the time of award, was suspended, ineligible, or debarred from receipt of a contract with U.S. Government agencies, or in receipt of a notice of proposed debarment from any U.S. Government agency, is voidable at the option of the Government.

N. It is the offeror's responsibility to review all of the terms and conditions of the solicitation in their entirety. For clarification, explanations, or additional information, please contact the Contract Specialist, Michelle Smith, at (703) 767-9533, e-mail [mmsmith@desc.dla.mil](mailto:mmsmith@desc.dla.mil).

#### SUBMISSION OF OFFERS

#### OFFERS MAY BE FAXED OR MAILED TO THE FOLLOWING:

FAX: (703) 767-8506  
ATTN: Bid Custodian  
DESC-CPC  
SP0600-01-R-9000-0001

MAIL: Bid Custodian  
Defense Energy Support Center  
ATTN: DESC-CPC, Room 3729  
8725 John J. Kingman Rd., Suite 4950  
Ft. Belvoir, VA 22060-6222



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I211	ORDERING (OCT 1995)	IBR

**B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION) (DESC MAY 2001)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

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

ITEM NUMBER	ESTIMATED QUANTITY	UI
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 UNITED STATES AIR FORCE  
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**BARTER ISLAND**

AK, USAF

NORTH SLOPE BOROUGH

DELIVERY DODAAC: FP5000

ORDERING OFFICE: 907-552-2941/9993/2359

757-33	DIESEL FUEL, ARCTIC (DFA) BARGE (BRG), INTO 1/23,000 GALLON ABOVE GROUND TANK(S) 1/4,000 GALLON ABOVE GROUND TANK(S) 1/1,100 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY DELIVERY PERIOD: JUL-AUG MULTIPLE DROP	45,000 GL
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757-331	DIESEL FUEL, ARCTIC (DFA) TANK TRUCK (TT), INTO 1/23,000 GALLON ABOVE GROUND TANK(S) 1/4,000 GALLON ABOVE GROUND TANK(S) 1/1,100 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY DELIVERY PERIOD: SEP-JUN MULTIPLE DROP	80,000 GL
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**COLD BAY**

AK, USAF

ALEUTIANS EAST BOROUGH

DELIVERY DODAAC: FP5000

ORDERING OFFICE: 907-552-2941/9993/2359

758-33	DIESEL FUEL, ARCTIC (DFA) TANK WAGON (TW), INTO 1/4,500 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY DELIVERY REQUIRED TWICE A YEAR.	6,000 GL
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B1.05-2 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
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UNITED STATES AIR FORCE		
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<b>KOTZEBUE</b>		
AK, USAF		
NORTHWEST ARCTIC BOROUGH		
DELIVERY DODAAC: FP5000		
ORDERING OFFICE: 907-552-2941/9993/2359		
776-33	DIESEL FUEL, ARCTIC (DFA) TANK WAGON (TW), INTO 1/4,300 GALLON ABOVE GROUND TANK(S) (LOCATED INSIDE GATED AREA) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY THIS IS A ONE YEAR QUANTITY DELIVERY REQUIRED DURING SUMMER MONTHS DELIVERY REQUIRED IN 2003 ONLY.	400 GL
 <b>MURPHYS DOME</b>		
AK, USAF		
FAIRBANKS NORTH STAR BOROUGH		
DELIVERY DODAAC: FP5000		
ORDERING OFFICE: 907-552-2941/9993/2359		
786-33	DIESEL FUEL, ARCTIC (DFA) TANK WAGON (TW), INTO 1/4,300 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE THIS IS A ONE YEAR QUANTITY DELIVERY REQUIRED DURING SUMMER MONTHS DELIVERY REQUIRED IN 2003 ONLY.	400 GL
 <b>OLIKTOK</b>		
AK, USAF		
NORTH SLOPE BOROUGH		
DELIVERY DODAAC: FP5000		
ORDERING OFFICE: 907-552-2941/9993/2359		
777-33	DIESEL FUEL, ARCTIC (DFA) TANK TRUCK (TT), INTO 1/65,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY DELIVERY REQUIRED BY AUG 30 OF EACH YEAR ONE DELIVERY PER YEAR	142,500 GL

B1.05-2 (CONT'D)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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UNITED STATES AIR FORCE  
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**POINT BARROW**

AK, USAF

NORTH SLOPE BOROUGH

DELIVERY DODAAC: FP5000

ORDERING OFFICE: 907-552-2941/9993/2359

756-33	DIESEL FUEL, ARCTIC (DFA) BARGE (BRG), AND TANK WAGON (TW) INTO 2/4,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY ANTICIPATE ONE DELIVERY PER YEAR ESTIMATED DELIVERY PERIOD: JUL-AUG	15,000 GL
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756-331	DIESEL FUEL, ARCTIC (DFA) TANK WAGON (TW), W/HOSE INTO 2/4,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0900-1500 MONDAY THRU FRIDAY ESTIMATED DELIVERY PERIOD: SEP-JUN	45,000 GL
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(DESC 52.207-9F55)

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

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

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

ITEM NUMBER	ESTIMATED QUANTITY	UI
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 FEDERAL AVIATION ADMINISTRATION  
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**COGHLAN ISLAND**

AK, FAA, IN AUKE BAY (CLOSE TO JUNEAU)  
 NOT LOCATED IN A BOROUGH  
 DELIVERY FEDAAC: 690115  
 ORDERING OFFICE: 907-271-4965

B54-70	DIESEL FUEL #2, HIGH SUL (HS2) BARGE (BRG), AND CONTRACTOR FURNISHED TRUCK INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED APR 2002 & 2003 NOTE: ALL CONTRACTOR PERSONNEL HAVING ACCESS TO FAA FACILITIES MUST COMPLETE REQUIRED SECURITY FORMS AND BE FINGERPRINTED.	7,500 GL
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**COLD BAY**

AK, FAA  
 ALEUTIANS EAST BOROUGH  
 DELIVERY FEDAAC: 690116  
 ORDERING OFFICE: (907) 271-4965

B56-69	DIESEL FUEL #1, HIGH SUL (HS1) TANK WAGON (TW), INTO 2/1,000 GALLON TANKS 7/500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE NOTE: ALL CONTRACTOR PERSONNEL HAVING ACCESS TO FAA FACILITIES MUST COMPLETE REQUIRED SECURITY FORMS AND BE FINGERPRINTED.	66,000 GL
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 DEPARTMENT OF AGRICULTURE  
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**CORNER BAY**

AK, DA, FOREST SERVICE, TONGASS NATIONAL FOREST  
 SITKA BOROUGH  
 DELIVERY FEDAAC:  
 ORDERING OFFICE: 907-747-6671

B25-69	DIESEL FUEL #1, HIGH SUL (HS1) BARGE (BRG), WITH OFF LOAD RAMP AND EQUIPMENT TO OFFLOAD FUEL AND TRANSPORT TO HOLDING TANK (HOSE DELIVERY IS NOT PERMITTED). ANTICIPATE 0% ON HIGHWAY USE STORAGE TANK IS APROXIMATELY 300 YARDS FROM PIER.	45,000 GL
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B1.05 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
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DEPARTMENT OF INTERIOR		
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<b>DENALI NAT'L PARK</b>		
AK, DI, (FOR NATL PARK SERVICE)		
DENALI BOROUGH		
DELIVERY FEDAAC: 140102		
ORDERING OFFICE : (907) 257-2607 [PROCUREMENT]		
ALT ORDERING OFFICE: (907) 683-2294 [PARK]		
D38-10	GASOLINE, AVIATION (100/130) TANK WAGON (TW), INTO 1/2,000 GALLON TANK AT KANTISHNA AIR STRIP. DELIVERY HOURS 2200 - 0600 2/1,000 GALLON TANK AT MCKINLEY AIR STRIP. DELIVERY HOURS 0800 - 1630	28,500 GL
D38-65	JET FUEL, TYPE B (JAB) TANK WAGON (TW), INTO 1/2,000 GALLON TANK AT KANTISHNA AIR STRIP. DELIVERY HOURS 2200 - 0600 1/2,000 GALLON TANK AT MCKINLEY AIR STRIP. DELIVERY HOURS 0800 - 1630	28,500 GL
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DEPARTMENT OF COMMERCE		
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<b>FAIRBANKS</b>		
AK, DOC, NOAA/NESDIA CDA STATION, 1300 EISELE ROAD FAIRBANKS NORTH STAR BOROUGH		
DELIVERY FEDAAC: 130196		
ORDERING OFFICE: (907) 451-1271		
B91-43	FUEL OIL, BURNER, #1 (FS1) MIN. SULFUR CONTENT 0.50 % TANK WAGON (TW), INTO 1/5,000 GALLON BELOW GROUND TANK 1/1,500 GALLON ABOVE GROUND TANK(S)	30,000 GL
<b>FALSE ISLAND</b>		
AK, DA, FOREST SERVICE, TONGAS NATIONAL FOREST SITKA BOROUGH		
DELIVERY FEDAAC:		
ORDERING OFFICE: 907-747-6671		
B45-69	DIESEL FUEL #1, HIGH SUL (HS1) BARGE (BRG), WITH OFF LOAD RAMP AND EQUIPMENT TO OFFLOAD FUEL AND TRANSPORT TO HOLDING TANK (HOSE DELIVERY IS NOT PERMITTED). ANTICIPATE 0% ON HIGHWAY USE STORAGE TANK IS APROXIMATELY 300 YARDS FROM PIER.	30,000 GL

B1.05 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
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DEPARTMENT OF INTERIOR		
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<b>GULKANA</b>		
AK, DI, NATIONAL PARK SERVICE, WRANGELL-ST.ELIAS NATIONAL PARK AND PRESERVE 99588-0029		
NOT LOCATED IN A BOROUGH		
DELIVERY FEDAAC:		
ORDERING OFFICE : (907) 257-2607 [PROCUREMENT]		
ALT ORDERING OFFICE: (907) 822-5234 [PARK]		
C42-101	GASOLINE, AVIATION (100/130) AIRPLANE (AIR), W/METER AND 100 FT OF HOSE INTO 1/1,000 GALLON ABOVE GROUND TANK(S) AT CHISANA AIR STRIP 3/500 GALLON ABOVE GROUND TANK(S) AT MAY CREEK AIR STRIP 1/300 GALLON ABOVE GROUND TANK(S) AT CHISANA AIR STRIP	12,000 GL
C42-651	JET FUEL, TYPE B (JAB) AIRPLANE (AIR), W/METER AND 100 FT OF HOSE INTO 2/1,000 GALLON ABOVE GROUND TANK(S) AT MAY CREEK AIR STRIP 1/1,000 GALLON ABOVE GROUND TANK(S) AT CHISANA IR STRIP 1/500 GALLON ABOVE GROUND TANK(S) AT CHISANA AIR STRIP 1/500 GALLON ABOVE GROUND TANK(S) AT MAY CREEK AIR STRIP	12,000 GL
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HEALTH & HUMAN SERVICES		
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<b>HAINES</b>		
AK, HHS, SEARHC HAINES MEDICAL CLINIC, 131 1ST AVE SOUTH HAINES BOROUGH		
DELIVERY FEDAAC: 7501FM		
BILLING FEDAAC : 7501AH		
ORDERING OFFICE: 907-966-8548		
C48-46	FUEL OIL, BURNER #2 (FS2) TANK WAGON (TW), INTO 1/340 GALLON TANK METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1630 MONDAY THRU FRIDAY	10,200 GL
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DEPARTMENT OF INTERIOR		
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<b>JUNEAU</b>		
AK, DI, (FOR U.S. BUREAU OF LAND MANAGEMENT) JUNEAU BOROUGH		
DELIVERY FEDAAC: 140109		
ORDERING OFFICE: (907) 364-2111		
C67-43	FUEL OIL, BURNER, #1 (FS1) MAX. SULFUR CONTENT 0.50 % TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) 1/600 GALLON ABOVE GROUND TANK(S) AT OFFICE	45,000 GL

B1.05 (CONT'D)

ITEM		ESTIMATED	
NUMBER		QUANTITY	UI

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 HEALTH & HUMAN SERVICES  
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**KLAWOCK**

AK, HHS, ALICIA ROBERTS MEDICAL CLINIC, 7300 A KLAWOCK-HOLLIS HWY  
 NOT LOCATED IN A BOROUGH  
 DELIVERY FEDAAC: 7501FN  
 BILLING FEDAAC : 7501AH  
 ORDERING OFFICE: 9079668548

D27-46	FUEL OIL, BURNER #2 (FS2) TANK WAGON (TW), INTO 1/500 GALLON TANK METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1630 MONDAY THRU FRIDAY	12,900	GL
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 DEPARTMENT OF INTERIOR  
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**PORT ALSWORTH**

AK, DI, NATIONAL PARK SERVICE, LAKE CLARK NATIONAL PARK & PRESERVE  
 NOT LOCATED IN A BOROUGH  
 DELIVERY FEDAAC:  
 ORDERING OFFICE: 907-257-2607/2609

D75-24	GASOHOL, REG UNL (GUR) AIRPLANE (AIR), W/150 FT HOSE INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE NOTE: IN AN EXTREME EMERGENCY SITUATION, THE CONTRACTOR MAY BE REQUIRED TO OFF LOAD PRODUCT INTO A 2,000 GAL TRUCK.	13,000	GL
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D75-28	GASOLINE, REG UNL (MUR) AIRPLANE (AIR), W/150 FT HOSE INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE NOTE: IN AN EXTREME EMERGENCY SITUATION, THE CONTRACTOR MAY BE REQUIRED TO OFF LOAD PRODUCT INTO A 2,000 GAL TRUCK. NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM D75-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL
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B1.05 (CONT'D)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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DEPARTMENT OF INTERIOR  
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**SAVOONGA**

AK, DI, BIA, ANCHORAGE - WEST OF VILLAGE, 36 FT DEPTH; BEACH - ROCKY  
EXPOSED, SOME SAND; TYPICAL EQUIPMENT - MEDIUM LIGHTER

NOT LOCATED IN A BOROUGH

DELIVERY FEDAAC:

ORDERING OFFICE: 206-764-3328

C20-33	DIESEL FUEL, ARCTIC (DFA) BARGE (BRG), AND 150' HOSE INTO 1 OR MORE STORAGE TANKS ANTICIPATE 0% ON HIGHWAY USE ANTICIPATED DELIVERY: JUN 25 - JUL 10	12,000 GL
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DEPARTMENT OF INTERIOR  
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**WAINWRIGHT**

AK, DI, BIA

NORTH SLOPE BOROUGH

DELIVERY FEDAAC:

ORDERING OFFICE: 206-764-3328

C55-33	DIESEL FUEL, ARCTIC (DFA) BARGE (BRG), AND HOSE INTO 1 OR MORE STORAGE TANKS ANTICIPATE 0% ON HIGHWAY USE ANTICIPATED DELIVERY: AUG 15 - AUG 30	9,000 GL
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(DESC 52.207-9F56)

## PREAWARD

### L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)

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

(b) **MASTER SOLICITATION.**

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

(2) The initial opening/closing date for the solicitation is February 26, 2002. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.

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

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

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

(4) **RFPs ONLY.**

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

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

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

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

## L2.05-5 (CONT'D)

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

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

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

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

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

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

(ii) 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.

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

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

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

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

(m) **CONTRACT AWARD.**(1) **RFPs ONLY (not applicable to IFBs).**

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

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

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

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

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

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

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

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

## L2.05-5 (CONT'D)

- (7) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

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

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

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

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

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

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2179; or
  - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

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

## POSTAWARD

### II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC DEC 2001)

#### (a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a 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.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

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

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

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number, and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

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

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

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

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

**II.03-3 (CONT'D)**

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

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

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

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

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

**II.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)****(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a 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.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

## 11.03-8 (CONT'D)

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

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

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

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

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

(k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**11.03-8 (CONT'D)**

(o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

(r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

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

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

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

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

## ADDENDUM 1 - PREAWARD SOLICITATION PROVISIONS

### L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)

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

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

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

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

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

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

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

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

(DESC 52.215-9F80)

## ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES

### B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)

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

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

and

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

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

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on **January 21, 2002**. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

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

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

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

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

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

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

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

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price 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.

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

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

**B19.19 (CONT'D)**

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

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

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

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

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

**PETROLEUM MARKET AREAS**

<b>MARKET AREA</b>	<b>BOROUGH/CENSUS AREA</b>
A	Haines, Juneau, Ketchikan-Gateway, Prince of Wales/Outer Ketchikan, Sitka, Skagway-Yakutat-Angoon, Wrangell-Petersburg
B	Yukon-Koyukuk, Fairbanks-North Star, Southeast Fairbanks
C	Aleutians East/West, Anchorage, Bethel, Bristol Bay, Dillingham, Kenai Peninsula, Kodiak Island, Lake and Peninsula, Matanuska-Susitna, Nome, North Slope, Northwest Arctic, Valdez-Cordova, Wade Hampton

**Gasolines\***

<b>MARKET AREA</b>	<b>ESCALATION REFERENCE</b>
A	OIL PRICE INFORMATION SERVICE (OPIS) SEATTLE, WA
B and C	OIL PRICE INFORMATION SERVICE (OPIS) ANCHORAGE, AK

**\* NOTES:**

**All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references.  
All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.**

**Aviation Gasoline will escalate/deescalate with premium unleaded gasoline reference.**

## Distillates

### *NO. 2 DISTILLATE HIGH SULFUR*

MARKET AREA	ESCALATION REFERENCE
A	OIL PRICE INFORMATION SERVICE (OPIS) SEATTLE, WA, HIGH SULFUR
B and C	OIL PRICE INFORMATION SERVICE (OPIS) ANCHORAGE, AK

### *NO. 2 DISTILLATE LOW SULFUR*

MARKET AREA	ESCALATION REFERENCE
ALL	OIL PRICE INFORMATION SERVICE (OPIS) SEATTLE, WA, LOW SULFUR

### *NO. 1 DISTILLATE HIGH SULFUR\**

MARKET AREA	ESCALATION REFERENCE
A	OIL PRICE INFORMATION SERVICE (OPIS) SEATTLE, WA, HIGH SULFUR
B and C	OIL PRICE INFORMATION SERVICE (OPIS) ANCHORAGE, AK

\*Includes DFA

## Jet Fuels

### *JET FUEL (ALL GRADES, EXCEPT JP8)*

MARKET AREA	ESCALATION REFERENCE
A	OIL PRICE INFORMATION SERVICE (OPIS) SEATTLE, WA, DELIVERED SPOT
B and C	OIL PRICE INFORMATION SERVICE (OPIS) ANCHORAGE, AK, DELIVERED SPOT

(DESC 52.216-9FW1)

**B19.27 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII)  
(DESC JUL 1999)**

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

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

and

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

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

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

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

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

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

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

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

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

(c) **ADJUSTMENTS.**

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

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

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

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

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

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

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

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

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

**B19.27 (CONT'D)**

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

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

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

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

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

(DESC 52.216-9FW5)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is DCMA Anchorage Office, 10480 22<sup>nd</sup> Street Suite 323, Elmendorf AFB, AK 99506-2570; Telephone: 907-552-8092 or (907) 229-6065.

(DESC 52.246-9F35)

**F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

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

(1) Ordering period begins: Date of Award and ends: September 30, 2004.

(2) Delivery period begins: 48 hours after date of award and ends: October 30, 2004.

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

(DESC 52.242-9F75)

**F16.04 BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC JAN 2002)**

On items calling for delivery f.o.b. destination by barge (the term **barge** shall include tankers)--

(a) **ORDERING PROCESS.** Ordered supplies shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under this contract calling for delivery f.o.b. destination by barge will be furnished to 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 will be referred to in this clause as the **scheduled delivery date**. Each order will specify the quantity to be delivered and the scheduled delivery date.

(b) **SCHEDULE DELIVERY DATE.** Unless otherwise stated in the Contractor's offer and award document, the Contractor shall deliver ordered supplies during the delivery window specified in the Schedule. The Contractor shall provide a projected barge schedule/arrival date to the Ordering Officer in order to coordinate deliveries between the Contractor and the receiving activity. The scheduled delivery date can only be changed upon approval of the Ordering Officer. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will be maintained.

(c) **EXPECTED TIME OF ARRIVAL.** Barge personnel shall issue a first notice to the point of contact listed on the delivery order a minimum of one week prior to the expected date and time of arrival. A second notice shall be issued 48 hours prior to the expected date and time of arrival and a third notice shall be issued 24 hours prior to the expected date and time of arrival. If the point of contact cannot be reached 48 hours prior to arrival, barge personnel shall notify the Ordering Officer. The Contractor shall retain a record of each failed notification.

(d) **NOTICE OF READINESS.** Within 3 hours after issuance of the Notice of Readiness (NOR) from the Master or Mate of a tug or of a self-propelled barge to the receiving activity, 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, UNLESS the berth is a public dock, in which case, the Contractor is responsible for making all arrangements for use of the dock, including payment of any costs. If the receiving activity does not receive a NOR by the latest approved scheduled delivery date, the Government will be allowed 3 hours after receipt of a NOR to provide a berth, if the berth, if the berth is a Government dock, or to prepare for offloading the barge if the berth is a public dock.

(e) **LAYTIME.** Unless otherwise provided in the contract, the Government shall be allowed and will complete unloading within laytime determined as follows:

(1) One hour for each 1,500 barrels of supplies to be delivered. (Example: If the quantity to be delivered is 4,000 barrels, laytime would be 2 hours and 40 minutes.) This assumes the barge delivering is capable of pumping into the receiving tank(s) at a rate of 1,500 barrels per hours (BPH). When the pumping rate is less than 1,500 BPH, laytime shall be increased by an amount of time sufficient to complete unloading of the barge.

(2) Plus 1 hour and 30 minutes.

(3) Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (d) above, berth or no berth; or

(ii) Immediately upon the barge's arrival at 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, unless Port Authority regulations require differently, until unloading of the barge is completed and the hoses have been disconnected.

(f) **DELAYS.**

(1) When the barge is delayed in reaching its berth within 3 hours from the time the NOR to unload is given and the delay is caused by the fault of the barge, the allowed laytime shall be increased by the duration of such delay. Also, if regulations of the owner or operator of the barge prohibit unloading at any time, time so lost shall be added to the allowed laytime.

(2) If regulations of the Port Authority prohibit unloading at any time, time so lost shall result in increasing the allowed laytime for one half of the delay.

(3) Delays after commencement of laytime attributed to any condition of the barge shall increase the allowed laytime by a number of hours equal to such delay(s).

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

(5) If any delays are attributed to the Government and they cause the total allowed laytime and free time to be exceeded, the Contractor may bill for demurrage charges in accordance with paragraph (k) below. Evidence of such delay must be provided to the Ordering Officer.

(6) 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 for reimbursing the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair. If the Contractor removes the equipment from the Government-provided berth, a NOR to unload will again be required, as provided in (d) above, prior to reberthing.

(g) **EQUIPMENT.** Hoses for unloading the barge shall be provided by the Contractor. However, the Government shall be responsible for connecting and disconnecting the hoses at the flange of the Government receiving line.

(h) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the flange of the Government receiving line.

(i) **PERMITS.** The Contractor is responsible for obtaining at its own cost all such permits and licenses from proper operating authorities as may be required to make predelivery site visits, operate its equipment, and/or provide delivery of fuels, including landing, land use, and highway permits, as needed.

(j) **DOCUMENTATION.**

(1) Receipt of product shall be recorded on a Government receiving document DD Form 250-1 for DoD activities. For other than DoD activities, receipt of product shall be recorded on the Contractor's invoice.

(2) Government personnel shall not sign the receiving documentation until all fuel has been delivered into the final tankage. If multiple deliveries are anticipated, the Contractor shall state such multiple deliveries in its proposed delivery schedule submitted to the Ordering Officer. Separate orders may be issued for each multiple delivery as determined by the Ordering Officer.

**F16.04 (CONT'D)**

**(k) BARGE FREE TIME AND DEMURRAGE CHARGES IN EXCESS OF ALLOWED LAYTIME AND ANY ADDITIONAL FREE TIME REQUIRED FOR GOVERNMENT LOADING.**

(1) The combined laytime and free time determined in accordance with paragraph (e) above will be specified for each item below. The demurrage rate payable per hour by the Government for the detainment of the Contractor's barge will be specified below. The demurrage payable to the Contractor shall in no event exceed the actual demurrage expense incurred by the Contractor's barge. Unless the offeror indicates otherwise, free time will be unlimited.

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

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

(DESC 52.247-9FF6)

**G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC DEC 2001)**

**APPLICABLE TO DoD ACTIVITIES ONLY.**

(a) **CONTRACTOR PASSWORD.** The Contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(es), phone and facsimile number(s) for all those individuals that may need to receive email notification of orders. The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

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

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

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

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

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

(c) **COMMERCIAL RECEIPTS.**

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

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY

(PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;

- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

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

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

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

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

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

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

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

- (i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature or it will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.
- (ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.

## G150.03-1 (CONT'D)

(4) **AIR FORCE ONLY:** The Government's Authorized Representative will either—

(i) Verify the invoiced amount and return an email message confirming the quantity invoiced. The Contractor will receive an email message from the activity that the invoiced amount has been confirmed; OR

(ii) Dispute the quantity being invoiced. Advise the Contractor by email of the reason (such as shipment date or quantity error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity's notification. If the Contractor disagrees with the Activity's notification of disagreement, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.

(iii) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the **"Correct Submitted DD Form 250/invoice"** key and entering corrections of any prior errors. When submitted to the Activity for verification/confirmation, the DD Form 250/invoice document is automatically labeled with the words **"CORRECTED COPY."** As in (d)(4)(i) and (ii) above, the Contractor is notified with automatic posting of the electronic transmission to the payment office.

(5) **OTHER DoD ONLY:** The Government's Authorized Representative will either—

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

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

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

(iv) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words **"CORRECTED COPY."** As in (d)(5)(i) and (ii) above, the Contractor is notified, with automatic posting of the electronic transmission to the payment office.

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

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

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

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.**

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

(2) In the event there is an interruption of PORTS service, fax/paper invoices may be submitted to DFAS Columbus only after the Contractor has contacted the DESC Contracting Officer and is given authorization to do so. A four-digit confirmation code will be provided by the DESC Contracting Officer and must be inserted (handwritten or typed) on each fax/paper invoice. DFAS Columbus will return any fax/paper invoice that does not contain the four-digit confirmation code. Fax/paper invoices must contain information required for a proper invoice per instructions contained in the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Once the difficulties with PORTS has been resolved, the Contractor must revert to using PORTS to invoice.

**G150.03-1 (CONT'D)****(f) PAYMENT.**

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

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

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FH6)

**G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 2002)**

**NOTE 1:** **FOR FACSIMILE INVOICING,** see the SUBMISSION OF INVOICES BY FACSIMILE clause.

**NOTE 2:** See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3:** INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

**(a) INVOICING OF NON-PORTS (PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS) ORDERS PLACED BY ARMY, NAVY (including Marines), AIR FORCE, AND OTHER DoD ACTIVITIES (including Alaska, and Hawaii).**

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-BVD/FP/CC  
P.O. BOX 182317  
COLUMBUS, OH 43218-6252

**(2) CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or

(B) DD Form 1155, Order for Supplies or Services; or

(C) DD Form 250, Material Inspection and Receiving Report; or

(D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (the Contractor will prepare and the activity responsible for signing will acknowledge receipt of fuel for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

**(iii) PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

G150.06 (CONT'D)

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(iii) **COURIER DELIVERY OF INVOICES.**

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

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
ATTN: DFAS-BVD/FP/CC  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS, OH 43213-1152

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

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES.**

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES (except for the United States Postal Service).** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Tax exemption certificates shall be processed in accordance with procedures stated in the TAX EXEMPTION CERTIFICATES clause.

(c) **SUBMISSION AND CERTIFICATION OF INVOICES FOR THE UNITED STATES POSTAL SERVICE. Certification of Invoice.** The Contractor agrees that submission of an invoice to the Government for payment is a certification that the invoiced quantities have been delivered in accordance with instructions issued by the United States Postal Service Material Management Services Center (U. S. Postal Service MMSC). The Contractor shall submit the invoices for U. S. Postal Service activities to the designated U. S. Postal Service MMSC stated in the contract. The U. S. Postal Service MMSC will verify and certify that the invoice quantities are accurate for payment. Upon certification, the U. S. Postal Service MMSC will submit the invoice via facsimile to the applicable Paying Office. The payment due date will be 30 days after the U.S. Postal Service MMSC has received the invoice. If the designated U.S. Postal Service MMSC fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice.

(d) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention or demurrage cost invoice must also be furnished to the following address:

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

(DESC 52.232-9F90)

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)**

(a) For purposes of this clause and the contract, “**shipment number**” for PC&S deliveries is defined as a seven position alpha-numeric number.

(1) All invoices processed electronically using the PAPERLESS ORDERING RECEIPTS TRANSACTION SCREENS (PORTS) for PC&S deliveries will contain a Julian date shipment number. A Julian date is defined as **Position one (1) is the year and the last three (3) digits are the day of the year (i.e., 1159 represents June 8, 2001)**. The electronic system will automatically generate the Julian date shipment number based on the **date shipped** inserted by the Contractor.

(i) The **date shipped** for all f.o.b. destination contract line items must be the date fuel was actually **received** by the activity. The date should never be the date the Contractor loaded its delivery conveyance unless the **activity receives the product** on the same day.

(ii) *For f.o.b. origin items, the Julian date shipment number will be the date the activity picked up product from the Contractor’s f.o.b. origin point/terminal.*

(2) *All invoices processed manually must contain a Julian date shipment number based on the provisions stated in subparagraphs (i) and (ii) above.*

(b) The first three positions of the Julian date shipment number shall always consist of the alpha characters "PCS". The remaining four positions shall consist of the Julian date based on the provisions stated in subparagraphs (i) and (ii) above.

(c) The Contractor must identify the shipment number on each invoice submitted for payment. The **SAME** shipment number shall be used for multiple deliveries under the same contract line item on the same calendar day. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2001)**

**NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items for Army, Navy (including Marines), Air Force, and other DoD activities (except Alaska, and Hawaii).

**NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision 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.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-BVDP/CC cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-BVDP/CC FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) 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-BVDP/CC specifically requests it.

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

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

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

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries

only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity’s receiving document.

**G150.11 (CONT'D)**

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

**(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is **(703) 767-9380**. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

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

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FG5)

**II.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) – ADDENDUM (DESC JUN 2001)**

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

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

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

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

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

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

(2) Include the Contractor's fax number on each document transmitted.

(3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-FVSFC/CO specifically requests it.

(DESC 52.212-9F52)

**II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)**

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

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**FAR/DFARS:** <http://www-far.npr.gov>  
**DLAD:** <http://www.procregs.hq.dla.mil/icps.htm>

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

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

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

(1)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
K1.01-10*	FAR 52.212-3/ALTS I/III	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)
K1.05*	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
K25.01*	FAR 52.208-9F10	PRODUCT SOURCE AND DISTRIBUTION INFORMATION (ALASKA)
K33.01*	FAR 52.215-9F28	AUTHORIZED NEGOTIATORS
K45.01*	FAR 52.232-9F20	FACSIMILE OR ELECTRONIC INVOICING

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

II.20-1 (CONT'D)

(2)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
F29*	FAR 52.216-9FA5	CONTRACTOR ORDERING AGENTS (ALASKA)
II.04	FAR 52.212-5	<p>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS</p> <p>[X] 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).</p> <p>[X] 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).</p> <p>[X] 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)</p> <p>[X] 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3))</p> <p>[X] 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).</p> <p>[X] 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).</p> <p>[X] 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns</p> <p>[X] 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting</p> <p>[X] 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).</p> <p>[X] 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p>[X] 52.222-26, Equal Opportunity (E.O. 11246).</p> <p>[X] 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).</p> <p>[X] 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).</p> <p>[X] 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).</p> <p>[X] 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).</p>
II.05	DFARS 252-212-7001	<p>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS</p> <p>[X] 252.219-7003, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)</p> <p>[X] 252.225-7007, Buy American Act -Trade Agreements Act - Balance of Payments Program</p> <p>[X] 252.225-7036, Buy American Act - North American Free Trade Agreement Implementation Act – Balance of Payments Program</p> <p>[X] 252.243-7002, Requests for Equitable Adjustment (10 U.S.C. 2410)</p> <p>[X] 252.247-7023, Transportation of Supplies by Sea ( [ _ ] Alt I), ( [ _ ] Alt II)</p>
II171.01-2	FAR 52.219-9/Alt II	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)
I211	FAR 52.216-18	ORDERING

(DESC 52.252-9F08)

**I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC NOV 2001)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Include the FET as a separate item on the Contractor’s invoice.

<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	Gasoline	
\$0.15379	5.7% Gasohol	At least 5.59% but less than 7.55%
\$0.14319	7.7% Gasohol	At least 7.55% but less than 9.8%
\$0.131	10% Gasohol	At least 9.8% but less than 10%

(2) **AVIATION GASOLINE.** Include the FET of \$0.194 per gallon as a separate item on the Contractor’s invoice.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

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

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

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(5) **JET FUEL.** Include the FET of \$0.219 per gallon as a separate item on the Contractor’s invoice.

(6) **BIODIESEL (B-20).** Include the FET of \$0.244 per gallon as a separate item on the Contractor’s invoice.

(7) **E85 (QUALIFIED ETHANOL).** Tax is imposed on delivery into the fuel supply tank of the vehicles, unless DESC furnishes a written statement to the Contractor stating entire quantity for fuel is for a nontaxable use (bulk sales rule). The FET on E85 is \$0.1305 per gallon.

(8) **EXEMPT SALES.** Sales of jet fuel and aviation gasoline for military aircraft are tax exempt. Sales to the Army National Guard (for their exclusive use) and the District of Columbia government are also exempt. Contractors authorized by the IRS to sell tax-free gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax-free should obtain tax exemptions certificates for these sales and not invoice the FET.

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

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax. Sales to the United States are exempt from these taxes.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Tax exemption certificates will be issued by the ordering activity.

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

(f) **NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE.** All contract prices exclude the NORA assessment fee on certain fuel used for heating purposes. The Contractor’s invoice shall include the NORA assessment fee as a separate line item on fuel oil (burner grades) numbers 1 and 2, dyed high sulfur diesel fuels, and dyed nonaviation kerosene (2-K) if applicable to the end user (Federal Civilian activities only) and if applicable in the state where delivery is made.

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

(h) **TEXAS PETROLEUM PRODUCTS FEE.** All contract prices exclude the Texas Petroleum Products Fee. The Contractor should include this fee as a separate item on the Contractor’s invoice.

(i) **LICENSES** Federal, State, and local licenses or other requirements 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 52.229-9F25)

**I28.03-2 TAX EXEMPTION CERTIFICATES (DESC NOV 2001)**

(a) Unless an exemption applies, all sales of motor gasoline, undyed diesel fuel, or nonaviation kerosene must include the applicable Federal, State, and local excise taxes as a separate item on the invoice.

(b) **FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES.**

(1) *Tax exemption certificates for the Federal Excise Tax (FET) will not be issued for Air Force and Air National Guard activities. DFAS Columbus will pay the FET and apply to the Internal Revenue Service (IRS) for any applicable refund.*

(2) All Air Force and Air National Guard activities will issue tax exemption certificates for State and local excise taxes. Contractors shall forward requests for tax exemption certificates covering any Federal, State and local excise taxes or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel, or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(c) **FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR ARMY, ARMY NATIONAL GUARD, AND NAVY ACTIVITIES.**

(1) Tax exemption certificates for FET will not be issued for the Army National Guard activities sharing facilities with the regular Army, or for Army and Navy activities. DFAS Columbus will pay the FET and apply to the IRS for any applicable refund.

(2) Army and Navy activities will issue tax exemption certificates for State and local excise taxes. The Army National Guard will issue tax exemption certificates for Federal, State and local excise taxes (where fuel is for their exclusive use, i.e., not sharing facilities with the regular Army). Contractors shall forward requests for tax exemption certificates covering any Federal, State, and local excise taxes or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel, or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract to the Ordering Officer for these activities. If the ordering activity fails to provide tax exemption certificates requested by the Contractor, the Contractor shall notify the DESC Contracting Officer and an exemption certificate will be issued, if applicable. The DESC Contracting Officer may authorize payment of the tax if the Ordering Officer refuses to issue the tax exemption certificate.

(d) **FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR FEDERAL CIVILIAN AGENCIES.** Contractors shall forward requests for tax exemption certificates covering all Federal, State, and local excise taxes or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel, or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract *with* Contractor's invoices or as otherwise indicated by the Ordering Officer.

(e) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES (NOT APPLICABLE TO AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES AND ARMY NATIONAL GUARD ACTIVITIES AT SHARED FACILITIES).** If this contract provides that the Contractor should invoice for the FET, the supplies under contract are intended for a taxable purpose. However, where the invoice for any item includes the FET and tax exemption can be claimed, the Government may deduct the applicable tax from the order or the invoice and furnish a tax exemption certificate in lieu of paying the tax. The Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F45)