

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER SP0600-03-1395	PAGE 1 OF 52	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0600-03-R-0123	6. SOLICITATION ISSUE DATE 07/01/2003		
7. FOR SOLICITATION INFORMATION CALL:  a. NAME Faye Sas/Mi Suk Cox			b. TELEPHONE NUMBER (No collect calls) (703) 767-8483/8495		8. OFFER DUE DATE/ LOCAL TIME 07/30/03 3:00 pm	
9. ISSUED BY SPECIALTY FUELS DIVISION (DESC-PH) DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VIRGINIA 22060-6222 PHONE: (703) 767-8483/8495 FAX: (703) 767-8506  OFFICE SYMBOL: DESC-PHA and/or PHC PP: 2.3 South		CODE SP0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 424720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE IN CLAUSE B15.01.100		CODE	16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR Name & Address DUNS NO.  TELEPHONE NO. FAX NO.		CODE	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BVDFI/CC P.O. BOX 182317 COLUMBUS, OH 43218-6251			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CLAUSE B15.01.100 Attach additional sheets as necessary  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA 97XXXX4930.5CFO 01 26.1 S33150				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
			J. ANN WILSON			

THE FOLLOWING CLAUSES ARE INCLUDED IN FULL TEXT AND CAN BE FOUND IN THIS SOLICITATION:

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**B15.01.100 SUPPLIES AND ESTIMATED QUANTITIES TO BE FURNISHED (DOMESTIC INTO-PLANE)  
(DESC JUN 2003)**

(a) (1) The contract quantities shown below are best estimates only of the Government's requirements for the contract period. With respect to the products and/or services awarded at each individual airport location, the Contractor is obligated to deliver into-plane the supplies and perform the services required at such location, and the Government is obligated to order, accept, and pay for such supplies and/or services required at such location even though the quantities actually required during the contract period may be greater or less than the estimated quantities, except as provided for in the ORDER LIMITATIONS clause.

(2) The estimated quantities shown in the Schedule do not include quantities that may be required by the Government for military exercises that are conducted at the specific airport location. The Government reserves the right to support military/federal exercises by using Government-furnished fuel, equipment, and personnel.

(3) In addition, if a Government facility is located at the airport, the Government shall only order from the Contractor the Government's fuel requirements that are in excess of its in-house capabilities. In such instances, the estimated quantities specified in the Schedule are estimates of requirements in excess of the quantities that the Government may itself furnish within its own capabilities.

(b) **REQUIREMENTS.** This is a requirements contract for the supplies or services specified and effective for the period stated in the ORDERING (INTO-PLANE) clause.

(1) The quantities of supplies or services specified in the Schedule are best estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "**estimated**" or "**maximum**" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering provisions herein. Subject to any limitations in the order limitations provisions herein or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ordering provisions. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract. However, the total quantity ordered and required to be delivered by the specified method of delivery during the ordering period may be greater than or less than these total estimated quantities.

(3) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(4) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after the end of the stated delivery period.

(c) Unless otherwise specified in the Schedule or the Notes/Exceptions, the Contractor shall perform all fuel deliveries called for under the contract at its established facility. Delivery shall encompass all delivery methods available at the airport (hydrant, truck, etc.). Exceptions to this must be stated prior to award.

(d) Prices indicated hereunder are subject to the ECONOMIC PRICE ADJUSTMENT clause for the contract period.

(e) For Electronic Point of Sale (POS) information, refer to the DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) clause.

(f) For Manual delivery processing, the U.S. Government will provide the following:

(1) **MECHANICAL IMPRINTERS.** Only one imprinter will be issued for each location upon award. If additional imprinters are needed, it will be at the sole discretion of the Contracting Officer. Requests for initial Bartizan Mechanical Imprinter, Model Number 4760-100-20 or equal, must be submitted to—

ATTN: DESC-RRF  
BUILDING 1621-K  
2261 HUGHES AVENUE, SUITE 128  
LACKLAND AFB, TX 78236-9828  
Facsimile: (210) 925-9520  
Email: [descsa.imprinters@desc.dla.mil](mailto:descsa.imprinters@desc.dla.mil)

(2) **DD FORM 1898.** Request for initial and re-supply of DD Forms 1898 must be submitted in writing (on company letterhead) referencing the contract number and the quantity of DD Forms 1898 needed via either email or facsimile 30 days prior to the date additional forms are required. Submit email requests to [svlvia\\_nance@hq.dla.mil](mailto:svlvia_nance@hq.dla.mil) and facsimile requests to (703) 767-5078. The Contractor will return all unused DD Forms 1898 at the expiration of the contract unless a follow-on contract is awarded.

(g) Any prime contractor using another source as a refueler MUST submit a Commitment Letter from that Fixed Base Operator (FBO) indicating their support as the prime contractor's refueling operator.



C. **CONTRACTOR REPRESENTATIVE OR AGENT.** (Full name, address, and phone number if different from II.A.)

**III. HOURS DURING WHICH SUPPLIES/SERVICES WILL BE AVAILABLE:** (See the **GENERAL DELIVERY CONDITIONS** paragraph of the **DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE)** clause.)

24 hours per day, 7 days per week. (preferred)

**OR**

Other (Specify hours/call-out capability, and phone number for call-outs):

Hours of operation: \_\_\_\_\_

Phone/Beeper/Pager Number (please identify): \_\_\_\_\_

Answering service and contact number: \_\_\_\_\_

Is advance notice required for after-hours delivery?  Yes  No

If yes, how far in advance (days, hours, minutes, etc.)? \_\_\_\_\_

Will there be a Call-Out Fee for after-hours delivery?  Yes\*  No

\*If yes, specify the amount and how charged (by occurrence or by hour). Occurrence is defined as a dispatch to refuel, regardless of number of aircraft serviced.

\$ \_\_\_\_\_  per occurrence **OR**  per hour

**NOTE:** Call-Out Fees and hours are not evaluated items; however, in the event that 24-hour service is not available and the Government was unable to provide advance notification of after-hour delivery requirement, into-plane fuel may be procured from another source.

**IV. AIRPORT FEES AND/OR CHARGES APPLICABLE TO U.S. GOVERNMENT AND INCLUDED IN THE SECTION I UNIT PRICE ABOVE. (See the AIRPORT FEES AND/OR CHARGES clause.)**

NAME AND ADDRESS IN FULL OF AUTHORITY  
TO WHOM FEE AND/OR CHARGE IS PAID

AMOUNT OF FEES AND/OR CHARGES PER GALLON  
AND GRADE OF PRODUCT APPLICABLE

**V. NONPRODUCT ITEM CHARGES NOT INCLUDED IN THE SECTION I UNIT PRICE ABOVE.**

<u>SUBITEM NO.</u>	<u>PRODUCT</u>	<u>TYPE OF CHARGE</u>	<u>UNIT PRICE</u>
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**VI. NONREFUNDABLE DUTIES AND TAXES NOT INCLUDED IN THE SECTION I UNIT PRICE ABOVE.**

<u>SUBITEM NO.</u>	<u>PRODUCT</u>	<u>TYPE OF CHARGE</u>	<u>DUTY TAX</u>
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**VII. POSTED AIRPORT PRICE.**

**THE POSTED AIRPORT PRICE AS OF THE BASE REFERENCE DATE (specify any taxes included).**

\_\_\_\_\_ per USG      Taxes: \_\_\_\_\_

**VIII. ADDITIONAL INFORMATION.**

A. Does your company have world wide web/internet access?     Yes     No

NOTE: For those companies with internet access, DESC will not issue paper copies of price change modifications for any resultant contract as these same price changes are available on the DESC Home Page at <http://www.desc.dla.mil/PublicPages/Business.cfm>.

B. Does your company have a web site?     Yes     No  
If yes, what is the web address? \_\_\_\_\_

C. Does your company have email capability?     Yes     No  
If yes, what is your email address? \_\_\_\_\_

D. Is your company registered under the Central Contractor Registration?     Yes     No

E. What is your company's Dun and Bradstreet number? \_\_\_\_\_

F. What is your company's CAGE code number? \_\_\_\_\_

**IX NOTES/EXCEPTIONS.**

**1. FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE clause.** Federal Excise Taxes are applicable to deliveries to all U.S. Government aircraft (military and civilian) and are to be invoiced and paid separately.

**2. EMERGENCIES.** In the event of an emergency during nonduty hours (nights, weekends, and holidays), please contact the Command Control Center at **(703) 767-8420**.

(DESC 52.207-9F35)

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/II)**

(JUL 2002/APR 2002/OCT 2000)

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

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

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the base of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

is  
 is not

a small business concern.

**(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it—

is  
 is not

a veteran-owned small business concern.

**(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it—

is  
 is not

a service-disabled veteran-owned small business concern.

**(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

is  
 is not

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

**(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

is  
 is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

is

a women owned business concern.

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

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

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

- is  
 is not

an emerging small business.

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

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

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

(Check one of the following:)

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

**(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

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

(A) It--

- is  
 is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- has  
 has not

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

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

(iii) **ADDRESS.** The offeror represents that its address—

- is  
 is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- is  
 is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- is  
 is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

\_\_\_\_\_.)  
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

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

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

(i) It--

has

has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

has

has not

filed all required compliance reports.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

(ii) It--

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

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

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

(f) **TRADE AGREEMENTS CERTIFICATE (DFARS 252.225-7020).** **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS, is incorporated by reference in this solicitation.)**

(1) For all line items subject to the TRADE AGREEMENTS ACT clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(g) **BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035).** **(Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM is incorporated by reference in this solicitation.)**

(1) For all line items subject to the BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

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

(2) The offeror shall identify all end products that are not domestic end products.

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

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

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

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end product:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin (if known))

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

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

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

- are
- are not

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

(2)  have or  
 have not,

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

- are or
- are not

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

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

**(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i) [ ] The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) [ ] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alts I/II)

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

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

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

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

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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

(DFARS 252.212-7000, **tailored**)

#### **K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

**K15 RELEASE OF UNIT PRICES (DESC OCT 2002)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**L2.05-1.100 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (INTO-PLANE) (DESC JUN 2003)**

(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) **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) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation; the offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

---

(iv) 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.

(v) 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;

(vi) Terms of any express warranty;

(vii) Price and any discount terms;

(viii) Remit to" address, if different from mailing address; and

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

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

(c) **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.

(d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **180** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) **OFFER EXPIRATION DATE.** Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

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

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

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

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

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

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

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

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

(ii) 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) CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the lowest estimated total price for the requirements as solicited.

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

**(j) MULTIPLE AWARDS.**

(1) 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 proposal.

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

(3) 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.

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

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

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

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) 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.

(l) **FACSIMILE PROPOSALS.** (FAR 52.215-5). Incorporated by reference.

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

(FAR 52.212-1, **tailored**/DESC 52.212-9F15)

## POST AWARD

### **11.03-7 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (INTO-PLANE) (DESC SEP 2002)**

(a) **INSPECTION/ACCEPTANCE.** 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 (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes 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 reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.**

(1) 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--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number, and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

- (vi) Terms of any prompt payment discount offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice.

(ix) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and

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

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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 OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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.** All applicable Federal, State, and local taxes, duties, and fees shall be excluded from the contract price in accordance with the FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE clause.

(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 purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(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 52.212-9F65)

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)**

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

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

- 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).
- 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  Alt I.  Alt II.
- 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  Alt I.
- 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).
- 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- 52.222-26, Equal Opportunity (E.O. 11246).
- 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  Alt I (42 U.S.C. 6962(i)(2)(C)).

52.225-1, Buy American Act -- Supplies (41 U.S.C. 10a - 10d).

52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).  Alt I.  Alt II.

52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

52.225-16, Sanctioned European Union Country Services (E.O. 12849).

52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

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

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

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).  Alt I.

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

52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).**

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

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

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

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

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).  
(FAR 52.212-5)

**11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)**

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

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

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003); ([  Alternate I (APR 2003)) (Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (MAR 1998); ([  Alternate I (SEP 1999)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ( Alternate I (MAR 2000)); ( Alternate II (MAR 2000)) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

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

(DFARS 252.212-7001)

### **ADDENDUM #1 – PREAWARD SOLICITATION PROVISIONS**

#### **K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

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(DESC 52.215-9F28)

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

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

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

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

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

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

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

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

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

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

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

(c) **DISCLOSURE.**

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

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

(2) A description of the significant interest held by each Government. (DFARS 252.209-7001)

### L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

(a) **DEFINITION. Facsimile proposal,** as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer,** the offeror agrees to promptly submit the **complete,** original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: (703) 767-8506.

(2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

**TO:** (Name and office code, i.e., Mary Smith, DESC-PH)

**FROM:** (Originator's name, complete company name and address)

**Verification number:** (Originator phone number and FAX number)

**Description:** (Solicitation number)

**Number of pages:**

(f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

(1) Receipt of a garbled or incomplete bid.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of bid.

(5) Failure of the bidder to properly identify the bid.

(6) Illegibility of bid.

(7) Security of bid data.

(DESC 52.215-9FA6)

**L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.  
(DLAD 52.233-9000)

**L69.01 ABBREVIATIONS (INTO-PLANE) (DESC OCT 1995)**

Abbreviations used herein are as follows:

**PRODUCTS**

AVGAS 100/130	Aviation Gasoline, Grade 100/130
AVGAS 100/LL	Aviation Gasoline, Grade 100/130, Low Lead
CI	Corrosion Inhibitor
FSII	Fuel System Icing Inhibitor
IP4	Turbine Fuel, Aviation, JP4
IP8	Turbine Fuel, Aviation, JP8
Jet A1/IA1	Turbine Fuel, Aviation, JA1
Jet A/IAA	Turbine Fuel, Aviation, JA1
Jet B/IAB	Turbine Fuel, Aviation, JAA
SDA	Static Dissipator Additive

**UNIT OF MEASURE**

Bbl	U.S. Barrel (42 USG)
Gal	U.S. Gallon
HL	Hecto Liter
IG	Imperial Gallon
L	Liter
USG	U.S. Gallon

**UNIT OF CURRENCY**

A\$	Australian Dollar
CN\$	Canadian Dollar
DM	Deutsche Mark
\$/US\$	U.S. Dollar

**MILITARY SERVICE**

RCAF	Royal Canadian Air Force
USA	U.S. Army
USAF	U.S. Air Force
USCG	U.S. Coast Guard
USMC	U.S. Marine Corps
USN	U.S. Navy

**OTHER**

AB	Air Base
AFB	Air Force Base
APT	Airport
EST	Estimated
GTR	Greater
IAP	International Airport
IAW	In Accordance With
IFB	Invitation For Bids
INTL	International
MAPT	Municipal Airport
PAP	Posted Airport Price
PR	Purchase Request
QTY	Quantity
RAPT	Regional Airport
RFP	Request For Proposals
RFQ/REQT	Requirement
US	United States
w/	with
w/o	without

(DESC 52.202-9F00)

**L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

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

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

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

(DESC 52.216-9F60)

**M55 CONVERSION FACTORS (DESC APR 1998)**

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) **TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) **TABLE II.**

**DENSITY TYPICAL**

<b>PRODUCT</b>	<b>@15°C @60°F</b>		<b>BARRELS PER METRIC TON</b>	<b>GALLONS PER METRIC TON</b>	<b>LITERS PER METRIC TON</b>	<b>BARRELS PER LONG TON</b>	<b>GALLONS PER LONG TON</b>
	<b>Kg/m<sup>3</sup></b>	<b>API</b>					
<b>AUTOMOTIVE</b>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<b>AVIATION</b>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<b>BURNER FUEL OILS</b>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
<b>FUEL OIL</b>							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
<b>FUEL OIL NO.</b>							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
<b>DIESEL FUELS</b>							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
<b>INTERMEDIATE FUEL OILS</b>							
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
<b>JET FUELS</b>							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97

NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46
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(3) **TABLE III.**

<u>PRODUCT</u>	<i>ASSUMED DENSITY</i>			
	<u>20 deg C/20 deg C</u>			
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>	
FSII DIEGME	1.025	8.561	3.884	(DESC 52.215-9FA1)

**M57.100 UNIT PRICES/ALTERNATE PRODUCTS/EVALUATION/AWARD (INTO-PLANE) (DESC JUN 2003)**

(a) The offeror shall submit a price proposal to the Government for into-plane supplies and services by filling out an Offeror Submission Package for each individual airport location. For domestic locations, the offered prices will be exclusive of those taxes identified in the FEDERAL EXCISE, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause, but inclusive of any airport fees and/or charges. For overseas locations, the offeror will include in its unit price those nonrefundable duties, taxes, and fees applicable to each and every delivery, but will exclude those taxes that are **not** applicable to each delivery (local flights, exempted aircraft, etc.) and that are to be identified separately for each location in the applicable paragraph of the Schedule.

(b) Acceptable alternate products, if any, will be listed on the Schedule of the Solicitation. Unless otherwise stated on the Schedule of the Solicitation, alternate products will be considered in the following order of preference: JP8, Jet A1 w/ FSII, Jet A1 w/o FSII, Jet A w/ FSII, and Jet A w/o FSII, and only if the solicited product is not available. If the solicited product is not available, indicate the alternate product offered by brand name, Aviation Turbine Fuel Classification, ASTM designation, and if any applicable additives are included (FSII, CI, SDA, etc.). For example:

<u>Brand Name</u>	<u>Product</u>	<u>Test Method</u>	<u>Additives (if any)</u>
Tristar	Jet A1	ASTM D 1655	FSII and CI

(c) Evaluation will be made by determining the lowest estimated total price for the requirements as solicited for the particular airport (item). To determine lowest total price at each airport, the unit price offered for each solicited subitem (product or alternate product) will be multiplied by the solicited estimated quantity for that subitem. Then all subitem (product) extended totals will be added to compute the estimated total offered price for the airport location.

(d) Award will be made on an all-or-none basis for all the products required at each airport location on the basis of the lowest estimated total price for all products to be awarded at each airport location. Offerors who fail to offer on all products required at each airport location will not be considered for award.

(DESC 52.211-9F30)

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

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

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

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

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

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.  
(DESC 52.209-9F45)

**ADDENDUM 2 – POSTAWARD CONTRACT CLAUSES**

**B19.35 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (DOMESTIC INTO-PLANE) (DESC APR 2003)**

(a) **WARRANTS.** 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--

- (1) The term **base price** means the unit price set forth opposite the item in the contract Schedule.

(2) The term **market price** means the price or average of prices for the same or similar item, as set forth in the publication(s) listed in the table in paragraph (h) below, from which the base price is to fluctuate.

(3) The term **base market price** means the price or average of prices, as set forth in the publication(s) listed in the table in paragraph (h) below, in effect on the date listed in the RFP.

- (4) The term **date of delivery** means the date and time product under this contract is delivered into-plane.

- (5) The term **week** is a consecutive seven-day period beginning on a Monday.

(c) **NOTIFICATION.** The Contractor shall notify the Contracting Officer, Defense Energy Support Center, of any change in the market price by facsimile within 14 days from the date thereof.

(d) **ADJUSTMENTS.**

(1) The prices payable under this contract shall be adjusted upward or downward through issuance of contract modifications in accordance with the conditions set forth in this clause. One adjustment shall be made for each week during which the market prices have changed and shall become effective on the first day of the week. Any increase or decrease shall apply only to deliveries made on or after the first business day of the week and not the publication date of the trade price service or commercial journals listed in the table in paragraph (h) below. The amount of increase or decrease in the price payable under the contract shall be the same number of cents or fraction thereof that the market price increases or decreases per like unit of measure.

(i) In the event the Contractor fails to notify the Contracting Officer of any increase/decrease in market price, such increase/decrease shall apply only to deliveries made on and after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase/decrease.

(ii) **DAY OF PUBLICATION.** Except for items employing the publications listed in (A) and (B) below, the market price in effect on the date of delivery shall be that item's preselected market price published on the Monday of the 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 market price as last previously published.

**NOTE 1:** Oil Price Information Service's (OPIS) Petroscan data is dated on a Thursday but is incorporated into the following Monday's "hard copy" publication.

**NOTE 2:** DESC downloads the electronic versions of the price publications (i.e., Platts, OPIS). Occasionally, a slight discrepancy may be noted between the prices posted on the electronic version and the printed (hard copy) version. In such an event, the prices posted in the electronic version shall be used in determining adjustments under this clause.

(A) **PLATTS OILGRAM PRICE REPORT.** For items employing Platts Oilgram Price Report Spot Price Assessment, with an effective day of Monday or Tuesday of each week, the market price in effect on the date of delivery shall be that item's preselected market price officially on the electronic version on Monday's containing prices effective on the prior Friday of the week in which the delivery is made. For items employing Platts Oilgram Price Report 5 Day Rolling Average, the market price in effect on the date of delivery shall be that item's preselected market price published for 5 days ending on the Friday prior to the week in which the delivery is made. Normally, the average will be Monday

through Friday; however, in the event of a holiday or other occurrence(s) for which Platts does not make an effective price, the closest effective price date(s) prior to Monday will be used to complete the 5 Day Rolling Average.

(B) When a combination of two different publications is utilized, the earlier date of the week shall control if differing published dates are used.

(2) The Contracting Officer shall calculate the adjusted prices based on the difference between the base market price and the market price. This difference shall be added to or subtracted from the base price to arrive at the current prices payable under this contract.

(3) The prices payable under this contract for any given week will be based on the last market price effective during the preceding week.

(4) The Contracting Officer shall issue a modification as soon as practicable after such price becomes effective. However, no modification incorporating an increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published market price has been verified by the Contracting Officer or authorized representative.

(5) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page at <http://www.desc.dla.mil> under the heading **Doing Business with DESC**.

(6) The Contractor shall invoice and will be paid at the price set forth in the modification.

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

(8) **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 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 sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

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

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

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

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

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

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

(f) **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.

(g) **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.

(h) **TABLE.** The publication(s), market price(s), and other pertinent data are as follows:

<u>Item Number</u>	<u>Publication</u>	<u>Location where market price is applicable</u>	<u>Name of product</u>	<u>Base market price as of 01July 2003</u>
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**C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1<sup>st</sup>, November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup>.

(DESC 52.246-9FT1)

**C2 SPECIFICATIONS (INTO-PLANE) (DESC APR 2003)**

**(a) SPECIFICATIONS.**

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

(2) The specification for into-plane servicing of fuels at commercial airports is MIL-STD-1548D, dated March 30, 2000, which is incorporated into this contract. The following exceptions are incorporated into ATA Specification 103, revision 2000.1:

(i) Chapter 2-1.10: Change "...should have maintenance and operation (M&O) manuals..." to "...shall have maintenance and operation (M&O) manual...".

(ii) Delete Chapter 2-4.2(a).

(iii) Chapter 2-5.6.1(a): This is an optional requirement.

(iv) Chapter 2-6.1: Change "aircraft operators" to "DESC ACO".

(3) Once every 90 days during the contract period, or every 180 days for AVGAS contracts, the Contractor is required to obtain, package, and ship samples of each grade of aviation fuel (Jet A and Jet A with Fuel System Icing Inhibitor (FSII) are separate grades) and AVGAS to a laboratory listed in Table II or III of MIL-STD-1548D with the following exceptions:

(i) On May 1, 2003, the Mukilteo AFB Laboratory, listed in Table II, shall no longer be used. All samples previously sent to Mukilteo AFB shall be sent to the Vandenberg AFB Laboratory for testing. The address for the Vandenberg AFB Laboratory is—

AEROSPACE FUELS LABORATORY  
DET 3 WR-ALC/AFTLE  
1747 UTAH AVENUE, BUILDING 6670  
VANDENBERG AFB CA 93437-5220

(ii) On June 1, 2003, the MacDill AFB Laboratory listed in Table II shall no longer be used. All samples previously sent to MacDill AFB shall be sent to the Wright-Patterson AFB Laboratory for testing.

(iii) The USAF Laboratory, Aviano AB, Italy, listed in Table III, shall no longer be used. All samples previously sent to Aviano AB shall be sent to the DESC Europe Petroleum Laboratory in Kaiserslautern, Germany, or the USAF Laboratory, RAF Mildenhall, US, for testing.

The sample size shall be a minimum of 3.8 liters (one gallon) for each grade of product handled. A DD Form 1222, Request for and Results of Tests, shall be used and shall accompany the sample to the laboratory indicating the Contractor's name, contract number, airport location, product designation, location the sample was taken from, date the sample was taken, and under the heading **Reason for Test**, select either **Into-plane Sample** or **Into-plane Retest**, as appropriate. The DD Form 1222 shall also be documented to indicate required tests. For turbine fuel samples, tests requested on the DD Form 1222 shall consist of flash point, freeze point, and thermal stability; on contracts that require FSII additive, an analysis for FSII content shall also be requested. If the contract requires FSII, but it is not injected until time of issue to the aircraft, the DD Form 1222 shall document that the sample does not require analysis for FSII content. For AVGAS samples, the DD Form 1222 should be documented to request sample analyses consisting of distillation, vapor pressure, copper strip corrosion, and freeze point. All samples shall be taken in an epoxy coated can suitable for thermal stability testing as defined in ASTM D 4306. Each can used for these quarterly samples shall be presoaked using the same grade of product to be sampled, preferably the same fuel to be sampled. Sample containers submitted to DoD labs will not be returned to submitting Contractors. The samples to be submitted for testing shall be taken during flow from a refueler or aircraft servicing unit downstream of the unit's filtration vessel by way of a sample cock. Samples shall not be taken from a nozzle at the end of the aircraft refueling hoses. The sample can shall be immediately sealed after obtaining the sample. Aircraft fuel servicing equipment utilized under this contract shall be rotated quarterly until all servicing units are sampled.

(4) In addition to fuel quality requirements established in ATA 103 (for Type I locations) and Joint Inspection Group (JIG) I (for Type II locations), add the following test frequencies if FSII and/or static dissipator additive (SDA) is present or injected in aviation fuel: Every 30 days, analyze FSII content on storage tank or aircraft servicing unit samples; FSII content shall be .07 to .20. Every 7 days, perform a conductivity analysis from bulk stocks or aircraft servicing unit for SDA content; conductivity level serviced to aircraft shall be between 50 and 700 conductivity units (CUs).

(b) **NATIONAL STOCK NUMBERS (NSNs).** National Standard Stock Numbers pertaining to supplies listed in the Schedule are as follows:

<u>NOUN</u>	<u>PRODUCT CODE</u>	<u>NSN</u>
Turbine Fuel, Aviation, JAA	IAA	9130-01-305-4097
Turbine Fuel, Aviation, JA1	IA1	9130-01-305-4096
Turbine Fuel, Aviation, JAB	IAB	9130-01-305-5595
Turbine Fuel, Aviation, JP8	IP8	9130-01-305-5597
Gasoline, Aviation, 100LL	I13	9130-01-446-6176

**NOTE:** Nouns, Product Codes, and National Stock Numbers are common whether the product provided is with or without FSII.  
(DESC 52.246-9FU5)

**C16.08 TURBINE FUEL, AVIATION (JET A/A1/A50) (DESC AUG 2001)**

(a) Aviation turbine fuel shall conform to the requirements of ASTM D 1655, Standard Specification for Aviation Turbine Fuels, as modified below:

(b) **ADDITIVES.**

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

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

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

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

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

(i) The additive must conform to MIL-PRF-25017F, dated November 10, 1997, and be listed under the latest applicable Qualified Products List (QPL-25017-19).

(ii) The amount added shall be equal to or greater than the minimum effective concentration and shall not exceed the maximum allowable concentration listed in QPL-25017-19, dated March 15, 2001.

(3) **STATIC DISSIPATOR ADDITIVE (SDA).** When required--

(i) The conductivity range is 50 to 700 picosiemens/meter at ambient temperature or 85 degrees Fahrenheit, whichever is lower.

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

(c) **TESTING AND NOTIFICATION.**

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

(i) A maximum tube deposit rating of "less than code 3";

(ii) A maximum pressure drop of 25 millimeters of mercury; and

(iii) Rerun of test at 245 degrees Celsius to achieve the results identified above is not permitted.

(d) **JET A50.** Type Jet A50 jet fuel defines a grade of product equal in all respects to the type Jet A jet fuel, except for freeze point, which is limited to -50 degrees Fahrenheit maximum in lieu of -40 degrees Fahrenheit maximum.

(DESC 52.246-9FMA)

**C16.64-4 TURBINE FUEL, AVIATION (JP8) (INTO-PLANE) (DESC NOV 2002)**

(a) Aviation Turbine Fuel (JP8) shall conform to MIL-DTL-83133E dated April 1, 1999.

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

(DESC 52.246-9FPA)

**E1.09 RAPID REFUELING REQUIREMENTS (DESC JAN 2001)**

(a) **SCOPE.**

(1) **PURPOSE.** This clause sets forth minimum requirements for rapid refueling of rotary wing aircraft with kerosene-based fuels such as Jet A or Jet A1 (low flash fuels such as Jet B or JP4 are specifically excluded) on U.S. Government procurement contracts at commercial airports. These requirements are in addition to those established under the SPECIFICATIONS (INTO-PLANE) clause.

(2) **APPLICATION.** The guidelines provided in this clause apply to all commercial facilities where a U.S. Government into-plane servicing contract is in force for rapid refueling of military aircraft.

(b) **DEFINITION. Rapid refueling** means a procedure in which an aircraft is refueled while its engine or engines are running.

(c) **CONTRACTOR PERSONNEL.**

(1) **POSITIONING REQUIREMENTS.** The Contractor is responsible for ensuring that personnel are positioned at the following locations during rapid refueling:

- (i) At the aircraft refueling receptacle operating the refueling nozzle;
- (ii) At the refueling pump if deadman switch is not available to individuals operating refueling nozzles; and
- (iii) Fire guard shall be positioned just outside the perimeter of aircraft rotor blades in a manner that affords observation of the entire fueling operation and shall maintain visual contact with the pilot at the controls. The fire guard may be an air crew member from the aircraft, if available; however, it is the Contractor's responsibility to ensure that a fire guard is present.

(2) **TRAINING REQUIREMENTS.** Contractors must ensure refueling operators are trained, at a minimum, in the following areas prior to the individual conducting rapid refueling of military aircraft:

- (i) Familiarization of standard military aircraft marshaling signals.
- (ii) Required procedures in bonding and grounding of military aircraft and commercial refueling systems covered under MIL-STD-1548D, as supplemented by the Army Field Manual 10-67-1, Concept and Equipment of Petroleum Operations, Bonding and Grounding.
- (iii) Quality Assurance Requirements covered under ATA 103, Paragraph 1-5(C)(5), "Daily Checks on Filter Sumps."
- (iv) Safety Requirements covered under NFPA 407 and paragraph (e) of this clause.
- (v) Operation of fire extinguishers expected to be used.
- (vi) Paragraph (c) of this clause.

(3) **QUALIFICATIONS.**

(i) Minimum qualification of contract refueling personnel shall be their acknowledged understanding of subparagraph (c)(2) and will be verified by the Contractor.

(ii) Qualification of refueling personnel is the responsibility of the Contractor.

(4) **PROTECTIVE EQUIPMENT.** The following protective equipment shall be worn when performing rapid refueling:

- (i) Department of Transportation approved motorcyclist helmet with visor or goggles, or an aviator's flight helmet with visor or, as a minimum, equipment providing visual and aural protection;
- (ii) Leather gloves or fuel resistant gloves;
- (iii) Footwear - a leather boot or suitable nonporous, nonstatic producing boot, preferably rubber soled, free from metal on the sole or exposed metal on portions of the boot; and
- (iv) Clothing - As a minimum, 100 percent cotton material shall be worn with shirtsleeves rolled down and collar buttoned.

**NOTE:** Other suitable safety clothing is available and approved for wear, i.e., Nomex, etc. Shirtsleeves shall be tucked into the pants. No items may be contained in the shirt pocket. Nylon clothing may not be worn. Air crew members serving as fireguards who are wearing their fire retardant uniform are deemed to be conforming with this requirement.

(d) **EQUIPMENT/FACILITIES REQUIREMENTS.**

(1) **FUEL SERVICING NOZZLES.**

(i) Rapid refueling shall be performed using a D-1 nozzle or a Closed Circuit Refueling (CCR) nozzle compatible with military aircraft D-1 or CCR refueling receptacles. The refueling nozzle shall shut off the flow of fuel automatically when the aircraft tank float reaches the shutoff level or in conjunction with the refueling receptacle if the flow of fuel exceeds the aircraft's maximum safe flow rate. The refueling nozzle shall not be capable of dispensing fuel unless mated to an aircraft receptacle.

(ii) Open port nozzles shall not be used when conducting rapid refueling of military aircraft unless special circumstances warrant their use; i.e., aircraft will not accept CCR or D-1 nozzle. This procedure shall require a written agreement between the unit/activity commander to which the aircraft are assigned and the local airport authority and fire department, prior to implementation.

(2) **REQUIRED REFUELING RATES.**

(i) Refuelers or hydrant servicing units shall be capable of delivering a minimum rate of 300 gallons per minute during single point servicing.

(ii) Refueling units shall be capable of delivering a minimum rate of 50 gallons per minute per hose.

(3) **EMERGENCY SHUTOFF.**

The into-plane Contractor's refueling facility must have an emergency shutoff switch that will enable all pumps connected to the system to be turned off by a single switch.

(4) **REQUIRED SIGNS.**

(i) "NO SMOKING" signs shall be posted within 50 feet of the refueling area.

(ii) If no terminal building exists, a "MARSHALING AREA" sign shall be posted. The sign shall not be posted closer than 50 feet from any aircraft refueling point or fuel supply storage area.

(iii) "RESTRICTED AREA" signs shall be posted within 50 feet of the refueling area. The required sign is used to help prevent access of vehicles, repair tools, or activities that could pose a spark danger.

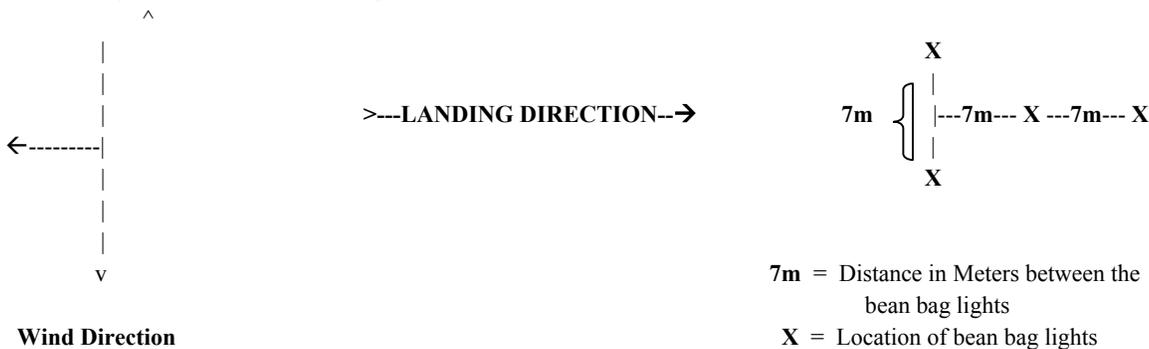
(iv) An "EMERGENCY SHUTOFF" sign shall be posted within 3 feet of the required emergency shutoff switch on fixed refueling systems. The sign should include simple instructions on how to engage the emergency shutoff.

(5) **REQUIRED CLEARANCES.**

- (i) Refueling units shall be positioned a minimum distance of 100 feet from aircraft when in operational use.
- (ii) Buildings shall be located a minimum distance of 150 feet from aircraft refueling points.
- (iii) Minimum spacing required between utility, observation, and attack aircraft during refueling shall be 100 feet as measured from rotor hub to rotor hub.
- (iv) Minimum spacing required between cargo aircraft and any other type of aircraft during refueling shall be 200 feet as measured from rotor hub to rotor hub.

(6) **REQUIRED LIGHTING.**

- (i) The Contractor shall ensure that adequate lighting is provided that gives directional guidance for aircraft landing during hours of darkness. Contractor facilities that do not utilize air traffic control and landing lights during periods of darkness shall use directional landing lights that meet requirements established under MIL-L-52543 (Bean Bag Lights). Bean bag lights shall be set up so that the direction of aircraft landing is into a head wind or a left or right quartering wind. Lights shall be set up as noted in Figure 1. Bean bag lights may be substituted with adequate marking systems under the concurrence of the supported activity, if prearranged and agreed to by the Contractor and supported activity. Optional marking systems may include but are not limited to illumination sticks (colored or infra-red) and reverse polarity paper, as agreed to by the supported activity and the Contractor.
- (ii) The Contractor shall ensure that lighting is provided that identifies each refueling point during hours of darkness. Lighting should be sufficient to provide assistance in orientation, but with minimum intensity to limit adverse effects on air crew night vision.
- (iii) The Contractor shall be responsible for providing and utilizing lighted wands or illumination sticks, as agreed to by the supported activity, to marshal aircraft during hours of darkness.



**FIGURE 1 - SETUP OF 4 BEAN BAG LIGHTS FOR AIRCRAFT LANDING**

(e) **SAFETY REQUIREMENTS.**

- (1) The Contractor shall not begin refueling until passengers and excess crew members have been deplaned and gone to a safe area/marshaling area.
- (2) The Contractor shall communicate with the air crew to obtain assurances that the aircraft radio is not being used to transmit before commencing the refueling operation. Aircraft radios may operate to receive messages during refueling, but radio transmission from the aircraft being refueled is not permitted because of the danger of arcing.
- (3) The Contractor shall communicate with the air crew to obtain assurance that armaments are on safe before commencing the refueling operation.
- (4) The Contractor shall communicate with the air crew to ensure that night vision devices will not be used during refueling operations.
- (5) The Contractor shall communicate with the air crew to ensure that all doors, windows, and access points allowing entry to the interior of the helicopter that are adjacent to, or in the immediate vicinity of, the fuel inlet ports are closed and remain closed during refueling operations.
- (6) Emergency fuel shutoff devices shall be operationally checked at least every 3 months.
- (7) **REQUIRED FIRE EXTINGUISHERS.**
  - (i) A fire extinguisher shall be positioned with the fire guard during refueling. Minimum capacity of the fire extinguisher shall be 20 pounds of agent.
  - (ii) Each aircraft fuel servicing tank vehicle shall have two listed fire extinguishers, each having a rating of 20-BC, one mounted on each side of the vehicle.
  - (iii) Each hydrant servicing unit shall have one listed extinguisher having a rating of at least 20-BC installed on it.
  - (iv) Where open hose discharge capacity of the aircraft fueling system or equipment is more than 200 gallons per minute, at least one listed wheeled extinguisher having a rating of not less than 80-BC and a minimum capacity of 125 pounds of agent shall be provided.

(f) **RECORDS AND REPORTS REQUIRED.**

- (1) Semimonthly check of refueling nozzles and filter screens indicating condition, any necessary corrective action, and date accomplished.
- (2) Monthly check of fire extinguishers to ensure contents are properly charged and components are not broken. Report indicates condition, any necessary corrective action, and date accomplished.
- (3) Monthly check of protective equipment indicating condition, any necessary corrective action, and date accomplished.
- (4) Quarterly check of emergency shutoff switch indicating condition, any necessary corrective action, and date accomplished.
- (5) Individual records of the qualifications of refueling personnel, signed by personnel and validated by the Contractor's designated representative.

(DESC 52.246-9FPE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.246-2)

## **E17 CONTRACTOR INSPECTION RESPONSIBILITIES (INTO-PLANE) (DESC NOV 1999)**

### **(a) INSPECTION OF SUPPLIES.**

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

(2) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(3) (i) When supplies or services are not ready for inspection and test at the time specified by the Contractor, the Contracting Officer may charge to the Contractor any additional costs incurred as a result of the delay of that inspection or test.

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

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

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

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

(7) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements.

### **(b) CONTRACTOR INSPECTION RESPONSIBILITIES.**

(1) The Contractor shall provide and maintain, and be responsible that subcontractors provide and maintain, an inspection system acceptable to the Government. One copy of the inspection system shall be in English. Upon establishment of an acceptable inspection system, unless otherwise indicated by the Government, the Contractor shall prepare, and be responsible that subcontractors prepare, a written description thereof, including the designation of key operational positions. Such description shall cover the following operations relating to the supplies to be furnished or the services to be performed under this contract: (1) receiving (to include source of fuel supply), (2) sampling (to include timely Door-To-Door shipment of quarterly samples to required laboratories), (3) testing, (4) calibration of testing and measuring equipment (in accordance with ISO 10012-1, Part 1, or the National Conference of Standards Laboratories (NCSL) Z540-1), (5) storage and handling, (6) servicing, (7) safety, (8) maintenance, (9) corrective action(s) responses, and (10) records and reports.

(2) The Government may verify evidence of quality furnished pursuant to the contract and ascertain that the system of transporting and handling product is adequate to ensure that specification product is supplied under this contract. The Contractor shall furnish hereunder, from time to time, at the request of, and in the manner and to the place designated by the Quality Assurance Representative (QAR), samples of each

product or grade of product to be furnished or serviced under this contract; PROVIDED, however, that in no event shall the Contractor be required to furnish annually more than 10 one-gallon samples. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped sampling (to include timely Door-To-Door shipment of quarterly samples to required laboratories) by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor.

(3) The Contractor shall keep all quality and quantity records complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(4) The Contractor shall furnish and periodically inspect strainers, filters, and all other associated facilities and equipment required pursuant to the terms of this contract, keeping a written record thereof.

(5) The inspection system, including operations directly related thereto, that must be provided or performed pursuant to this clause shall be subject to surveillance by the QAR.

(c) **NONCONFORMING SUPPLIES.**

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

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

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

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

(iv) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the

(v) waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(2) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under paragraph (a), then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(i) Consideration commensurate with the extent of nonconforming supplies; and

(ii) Cost of Government inspection or tests if reinspection or retest is necessary.

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

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

(d) **ASSIGNMENT OF INSPECTION RESPONSIBILITY.**

(1) The Contractor shall tender to the Government for acceptance only those supplies that have been inspected in accordance with the inspection system, and have been found by the Contractor to be in conformity with contract requirements.

(2) Each delivery of product shall be inspected at the point of delivery by the Ordering Officer accepting the delivery. The signature of the Ordering Officer on the delivery receipt shall indicate acceptance of product listed on the receipt.

(3) The office responsible for quality assurance and safety inspections, on behalf of the Government, shall be as follows:

**AIRPORT LOCATION**

**ITEM NUMBER(S)**

**INSPECTOR(S)**

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

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

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

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

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

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

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

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

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

(DESC 52.246-9FR1)

**F56.01.100 DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) (DESC JUN 2003)**

(a) **GENERAL DELIVERY CONDITIONS.** Except as otherwise provided in the Schedule--

(1) Delivery shall be made f.o.b. to the aircraft or specified Government equipment.

(2) The Contractor shall provide a responsible source of contact 24 hours a day, 7 days a week.

(3) Requests for delivery shall be made by the Ordering Officer, and the Contractor shall deliver the product to be furnished by all methods of delivery.

(4) Defuel and reservice of product from aircraft shall be processed as a ground service. In contracts where defuel and reservice have been authorized as a separate contract line item number (CLIN), the DEFUELING/RESERVICING clause applies.

(5) If an into-truck or into-bladder line item is awarded, the Contractor shall deliver the product into U.S. Government-owned or leased refueling units via a permanently installed bulk storage dispensing system located at the airport or the Contractor's facility.

(6) Regularly scheduled aircraft to be refueled have priority over unscheduled aircraft and shall be serviced promptly upon arrival. Unscheduled aircraft to be refueled shall be serviced promptly on a first come, first served basis. Where advance notice requirements apply for after hours refueling, such aircraft shall be serviced promptly at the conclusion of any required advance notice period.

(7) The Contractor is authorized to make deliveries of awarded products into U.S. Government aerospace ground support equipment if requested by the Ordering Officer. Such deliveries into other than aircraft or refueling units shall be treated as deliveries into aircraft.

(8) The unit of quantity, as used in this contract, shall be in U.S. gallons of 231 cubic inches. The quantity delivered hereunder shall be determined by calibrated meter and shall be determined as net for invoicing purposes.

(9) Where calibrated meters are rated in liters and imperial gallons, the following conversion factors will be used to obtain U.S. gallons:

(i) Multiply liters by 0.264172.

(ii) Multiply imperial gallons by 1.20095.

**(b) PREPARATION OF DELIVERY RECORDS FOR MANUAL AND ELECTRONIC POINT OF SALE PROCESSING OF AVIATION INTO-PLANE REIMBURSEMENT (AIR) CARDS.**

(1) For refueling purposes, the Ordering Officer (aircrew member) will provide a U.S. Government AIR Card (commercial purchasing card). The AIR Card is gold in color with an eagle in the background, black lettering, and AIR Card Contractor (ACC) logo.

(i) **Manual Transactions.** Using a mechanical imprinter, the Contractor shall ensure the data embossed on the AIR Card is transferred onto the commercial delivery receipt or U.S. Government form.

(ii) **Electronic Point of Sale (POS) Reader or Electronic Reader Transactions.**

(A) **ACC Provided Readers.** In accordance with the AVCARD contract, the ACC will provide at no cost to CONUS into-plane contract Fixed-Base Operators (FBOs) an electronic POS reader. AVCARD manages and maintains ownership of the POS readers. Included in the management is the programming of the reader, shipping, training of personnel at the FBOs, and maintenance of the POS readers. The only cost to the Contractor is the paper that is needed in the operation of the reader.

(B) **Non-ACC-Provided Readers.** If the Contractor has a POS reader that has not been provided by the ACC, the Contractor shall test the transaction with the ACC to ensure that the applicable reader software is compatible with the ACC equipment. The reader must be programmed to reflect the DESC contract award information. Standard commercial readers programmed only for commercial transactions may not be used unless tested and reprogrammed with the ACC.

(2) In the event the Ordering Officer fails to physically show the gold AIR Card to the refueler, the Ordering Officer and refueling crew will jointly and physically verify the tail number of the aircraft to be refueled or, in the case of the U.S. Navy, the Navy Unit Identification Number/Serial Number and the aircraft's home station and address. The Ordering Officer may also obtain the AIR Card number by calling the ACC at **1-800-AVCARD-1 (1-800-282-2731)** or international collect at **1-410-771-3083**. If the Ordering Officer is unable to provide either an AIR Card or to obtain the requisite AIR Card information via the aforementioned phone numbers, the purchase shall be processed as a local purchase. The Contractor shall forward the DD Form 44 or AF Form 315/15 used for local purchases to DESC-RR for validation and processing. If the aircrew does not comply with the above while at the contract location, the Contractor shall notify the DESC Contracting Officer of the incident, in writing, within 72 hours of occurrence in an effort to further educate the aircrew of the required into-plane procedures. Written notification to the Contracting Officer shall explain the situation, the method of purchasing, and identification of the aircrew and unit that failed to have the proper identification card.

(3) The Contractor shall ensure at a minimum that the following data **are recorded** (printed or a combination of printing and imprinting) on the delivery receipt after the Ordering Officer presents an AIR Card. The Contractor shall record deliveries to all U.S. or U.S.-designated aircraft on a commercial delivery receipt or U.S. Government form.

(i) Merchant Identification Number (MIN) (available from the ACC – Call **1-800-AVCARD-1**) or the four character ICAO airport identifier.

(ii) AIR Card Number (Carnet number);

(iii) Tail number/Side number or Navy Unit Identification Code/Serial Number (no more than 10 characters: alpha/numeric);

(iv) Contract Number;

(v) Delivery date reflected as MM/DD/YY(YY) or DD/MM/YY(YY) or by Julian date;

(vi) Grade of fuel;

(vii) Net quantity in U.S. gallons for fuels (expressed in whole numbers only);

(viii) **Signature of fueling operator and signature of Ordering Officer.** If a DD Form 1898 Identaplate is presented, the Contractor should annotate the Squadron, address, and telephone number on the delivery ticket and subsequent invoice, and separate invoices from AIR Card receipts for separate processing.

(ix) **Overtime charges.** If authorized under the contract, these charges shall be documented by annotating the start and stop times and the total time for overtime charges; i.e., 1 hour and 15 minutes would be reflected as 1.25; 2 hours and 30 minutes would be reflected as 2.50. If the Contractor fails to annotate the time on the delivery receipt, the Contractor's annotated delivery ticket signed by the Ordering Officer is also acceptable to substantiate overtime charges. Billing of the overtime will be on the same invoice as the applicable delivery; and

(x) Defuel/Reservice if authorized under the contract.

**(c) SUBMISSION OF INVOICES FOR PAYMENT FOR MANUAL TRANSACTIONS.**

(1) The Contractor will prepare and the Ordering Officer will sign a commercial delivery receipt, sales ticket, or U.S. Government form at the time of delivery. One copy of the delivery receipt must be furnished to the pilot or crew chief at the time of delivery. A copy of the delivery receipt/ticket shall be retained by the Contractor and a copy of the delivery receipt/ticket shall be processed with the Contractor's invoice to the ACC.

(2) For deliveries of product into-plane, into-truck, or into-bladder to U.S.-designated aircraft or authorized users, Contractors shall submit via regular mail an invoice with the information outlined in (b)(3) above and a summary of commercial delivery receipt information or sales data to the following address:

AVCARD  
DESC AIR CARD CONTRACTOR (ACC)  
PO BOX 1697  
BALTIMORE, MD 21203-1697

(3) If invoice and summary are dispatched by courier, see the COURIER DELIVERY OF INVOICE (INTO-PLANE) clause.

(4) The applicable invoice can be sent electronically via email or by flat file format to the ACC; however, Contractors shall make the necessary arrangements through the ACC prior to submitting electronic data. Facsimile invoices are authorized and shall be sent to the ACC at 1-410-771-0516. The ACC's confirmation number is 1-410-771-3058.

(5) By submission of an invoice for payment processing, the Contractor certifies that all delivery receipts supporting the subject invoice were signed by an Ordering Officer from an aircraft of an authorized user listed in this clause. Summary delivery receipt data submitted by the Contractor shall contain the information noted in (b) above.

(6) DFAS Columbus will be responsible for making payments in U.S. dollars on all contract line items awarded.

(7) In addition to the elements listed in the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause, the elements of a **proper into-plane invoice** from the Contractor to the ACC are as follows:

Contract number  
Delivery date  
Total dollar value of the invoice  
Delivery ticket numbers

**AND**

AIRCRAFT INFORMATION

AIR Card

AIR Card Number (Carnet Number)

Tail Number/Side Number or

Navy Unit Identification Code/Serial Number

**NOTE:** Tax exemption documents, customs clarification sheets, etc., shall also include the contract number, CLIN, and applicable invoice number that shall be sent to the ACC along with the invoice package. Only one applicable document per invoice is allowed.

(d) **ANCILLARY GROUND SERVICES.** The AIR Card can also be used to purchase authorized ground services. At a minimum, allowable ground/ramp services are stated below.

- (1) Defuel/reservice;
- (2) Aircraft landing, ramp or parking fees;
- (3) Slot time fees;
- (4) Necessary ground equipment service (i.e., GPU, baggage conveyer belt, electrical grounding hookup, stairs, start carts, etc.);
- (5) Aircraft housekeeping or cleaning services (i.e., trash collection, vacuuming, lavatory servicing, potable water, etc.);
- (6) Catering, food and non-alcoholic beverage replenishment aboard the aircraft;
- (7) Supplies (i.e., maps, navigational aids);
- (8) Security services for the aircraft at the airport or airfield;
- (9) De-icing services;
- (10) Custom fees (if paid by refueling vendor);
- (11) Lubrication oils, both synthetic and petroleum based;
- (12) Hydraulic Fluid; and
- (13) Aviator breathing oxygen (ABO).

Reimbursements for ground services are made by the ACC directly; therefore, Contractors should contact the ACC for applicable merchant agreements and payment terms and conditions for noncontract line items that will not be reimbursed by DESC or DFAS Columbus. The ACC will accept a consolidated invoice that reflects both contract refueling and ground services received, provided the services have been performed by the same vendor. In the case of defuel and reservice where fuel is defueled and later reserviced with additional fuel quantity being required, the Contractor will bill for the additional quantity at the current escalated contract price.

(e) **AUTHORIZED USERS.** The following aircraft are authorized to obtain fuel at DESC contract locations:

- (1) Aircraft of all Department of Defense components including the National Guard and Reserve activities;
- (2) Agency aircraft of other departments and agencies of the U.S. Government.

**NOTE: Federal Civilian aircraft are authorized but not mandated to use the DESC into-plane contracts for refueling at commercial airports;**

- (3) Military aircraft of the Canadian government and Canadian government Department of Transportation presenting a valid AIR Card;
- (4) Aircraft of the German Air Force presenting a valid AIR Card;

- (5) Foreign Military Sales (FMS) aircraft that present an AIR Card;
- (6) State and local law enforcement aircraft, or any aircraft designated in writing by the Contracting Officer during the performance period. (In the event there is insufficient time, the Contractor will be notified verbally, with written confirmation to follow.)
- (7) VIP aircraft are authorized but not mandated to use the DESC into-plane contracts for refueling at commercial locations.
- (8) Incognito aircraft not wishing to be identified as U.S. Government or military-related that present a commercial AVCARD to the Contractor requesting contract price fuel. Written authorization from the Contracting Officer may be provided as well.
- (9) Military aircraft participating in a civil Air Show are authorized but not mandated to use the DESC into-plane contract for refueling during the specified Air Show duties.

(DESC 52.242-9FL1)

**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

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

(DESC 52.211-9FH5)

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

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

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

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

(b) Check Remittance Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

**(c) DESIGNATED OFFICE.**

Name: **Defense Energy Support Center (DESC)**

Mailing Address: **8725 John J. Kingman Road, Suite 4950  
Fort Belvoir, VA 22060-6222**

Telephone Number(s): **703-767-8483/8495/Fax: 703-767-8506**

Person(s) to Contact: **Fave Brown Sas/Mi Suk Cox**

Electronic Address: **fave.brownsas@dla.mil/misuk.cox@dla.mil**

(FAR 52.232-35)

**G96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC APR 2003)**

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the Small Business Office of the Defense Energy Support Center.

(DESC 52.242-9F15)

**G150.02-1 COURIER DELIVERY OF INVOICES (INTO-PLANE) (DESC JAN 2000) (REV)**

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

KROPP HOLDINGS, INC.  
d/b/a AVCARD  
4 NORTH PARK DRIVE, SUITE 412  
HUNT VALLEY MD 21030-1809

(b) The AIR Card Contractor (ACC) has 24 hours to electronically forward invoices to the Government payment office. The prompt payment clock begins upon receipt of the invoice by the ACC. (DESC 52.232-9F68)

**I1.01-6 DEFINITIONS (INTO-PLANE) (DESC FEB 1996)**

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

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

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

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

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

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

(d) **Product** refers collectively to all or, when used in an individual sense, to any one of the grades of fuel or lubricating oil set forth in the Schedule.

(e) **Government-owned product** means product defueled by Contractor from U.S. designated aircraft and subsequently reserviced into such aircraft pursuant to the terms of into-plane contracts.

(f) **Government-furnished product** means products supplied to the Contractor by the U.S. Armed Services. **Contractor-furnished product** means all product other than Government-furnished product or Government-owned product.

(DESC 52.202-9F15)

#### 11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

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

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

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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

(DFARS 252.204-7004)

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

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>  
DLAD: <http://www.dla.mil/i-3/i-336>

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

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

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

<u>CONTRACT</u> <u>CLAUSE NUMBER</u>	<u>REGULATORY</u> <u>NUMBER</u>	<u>CLAUSE TITLE</u>
I12.03	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES (JAN 1999)
I11.04	FAR 52.242-13	BANKRUPTCY (JULY 1995)

(DESC 52.252-9F08)

#### **I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

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

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

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

(DESC 52.249-9F20)

#### **I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC JUN 2002) (DEVIATION)**

(a) As used in this clause--

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

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

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

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

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

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

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

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

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

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

(DESC 52.229-9F15)

**128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC FEB 2003)**

(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	
\$0.15436	5.7% Gasohol	At least 5.59% but less than 7.55%
\$0.14936	7.7% Gasohol	At least 7.55% but less than 9.8%
\$0.132	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).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

(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) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **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)

**I84 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2007.  
(FAR 52.216-21)

**186.01 DELIVERY-ORDER LIMITATIONS (INTO-PLANE) (DESC SEP 1985)**

(a) **MINIMUM ORDER.** When the Government requires supplies covered by this contract in an amount of less than one quart of lubricating oil in accordance with military specification MIL-L-22851 (Type II) or 50 gallons of all other products, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) **MAXIMUM ORDER.** The Contractor shall not be obligated to honor--

(1) Any order for a single subitem for a single delivery point (one aircraft) in excess of 25,000 gallons; or

(2) Any order for a combination of subitems for a single delivery point (one aircraft) in excess of 50,000 gallons.

(c) Since this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in (b) above, unless that order (or orders) is returned to the ordering office within 30 minutes after issuance, with written notice stating the Contractor's intent not to furnish the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(DESC 52.216-9FJ5)

**1128.01 SUBSTANTIATION OF LOCAL TAXES FOR INTRASTATE/INTRACOUNTRY FLIGHTS  
(DESC APR 1987)**

(a) This clause applies only to local taxes on intrastate/intracountry flights when those taxes are not payable on interstate/international flights. These taxes are not to be included in the contract unit prices.

(b) To receive payment for local taxes on intrastate/intracountry flights, the Contractor must request the Ordering Officer to annotate and initial the completed DD Form 1898 with the word "LOCAL" when the Ordering Officer states that the next leg of his/her flight is within the state or country. Without this annotation, it will be assumed that the flight is out of state/country (interstate/international) and no taxes will be incurred for payment by the Government.

(c) The annotation "LOCAL" and the initialing by the Ordering Officer may be made in one of the unused blank blocks under the heading of "AVFUEL."

(d) A copy of the annotated DD Form 1898 must accompany the invoice to assure prompt payment of these local taxes. The local taxes shall be listed as a separate line item on the invoice.

(DESC 52.229-9F65)

**1151 AIRPORT FEES AND/OR CHARGES (DESC AUG 1998)**

(a) The unit prices set forth in the Schedule include all applicable airport fees and/or charges to which the Contractor is unable to secure an exemption in favor of the U.S. Government. All such airport fees and/or charges are to be fixed prices expressed as USD/USG (not as percentages). Such fees and/or charges included in the unit prices are to be indicated on the applicable Offeror Submission Package in the space provided. In the event the U.S. Government is able to obtain an exemption, or if for any reason the Contractor is not required to pay such airport fees and/or charges, the Contractor agrees to reduce the unit prices affected thereby in an amount equal to the fee or charge involved, effective on the date of the exemption, or the date that the Contractor was no longer required to pay such airport fees and/or charges.

(b) If, after award, additional airport fees and/or charges are imposed and the U.S. Government is not exempt from such fees, the affected unit prices shall be increased by such amount. This price adjustment shall be from the date of the increase of the airport fee and/or charge, or the date the Contractor notified the Contracting Officer, whichever is later.

(DESC 52.229-9F70)

**1179 ALLOCATION (DESC JUL 1995)**

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

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

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

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

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

(1) Accept an updated pro rata reduction as outlined in (a) above;  
(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

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

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

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

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

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

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

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

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

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

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled. (DESC 52.249-9F05)

#### **I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)**

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

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer. (DESC 52.223-9F06)

#### **I209.02 EXTENSION PROVISION (DESC OCT 1984)**

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extension may be furnished any time prior to the expiration of this contract or any extension thereof. The foregoing extensions may be exercised by the Government (a) where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until the succeeding Contractor is positioned to commence performance, (b) where the Government decides that follow-on services will be performed by the Government, rather than a commercial Contractor, or (c) where the Government terminates for default a contract for follow-on services prior to the commencement of services to have been provided thereunder. (DESC 52.217-9F35)

#### **I211.04 ORDERING (INTO-PLANE) (DESC DEC 1999)**

(a) Any supplies and services to be furnished under this contract shall be considered **ordered** by issuance of a delivery receipt and signed by an authorized user designated in the contract. Such orders may be issued from **TO BE COMPLETED BY DESC AT TIME OF AWARD** through **TO BE COMPLETED BY DESC AT TIME OF AWARD**.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control. (DESC 52.216-9FC9)