

B1.05.100 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAR 2002)

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

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours. If the Line Item is designated as "PORTS ACTIVE" an oral order may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as less than 3-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>3-YEAR ESTIMATED QUANTITY (LITERS)</u>
27	GASOLINE, AUTO, PREMIUM UNLEADED (MUP) NSN: 9130-00-148-7104 EUROPEAN SPECIFICATION: EN 228 VOLATILITY CLASS A (1 MAY – 30 SEPTEMBER) VOLATILITY CLASS D (16 NOVEMBER – 15 MARCH) VOLATILITY CLASS C1 (16 MARCH – 30 APRIL AND 1 OCTOBER – 15 NOVEMBER)	10,454,663
32	FUEL OIL, DIESEL FUEL GRADE DF-1 NSN: 9140-00-286-5286 EUROPEAN SPECIFICATION: EN 590 TEMPERATE GRADE "F" DIESEL FUEL	10,403,000
34	FUEL OIL, DIESEL, GRADE DF-2 NSN: 9140-00-286-5294 EUROPEAN SPECIFICATION: EN 590, TEMPERATE DIESEL FUEL GRADE "B" (16 MARCH – 14 NOVEMBER) GRADE "D" (15 NOVEMBER – 15 MARCH)	42,239,691
46	FUEL OIL, BURNER, FS-2 NSN: 9140-00-247-4365 ITALIAN STANDARD: NORMA UNI CT1 6579, RISCALDAMENTO GRADE GASOLIO	61,555,001

NOTE: The above is a composite of the products and estimated quantities for the full delivery period of this solicitation. Offers should be made for the individual line items and quantities as listed on the following pages.

(DESC 52.207-9F55)

B1.05.100 (CONT'D)

AGGREGATE GROUP 1

GEOGRAPHIC REGION OF SICILIA

ITEM NUMBER	3 YEAR ESTIMATED QUANTITY UI
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UNITED STATES NAVY

U.S. NAVAL AIR STATION
IT, NAVY, NAS SIGONELLA, NEAR CATANIA FOR USN FUELS OFFICER
SICILIA REGION

DELIVERY DODAAC: N62995
DELIVERY: N62995-2
BILLING: N62995-3(SIG)
ORDERING OFFICE: (COMM TEL) 095-865725/5729
COMM FAX: 095-865059

500-27	GASOLINE, PREM UNL (MUP)	2,160,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
INTO 2(TWO) TANKS, WITH 34,980 LITERS TOTAL CAPACITY.
EST MONTH DELIV OF 60,000 LITERS.
NOTE: THIS IS DESC-FUNDED.
THIS FUEL IS CAPITALIZED.

500-34	DIESEL FUEL #2 (DF2)	5,400,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
INTO 19 TANKS WITH 397,470 LITER TOTAL CAPACITY.
EST AVG MONTH DELIVERY OF 150,000 LITERS.
NOTE: THIS IS DESC-FUNDED.
THIS FUEL IS CAPITALIZED.

500-46	FUEL OIL, BURNER #2 (FS2)	5,000,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
INTO 10 TANKS WITH 310,405 LITER TOTAL CAPACITY.
EST MIN MONTH DELIV OF 130,000 LITERS.

MARZA DISPICA
IT, NAVY, NAVY SITE PACHINO TARGET
SICILIA REGION

DELIVERY DODAAC: N62995
BILLING DODAAC : N62995-3
ORDERING OFFICE: (COMM TEL) 095-865725/5729
COMM FAX: 095-865059

501-34	DIESEL FUEL #2 (DF2)	37,500 LT
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TANK TRUCK (TT), W/PUMP AND METER
INTO SINGLE 18,930 LITER TANK
EST MIN MONTH DELIVERY OF 2,000 LITERS

AGGREGATE GROUP 1

GEOGRAPHIC REGION OF SICILIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES NAVY

AUGUSTA BAY, PRIOLO GARGALLO
IT, NAVY, LOGISTICS FACILITY
SICILIA REGION
DELIVERY DODAAC: N62995
BILLING DODAAC : N62995-3
ORDERING OFFICE: (COMM TEL) 095-865725/5729
COMM FAX: 095-865059

505-34 DIESEL FUEL #2 (DF2) 1,400,000 LT

TANK TRUCK (TT), W/PUMP AND METER.
INTO 1/100,000 LITER TANK AT COLD IRON PLANT.
EST AVG MONTH DELIVERY OF 38,000 LITERS.

NISCEMI
IT, NAVY, TRANSMITTER SITE, NAVAL COMM. STATION
SICILIA REGION
DELIVERY DODAAC: N62995
BILLING DODAAC : N62995-3
ORDERING OFFICE: (COMM TEL) 095-865725/5729
COMM FAX: 095-865059

510-34 DIESEL FUEL #2 (DF2) 2,100,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1/200,000 LITER TANK.
EST AVG MONTH DELIVERY OF 90,000 LITERS REQUIRES TWO
DELIVERIES PER WEEK

AGGREGATE GROUP 1

GEOGRAPHIC REGION OF SICILIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES NAVY

NAS SIGONELLA, CATANIA,
IT, NAVY, (FOR U.S. NAVY OFF-BASE LEASED BUILDINGS) CATANIA,
FOR USN FUELS OFFICER
SICILIA REGION

DELIVERY DODAAC: N62995-2
BILLING DODAAC : N62995-3
ORDERING OFFICE: (COMM TEL) 085-564830
COMM FAX: 095-564892

511-46 FUEL OIL, BURNER #2 (FS2) 500,000 LT

TANK TRUCK (TT), W/PUMP AND METER.
INTO 40 TANKS RANGING IN SIZE FROM 500 TO 4,000 LITERS.
EST MIN MONTH DELIVERY OF 10,000 LITERS.
REQUIRES 1 (ONE) TRUCK LOAD PER MONTH DURING SEPT THRU MARCH
FOR OFF-BASE DELIVERIES.
NOTE: DRIVER MUST REPORT TO NAS SIGONELLA ORDERING
OFFICER AT BLDG. #537 FOR ESCORT TO OFF-BASE DELIVERY SITES.

B1.05.100 (CONT'D)

AGGREGATE GROUP 2

GEOGRAPHIC REGION OF SARDEGNA

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES NAVY

SANTO STEFANO ISLAND
IT, NAVY, (3 KM NE OF PALAU)
SARDEGNA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588
ORDERING OFFICE: (081) 568-5439 OR 5430
COMM FAX: (081) 568-5317

514-27 GASOLINE, PREM UNL (MUP) 90,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1/1,893 LITER TANK.
ESTIMATE 2 OR 3 DELVERIES PER MONTH. MAXIMUM
INDIVIDUAL DELIVERY IS 1,000 LITERS.
NOTE 1: DELIVERIES MUST BE COORDINATED WITH THE
NSA SUPPLY OFFICER AT LA MADDALENA. COMMERCIAL
PHONE NUMBER FOR NSA POINT OF CONTACT AT LA
MADDALENA IS 0789-798522. THE NSA SUPPLY FAX
NUMBER IS 0789-736822 OR 0789-793153.
NOTE 2: ALTHOUGH THE NAVY WILL PAY FOR ALL FERRY
SERVICE, THE NAVY CANNOT GUARANTEE THAT ORDERS
WILL BE PLACED FOR THE COORDINATED DELIVERY OF
ITEMS 514-27 AND 514-34
NOTE 3: CONTRACTOR WILL BE GIVEN ADVANCE NOTICE OF
THE ACTUAL DATE AND TIME OF EACH DELIVERY
(LOADING TIME AT PALAU), ALLOWING A TWO (2) HOUR WINDOW
FOR VEHICLE ARRIVAL AT PALAU. THE U.S. NAVY WILL
PROVIDE AND PAY FOR FULL FERRY SERVICE TO AND
FROM SANTO STEFANO ISLAND.

514-34 DIESEL FUEL #2 (DF2) 1,100,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1/31,000 LITER ABOVE GROUND TANK.
ESTIMATED MAXIMUM INDIVIDUAL TRUCK DELIVERY IS
15,000 LITERS. ESTIMATED MAXIMUM MONTHLY DELIVERY IS 66,000 LITERS.
NOTE 1: DELIVERIES MUST BE COORDINATED WITH THE
NSA SUPPLYOFFICER AT LA MADDALENA. COMMERCIAL
PHONE NUMBER FOR NSA POINT OF CONTACT AT LA
MADDALENA IS 0789-798332. THE NSA SUPPLY FAX NUMBER IS 0789-798329.
NOTE 2: ALTHOUGH THE NAVY WILL PAY FOR ALL FERRY
SERVICE, THE NAVY CANNOT GUARANTEE THAT ORDERS
WILL BE PLACED FOR THE COORDINATED DELIVERY OF
ITEMS 514-27 AND 514-34
NOTE 3: CONTRACTOR WILL BE GIVEN ADVANCE NOTICE OF
THE ACTUAL DATE AND TIME OF EACH DELIVERY (LOADING
TIME AT PALAU), ALLOWING A TWO (2) HOUR WINDOW FOR
VEHICLE ARRIVAL AT PALAU. THE U.S. NAVY WILL
PROVIDE AND PAY FOR FULL FERRY SERVICE TO AND FROM
SANTO STEFANO ISLAND.

B1.05.100 (CONT'D)

AGGREGATE GROUP 2

GEOGRAPHIC REGION OF SARDEGNA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
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DEPARTMENT OF DEFENSE

LA MADDALENA, U.S. DOD LEASED BLDGS.
IT, DOD, FOR USN FUELS OFFICER (PWS)
SARDEGNA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439
COMM FAX: (081) 568-5317

515-34	DIESEL FUEL #2 (DF2)	300,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
INTO ONE SINGLE TANK OF 5,000 LITERS CAPACITY
ESTIMATED INDIVIDUAL MONTHLY DELIVERY IS 3,600
LITERS ONCE EVERY 2 WEEKS.

515-46	FUEL OIL, BURNER #2 (FS2)	1,350,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
INTO 20 TANKS RANGING IN SIZE FROM 1,135 TO
24,225 LITERS.
EST MIN MONTH DELIV OF 9,840 LITERS FOR SUMMER
SEASON AND 87,065 LITERS FOR WINTER SEASON.

NORTH ATLANTIC TREATY ORG.

NATO SITE, TAVOLARA ISLAND
IT, NATO, FOR FUELS OFFICER
SARDEGNA REGION
DELIVERY FEDAAC: N64771
BILLING FEDAAC : N64771-3
ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439
COMM FAX:(081) 568-5317

516-46	FUEL OIL, BURNER #2 (FS2)	300,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
INTO 3 (THREE) 33,000 LITER TANKS AND 4 (FOUR)
1,400 LITER TANKS
ESTIMATED AVERAGE MONTHLY DELIVERY IS 8,330 LITERS.

AGGREGATE GROUP 2

GEOGRAPHIC REGION OF SARDEGNA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

NORTH ATLANTIC TREATY ORG.

NATO ACTIVITY, DECIMOMANNU AIRPORT (GERMAN AIR TRAINING)
IT, NATO, CAGLIARI, FOR FUELS OFFICER
SARDEGNA REGION

DELIVERY FEDAAC: N34001
BILLING FEDAAC : N34001
ORDERING OFFICE: COMM TEL (081) 568-5430/5439
COMM FAX: (081) 568-5317

517-34 DIESEL FUEL #2 (DF2) 550,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 16,000 LITER TANK AND 1 (ONE) 30,000 LITER TANK.
ESTIMATED MINIMUM MONTHLY DELIVERY OF 15,000 LITERS.

DEPARTMENT OF DEFENSE

ARZACHENA, CANNIGIONE, PORTO POZZO AND TEMPPIO
IT, DOD, (FOR OFF-BASE U.S. LEASED HOUSING)
SARDEGNA REGION

DELIVERY DODAAC: N32960
BILLING DODAAC : N32960
ORDERING OFFICE: COMM TEL: 0789-798288
COMM FAX: 0789-798187

518-46 FUEL OIL, BURNER #2 (FS2) 150,000 LT

TANK TRUCK (TT), W/PUMP AND METER.
INTO 12 TANKS RANGING FROM 1,000 TO 3,000 LT.
ESTIMATED MIN MONTHLY DELIVERY OF 20,000
LITERS.
NOTE: DELIVERIES MUST BE COORDINATED WITH NSA
SUPPLY OFFICE AT LA MADDALENA.

LA MADDALENA,
IT, DOD, OFF-BASE U.S. DOD LEASED BUILDINGS
SARDEGNA REGION

DELIVERY DODAAC: N32960
BILLING DODAAC : N32960
ORDERING OFFICE: (COMM TEL): 0789-798330
(COMM FAX): 0789-798187

AGGREGATE GROUP 2

GEOGRAPHIC REGION OF SARDEGNA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
519-46	FUEL OIL, BURNER #2 (FS2)	270,000 LT

TANK TRUCK (TT), W/PUMP AND METER
 INTO 28 TANKS OF VARIOUS SIZE WITH 30,750 LITERS
 TOTAL CAPACITY. ESTIMATED MONTHLY DELIVERY OF
 10,000 LITERS FROM OCT. THRU MAR.
 NOTE: DRIVER MUST REPORT TO THE LA MADDALENA
 SHIPPING AND RECEIVING OFFICE AT BLDG. #201 FOR ESCORT.

 NORTH ATLANTIC TREATY ORG.

NATO ACTIVITY (USAF/RAF/GAF) AT DECIMOMANNU AIRPORT
 IT, NATO, OFF-BASE NATO LEASED HOUSING-CAGLIARI AND SUBURBS
 SARDEGNA REGION

DELIVERY FEDAAC: N34001
 BILLING FEDAAC : N34001
 ORDERING OFFICE: (COMM TEL): 070-9643-3531
 (COMM FAX): 070-9643-3501

520-46	FUEL OIL, BURNER #2 (FS2)	150,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 23 TANKS OF VARIOUS SIZE, WITH 50,000 LITERS
 TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY
 DELIVERY OF 6,200 LITERS. DELIVER ONLY FROM SEP. THROUGH MAR.

 UNITED STATES AIR FORCE

DECIMOMANNU, USAF LORAN STATION
 IT, USAF, CAGLIARI, FOR USAF FUELS OFFICER (AV)
 SARDEGNA REGION

DELIVERY DODAAC: FP5682
 BILLING DODAAC : FP5682
 ORDERING DODAAC: FP5682
 ORDERING OFFICE : COMM TEL: 0434-667043
 ALT ORDERING OFFICE: -667519
 COMM FAX: 0434-668146

750-34	DIESEL FUEL #2 (DF2) **PORTS ACTIVE**	398,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 ESTIMATED AVERAGE MONTHLY DELIVERY IS 15,000 LITERS.

AGGREGATE GROUP 2

GEOGRAPHIC REGION OF SARDEGNA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

MOUNT ARCI, NEAR ALES
IT, USAF, LOCATED ABOUT 18 KM SE OF ORISTANO
SARDEGNA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : COMM TEL: 0434-667043
ALT ORDERING OFFICE: 0434-667519
COMM FAX: 0434-668146

751-34

DIESEL FUEL #2 (DF2)
PORTS ACTIVE

216,000 LT

TANK TRUCK (TT), W/PUMP AND METER.
30000 LTRS TANK, BELOW GROUND
DELIVER TWICE EACH MONTH. ESTIMATED MINIMUM
INDIVIDUAL DELIVERY IS 8,000 LT.

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AGGREGATE GROUP 3

GEOGRAPHIC REGION OF PUGLIA - LAZIO

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

DEPARTMENT OF DEFENSE

U.S. DOD BUILDINGS, GAETA/FORMIA (PWS)
IT, DOD, FOR FUELS OFFICER
LAZIO REGION

DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: COMM TEL (081) 568-5430/5439
COMM FAX: (081) 568-5317

535-46 FUEL OIL, BURNER #2 (FS2) 110,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 20,000 LITER TANK.
EST MIN MONTH DELIVERY OF 5,332 LITERS

NORTH ATLANTIC TREATY ORG.

NATO, SATCOM F7, CIVITAVECCHIA ROMA
IT, NATO, STRADA S. AGOSTINO
LAZIO REGION

DELIVERY FEDAAC: N64771
BILLING FEDAAC : N64771-3
ORDERING OFFICE: COMM TEL (081) 568-5430/5439
COMM FAX: (081) 568-5317

538-34 DIESEL FUEL #2 (DF2) 150,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 2 (TWO) 40,000 LITER TANKS AND 2 (TWO) 1,200
LITER TANKS.
EST MIN MONTH DELIVERY OF 3,750 LITERS

538-46 FUEL OIL, BURNER #2 (FS2) 30,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 15,000 LITER TANK.
EST AVG MONTH DELIVERY OF 1,000 LITERS.

AGGREGATE GROUP 3

GEOGRAPHIC REGION OF PUGLIA - LAZIO

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

NORTH ATLANTIC TREATY ORG.

NATO BORGIO PIAVE, LATINA (NCS)
IT, NATO, FOR FUELS OFFICER
LAZIO REGION
DELIVERY FEDAAC: N64771
BILLING FEDAAC : N64771-3
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

539-46 FUEL OIL, BURNER #2 (FS2) 30,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 15,000 LITER TANKS.
EST MIN MONTH DELIVERY OF 1,000 LITERS

NATO SITE ANZIO (ROMA)
IT, NATO, MULTISERVICE ELECTRONIC WARFARE SUPPORT GROUP.
LAZIO REGION
DELIVERY FEDAAC: N38142
BILLING FEDAAC : N38142
ORDERING OFFICE: (COMM TEL): (081) 568-5430/543
(COMM FAX): (081) 568-5317

541-46 FUEL OIL, BURNER #2 (FS2) 11,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 5,000 LITER TANK.
DELIVER TWO TIMES EACH YEAR. MIN INDIVIDUAL
DELIVERY OF 2,000 LITERS.

AGGREGATE GROUP 3

GEOGRAPHIC REGION OF PUGLIA - LAZIO

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES NAVY

GAETA/FORMIA/LATINA/FROSINONE
IT, NAVY, FOR OFF-BASE LEASED BUILDINGS-(NE)
LAZIO REGION
DELIVERY DODAAC: N65957
BILLING DODAAC : N65957
ORDERING OFFICE: (COMM TEL): (081) 724-4925
(COMM FAX): (081) 724-4335

542-46 FUEL OIL, BURNER #2 (FS2) 45,000 LT

TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE HOSES
(AS REQUESTED BY ORDERING OFFICER) INTO 11 TANKS
RANGING IN SIZE FROM 600 TO 2000 LITERS TANK CAPACITY.
NOTE: DELIVERIES OF ABOUT 500 LITERS ARE OFTEN
REQUIRED. DELIVERY TO BE MADE TWO (2) TIMES EACH
MONTH DURING FALL/WINTER SEASON (SEP. THRU MAR.)
ON PHONE ORDER/REQUEST. DRIVER MUST REPORT TO
ORDERING OFFICE FOR ESCORT TO VARIOUS OFF-BASE DELIVERY SITES.

UNITED STATES NAVY

MONTE ORLANDO (PWS)
IT, NAVY, NAVY COMPLEX-GAETA
LAZIO REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588
ORDERING OFFICE: (COMM TEL): (081) 568-5439/5430
(COMM FAX): (081) 568-5317

543-34 DIESEL FUEL #2 (DF2) 10,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 4,000 LITER TANK AND 1 (ONE) 800 LITER TANK
EST DELIVERY IS 1,500 LITERS, EVERY 2 (TWO) MONTHS.

UNITED STATES AIR FORCE

BRINDISI
IT, USAF, 775 ABS
PUGLIA REGION
DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

AGGREGATE GROUP 3

GEOGRAPHIC REGION OF PUGLIA - LAZIO

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY		
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760-27	GASOLINE, PREM UNL (MUP) **PORTS ACTIVE**	135,000		LT
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TANK TRUCK (TT), WITH METER, ADEQUATE HOSE AND NOZZLE.
ESTIMATED WEEKLY DELIVERY IS 3,200 LITERS.

760-34	DIESEL FUEL #2 (DF2) **PORTS ACTIVE**	160,000		LT
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TANK TRUCK (TT), WITH METER, ADEQUATE HOSE AND NOZZLE.
ESTIMATED WEEKLY DELIVERY IS 5,000 LITERS.
NOTE: DRIVER MUST REPORT TO THE SITE
REPRESENTATIVE AT THE MAIN GATE PRIOR TO MAKING DELIVERY.

UNITED STATES AIR FORCE

SAN VITO DEI NORMANNI AIR STATION
IT, USAF, 775TH ABS
PUGLIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

761-27	GASOLINE, PREM UNL (MUP)	110,000		LT
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TANK TRUCK (TT), W/PUMP, METER, AND 40 FT (APPROXIMATELY 13M) OF HOSE.
INTO 1/1,900 LITER TANK CAPACITY
1900 LTRS ABOVE GROUND TANK
ESTIMATED MINIMUM MONTHLY DELIVERY IS 4,000
LITERS. NOTE: ALLOW ONE (1) HOUR FOR OFF-LOAD TIME.

761-34	DIESEL FUEL #2 (DF2) **PORTS ACTIVE**	315,000		LT
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TANK TRUCK (TT), W/PUMP, METER, AND 40 FT (APPROXIMATELY 13M) OF HOSE.
INTO 1 (ONE) TANK, 1900 LTRS, ABOVE GROUND
TO 94,635 LITERS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 30,753 LITERS.
NOTE: ALLOW 2 (TWO) HOURS OF OFFLOAD TIME

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES NAVY

CAPODICHINO AIRPORT, NAPLES
IT, NAVY, NAVSUPPACT TRANSPORTATION GARAGE (PWS)
CAMPANIA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

547-27 GASOLINE, PREM UNL (MUP) 1,800,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 2 (TWO) 15,000 LITER TANKS.
EST MIN MONTH DELIVERY OF 48,000 LITERS WITH DELIVERY
MADE 2 (TWO) TIMES EACH WEEK.

547-34 DIESEL FUEL #2 (DF2) 1,200,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 2 (TWO) 15,000 LITER TANKS.
EST MIN MONTH DELIVERY OF 32,000 LITERS WITH DELIVERY
MADE 2 (TWO) TIMES EACH WEEK.

U.S. NCTAMS SATCOM FACILITIES, LAGO PATRIA, RECEIVER SITE
IT, NAVY, FOR USN FUELS OFFICER
CAMPANIA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439
(COMM FAX): (081) 568-5317

552-34 DIESEL FUEL #2 (DF2) 45,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 2 (TWO) 15,000 LITER TANKS.
ESTIMATED MINIMUM MONTHLY DELIVERY IS 3,000 LITERS.

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM NUMBER	3 YEAR ESTIMATED QUANTITY UI
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 UNITED STATES NAVY

MT. CAMADOLI, U.S. NCTAMSMED EURCENT REPEATER SITE
 IT, NAVY, FOR USN FUELS OFFICER
 CAMPANIA REGION
 DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588-3
 ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439

553-34	DIESEL FUEL #2 (DF2)	8,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) UNDERGROUND 5,600 LITER TANK.
 ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 3,000 LITERS.

PORT OF NAPLES
 IT, NAVY, U.S. POWER PLANTS (CTF63)
 CAMPANIA REGION
 DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

554-34	DIESEL FUEL #2 (DF2)	1,200,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 10 (TEN) 1,895 LITER TANKS.
 EST MONTH DELIVERY OF 64,995 LITERS
 NOTE: MUSE GENERATORS HAVE NO FUEL STORAGE CAPACITY AND
 REQUIRED DAILY REPLENISHMENT OF SERVICE FUEL TANKS
 AVG DELIVERY FROM 3,785 TO 45,425 LITERS, DEPENDING
 ON OPERATING UNITS AND ELECTRICAL LOAD. UNITS ARE
 MOBILE. SERVICE SHIPS AT VARIOUS PIER SITES ARE
 NORMALLY LOCATED WITHIN AREA CONTROLLED BY ITALIAN
 CUSTOMS. MONTHLY REQUIREMENTS WILL VARY, PENDING
 U.S. NAVY SIXTH FLEET ELEMENT NEEDS.

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES NAVY

AGNANO, NAPLES, U.S. NAVAL HOSPITAL (PWS)
IT, NAVY
CAMPANIA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

555-46 FUEL OIL, BURNER #2 (FS2) 200,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 2 (TWO) 20,000 LITER TANKS.
EST MIN MONTH DELIVERY OF 37,855 LITERS.

DEPARTMENT OF DEFENSE

PORT OF NAPLES, DOD BLDG 161 (PWS)
IT, DOD
CAMPANIA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

557-46 FUEL OIL, BURNER #2 (FS2) 50,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 1 (ONE) 3,000 LITER TANK.
EST MIN MONTH DELIVERY OF 2,000 LITERS.

DEPARTMENT OF DEFENSE

NAPLES, VARIOUS U.S.DOD LEASED BLDGS (PWS)
IT, DOD
CAMPANIA REGION
DELIVERY DODAAC: N62588
BILLING DODAAC : N62588-3
ORDERING OFFICE: (COMM TEL): (081) 568-5430/543
(COMM FAX): (081) 568-5317

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
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558-46	FUEL OIL, BURNER #2 (FS2)	4,500,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 32 TANKS RANGING IN SIZE FROM 3,000 TO 20,000 LITERS.
 EST AVG MONTH DELIVERY OF 238,000 LITERS.

TANK LOCATIONS:

<u>LOCATION</u>	<u>ON/OFF BASE</u>
1) CAPO 13-17, BLDG. 472	CAPO-ON BASE
2) CAPO 16, BLDG. 405	CAPO-ON BASE
3) CAPO 8, BLDG. 408	CAPO-ON BASE
4) CAPO 442, BLDG. 442	CAPO-ON BASE
5) CAPO 443, BLDG. 443	CAPO-ON BASE
6) EDILIZIA II, BLDG. 57	AGNANO-ON BASE
7) DI PACE, BLDG. 50	AGNANO-ON BASE
8) NEW CHAPEL, BLDG. 55	AGNANO-ON BASE
9) PELLI, BLDG. 31	AGNANO-ON BASE
10) COMM/STORE, BLDG.13	AGNANO-ON BASE
11) EX SUPPLY, BLDG. 62	AGNANO-ON BASE
12) POST OFFICE, BLDG. 2	AGNANO-ON BASE
13) COUNTRY STORE, BLDG.22	AGNANO-ON BASE
14) PUBLIC WORKS, BLDG. 15	AGNANO-ON BASE
15) CAPO P113, BLDG. 401	CAPO-ON BASE
16) CAPO BOIL 5, BLDG. 406	CAPO-ON BASE
17) CAPO 10-11, BLDG. 448	CAPO-ON BASE
18) CAPO 18-19, BLDG. 444	CAPO-ON BASE
19) INCINERATOR, BLDG. 12	AGNANO-ON BASE
20) MWR, BLDG. 437	CAPO-ON BASE
21) CAPO 447, BLDG. 447	CAPO ON-BASE
22) CAPO 453, BLDG. 453	CAPO ON-BASE
23) GAETA SCHOOL, BLDG. 718	OUT BASE
24) C41, BLDG. 440	CAPO ON-BASE

 DEPARTMENT OF DEFENSE

PINETAMARE (PWS), VARIOUS U.S. LEASED COMPLEXES
 IT, DOD,
 CAMPANIA REGION

DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588-3
 ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
560-46	FUEL OIL, BURNER #2 (FS2)	70,000 LT

TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 3,000 LITER TANK.
 EST MIN MONTH DELIVERY OF 2,100 LITERS. WEEKLY
 DELIVERY REQUIRED FOR FALL AND WINTER (OCT THRU
 MAY). TANK IS LOCATED AT NAVEX P. MARE, BLDG.
 627C, OFF BASE.

POZZUOLI, VARIOUS U.S. LEASED DOD BLDGS (PWS)
 IT, DOD
 CAMPANIA REGION
 DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588-3
 ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

561-46	FUEL OIL, BURNER #2 (FS2)	500,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 20 TANKS WITH 60,000 LITERS TOTAL CAPACITY.
 EST AVG MONTH DELIVERY OF 18,000 LITERS

 NORTH ATLANTIC TREATY ORG.

BAGNOLI, NAPLES AT NATO HQ AFSOUTH
 IT, NATO, FOR FUELS OFFICER
 CAMPANIA REGION
 DELIVERY FEDAAC: N64771
 BILLING FEDAAC : N64771-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/543
 (COMM FAX): (081) 568-5317

565-27	GASOLINE, PREM UNL (MUP)	250,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 10,000 LITER TANK.
 EST AVG MONTH DELIVERY OF 6,250 LITERS.

565-34	DIESEL FUEL #2 (DF2)	700,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 10,000 LITER TANK LOCATION AT BLDG. "JK"
 AND 1 (ONE) 5,000 LITER TANK LOCATED AT AFSOUTH TUNNEL #4;
 PLUS 13 (THIRTEEN) TANKS OF VARIOUS CAPACITY.
 EST AVG MONTH DELIVERY OF 20,000 LITERS

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM		3 YEAR ESTIMATED
NUMBER		QUANTITY UI

565-46	FUEL OIL, BURNER #2 (FS2)	5,300,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 30 TANKS, WITH 243,000 LITERS TOTAL CAPACITY.
 EST MIN MONTH DELIVERY OF 146,000 LITERS.

 NORTH ATLANTIC TREATY ORG.

NAPLES
 IT, NATO, NATO MICRO-WAVE, MT. CAMALDOLI
 CAMPANIA REGION
 DELIVERY FEDAAC: N64771
 BILLING FEDAAC : N64771-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

566-34	DIESEL FUEL #2 (DF2)	8,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 5,000 LITER TANK.
 EST AVG ANNUAL DELIVERY OF 2,500 LITERS.

NATO COMM CENTER LAGO PATRIA - LICOLA
 IT, NATO
 CAMPANIA REGION
 DELIVERY FEDAAC: N64771
 BILLING FEDAAC : N64771-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

570-34	DIESEL FUEL #2 (DF2)	10,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 5,000 LITER TANK.
 EST AVG MONTH DELIVERY OF 1,000 LITERS

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
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 NORTH ATLANTIC TREATY ORG.

NATO FLT BROADCAST STN CASTLEVOLTURNO (CE)
 IT, NATO
 CAMPANIA REGION
 DELIVERY FEDAAC: N64771
 BILLING FEDAAC : N64771-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

571-34	DIESEL FUEL #2 (DF2)	50,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 3 (THREE) TANKS WITH 45,000 LITER TOTAL CAPACITY.
 EST MIN MONTH DELIVERY OF 2,000 LITERS

 UNITED STATES NAVY

 MOLO SAN VINCENZO, U.S. COMMAND, COMSUGRU EIGHT
 IT, NAVY, PORT OF NAPLES
 CAMPANIA REGION

DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/543
 (COMM FAX): (081) 568-5317

577-34	DIESEL FUEL #2 (DF2)	60,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 20,000 LITER TANK.
 NOTE: ORDERS TO BE PLACED "AS NEEDED", BUT NOT TO EXCEED 20,000 LITERS

 UNITED STATES NAVY

NAPLES (NAVAL EXCHANGE)
 IT, NAVY, FOR OFF-BASE LEASED BUILDINGS
 CAMPANIA REGION
 DELIVERY DODAAC: N65957
 BILLING DODAAC : N65957
 ORDERING OFFICE: (COMM TEL): (081) 724-4925

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
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578-46	FUEL OIL, BURNER #2 (FS2)	1,000,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 150 TANKS RANGING IN SIZE FROM 600 TO 3500 LT.
 EST MONTH DELIVERY OF 40,000 LITERS.
 NOTE: REQUIRES 2 DELIVERIES PER WEEK DURING FALL/WINTER
 SEASON (SEP. THRU MAR.), MINIMUM OF 5,000 TO 7,500
 LITERS PER TRUCK LOAD. DRIVER MUST REPORT TO
 ORDERING OFFICE (081) 724-4925 FOR ESCORT TO
 VARIOUS OFF-BASE DELIVERY SITES.
 TANK LOCATIONS: POZZUOLI, MONTERUSCELLO,
 LICOLA,LAGO PATRIA, CASTELVOLTURNO, ARCO FELICE,
 VARCATURO, CASTERA

CAPODICHINO AIRFIELD, NAPLES
 IT, NAVY, NAVSUPPACT GENERATOR PLANT (PWS)
 CAMPANIA REGION
 DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588
 ORDERING OFFICE: (COMM TEL): (081) 568-5439/5430
 (COMM FAX): (081) 568-5317

579-34	DIESEL FUEL #2 (DF2)	550,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 6 (SIX) 15,000 LITER TANKS AT GENERATOR PLANT
 FOR BLDG. C-41 AT BLDG. 440 AND BLDG. 433.
 ESTIMATE AVERAGE MONTHLY DELIVERY OF 14,600 LITERS.

 UNITED STATES NAVY

MOUNT VERGINE, USNCTAMS SITE (PWS)
 IT, NAVY, LOCATED ABOUT 10 KM NW OF AVELLINO
 CAMPANIA REGION
 DELIVERY DODAAC: N62588
 BILLING DODAAC : N62588
 ORDERING OFFICE : COMM TEL: (081) 568-5439
 ALT ORDERING OFFICE: (081) 568-5430
 COMM FAX:(081) 568-5317

B1.05.100 (CONT'D)

AGGREGATE GROUP 4

GEOGRAPHIC REGION OF CAMPANIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
580-34	DIESEL FUEL #2 (DF2)	30,000 LT
	TANK TRUCK (TT), W/PUMP AND METER. INTO 1 (ONE) 10,000 LITER TANK ESTIMATED MONTHLY DELIVERY OF 1,000 LT.	

NORTH ATLANTIC TREATY ORG.

CONTRACTOR STORAGE POINTS
IT, NATO,

DELIVERY FEDAAC: N62588
BILLING FEDAAC : N62588
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 569-5317

610-27	GASOLINE, PREM UNL (MUP)	250,000 LT
	FOB ORIGIN (FOB), OPERATING TANKS ON U.S. MILITARY AND NATO TRUCKS AT VARIOUS CONTRACT STORAGE PTS. ESTIMATED AVERAGE MONTHLY PICK-UP IS 6,000 LITERS.	

OR

610-34	DIESEL FUEL #2 (DF2)	250,000 LT
	FOB ORIGIN (FOB), OPERATING TANKS ON U.S. MILITARY AND NATO TRUCKS AT VARIOUS CONTRACT STORAGE PTS. ESTIMATED AVERAGE MONTHLY PICK-UP IS 6,000 LITERS. NOTE: U.S. NAVY SUPPORT ACTIVITY OFFICE AT NAPLES (CODE 40P) WILL ISSUE MONTHLY ORDERS. ORDERS WILL INDICATE TO THE CONTRACTOR THE STORAGE DEPOTS WHERE THE U.S. GOVT WILL PICK-UP FUEL.	

!!! IMPORTANT NOTE TO ALL POTENTIAL OFFERS FOR ITEMS 610-27 AND 601-34 !!!

THE COMBINED QUANTITY (500,000 LITERS) OF ITEMS 610-27 AND 610-34 WILL BE AWARDED, ALONG WITH THE OTHER CAMPANIA REGION ITEMS, AS AN AGGREGATE AMOUNT TO A SINGLE CONTRACTOR. THUS, THE OFFEROR SUBMITTING PRICES FOR THESE 2 ITEMS, WHICH ARE CALCULATED TO BE THE BEST OVERALL VALUE TO THE GOVERNMENT, WILL BE AWARDED THE TOTAL AMOUNT AS SHOWN.

AGGREGATE GROUP 5

GEOGRAPHIC REGION OF TOSCANA - LIGURIA

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES ARMY

COLTANO SITE

IT, ARMY, LIVORNO AREA (LEGHORN) FOR FUELS OFFICER
TOSCANA REGION

DELIVERY DODAAC: WK9GG8
BILLING DODAAC : W91BJF
ORDERING DODAAC: WK9GG8
ORDERING OFFICE : (COMM TEL): 050-547288
ALT ORDERING OFFICE: -547200
(COMM FAX): 050-547394

001-34 DIESEL FUEL #2 (DF2) 79,491 LT

TANK TRUCK (TT), W/PUMP AND METER
ESTIMATED MINIMUM INDIVIDUAL DELIVERY OF 13,249
LITERS. ESTIMATED AVG. MONTHLY DELIVERY OF 13,249
LITERS TWICE PER YEAR.
NOTE: THIS IS DESC-FUNDED.

UNITED STATES ARMY

COLTANO SITE

IT, ARMY, LIVORNO AREA (LEGHORN) FOR OFF-BASE AFN SITE
TOSCANA REGION

DELIVERY DODAAC: WK9GG8
BILLING DODAAC : W91BJF
ORDERING DODAAC: WK9GG8
ORDERING OFFICE : (COMM TEL): 050-547288
ALT ORDERING OFFICE: -547200
(COMM FAX): 050-547394

002-34 DIESEL FUEL #2 (DF2) 7,200 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO ONE (1) 1,500 LT TANK.
ESTIMATED MINIMUM INDIVIDUAL DELIVERY OF 500
LITERS. ESTIMATED AVG. MONTHLY DELIVERY OF 500
LITERS SIX TIMES PER YEAR.
SPECIAL INSTRUCTION TO DRIVER: 15KM FROM CAMP
DARBY INSTALLATION, THE LAST FIVE HUNDRED METERS
ARE ON BEATEN TRACK, RECOMMEND MAXIMUM 5 TON TRUCK.
NOTE: THIS IS DESC-FUNDED.

AGGREGATE GROUP 5

GEOGRAPHIC REGION OF TOSCANA - LIGURIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES ARMY

CAMP DARBY
IT, ARMY, LIVORNO AREA (LEGHORN) FOR DIRECTORATE OF PUBLIC WORKS
TOSCANA REGION

DELIVERY DODAAC: WK9GG8
BILLING DODAAC : WK9GG8
ORDERING OFFICE : (COMM TEL): 050-541122
ALT ORDERING OFFICE: -540493
(COMM FAX): 050-542303

005-46 FUEL OIL, BURNER #2 (FS2) 8,517,150 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 105 TANKS FROM 795 TO 15,000 LITERS.
ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 6,000
LITERS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 236,588 LITERS.
NOTE: DRIVER MUST REPORT TO BLDG. #5155 FOR
REQUIRED BASE ESCORT.
NOTE: THIS IS DESC-FUNDED.

CAMP DARBY
IT, ARMY, (FOR OFF-BASE LEASED BLDGS WITHIN LIVORNO AREA)
TOSCANA REGION

DELIVERY DODAAC: WK9E2Z
BILLING DODAAC : WK9GHM (VI
ORDERING OFFICE : (COMM TEL): 050-5411227
ALT ORDERING OFFICE: -540493
(COMM FAX): 050-542303

015-46 FUEL OIL, BURNER #2 (FS2) 600,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 18 TANKS WITH 35,000 LITER TOTAL CAPACITY.
EST AVG MONTHLY DELIVERY OF 8,990 LITERS EST MIN
INDIVIDUAL DELIVERY OF 2,000 LTS.
NOTE: DRIVER MUST REPORT TO MAIN GATE FOR ESCORT
TO OFF-BASE LOCATIONS.
NOTE: THIS ITEM IS DESC-FUNDED.

CAMP DARBY, TRANSPORTATION MOTOR POOL
IT, ARMY, LIVORNO AREA (LEGHORN)
TOSCANA REGION

DELIVERY DODAAC: W909AY
BILLING DODAAC : W909AY
ORDERING OFFICE : (COMM TEL): 050-541122
ALT ORDERING OFFICE: -540493
(COMM FAX): 050-542303

AGGREGATE GROUP 5

GEOGRAPHIC REGION OF TOSCANA - LIGURIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
020-27	GASOLINE, PREM UNL (MUP) **PORTS ACTIVE**	499,663 LT

TANK TRUCK (TT), W/PUMP AND METER
 ESTIMATED AVERAGE MONTHLY DELIVERY IS 18,925
 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 15,000 LITERS.
 THIS FUEL IS DESC FUNDED.
 THIS FUEL IS CAPITALIZED.

 NORTH ATLANTIC TREATY ORG.

LA SPEZIA, NATO SITE
 IT, NATO, NATO SACLANT UNDERSEA RESEARCH CENTER
 LIGURIA REGION
 DELIVERY FEDAAC: A00002
 BILLING FEDAAC : A00002
 ORDERING OFFICE: (COMM TEL) 0187-527425
 COMM FAX: 0187-527424

605-46	FUEL OIL, BURNER #2 (FS2)	210,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 10,000 LITER TANK.
 DELIVER TWO TIMES EACH MONTH DURING OCT. THRU MAR.
 ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS.

 UNITED STATES AIR FORCE

LIVORNO, 31ST RED HORSE SQ., CAMP DARBY, BLDG. 5020
 IT, USAF, (AT US ARMY FUEL DEPOT, LEGHORN) FOR USAF FUELS OFFICER
 TOSCANA REGION
 DELIVERY DODAAC: FP5682
 BILLING DODAAC : FP5682
 ORDERING DODAAC: FP5682
 ORDERING OFFICE : (COMM TEL): 0434-667043
 ALT ORDERING OFFICE: -667356
 (COMM FAX): 0434-668146

770-34	DIESEL FUEL #2 (DF2) **PORTS ACTIVE**	162,500 LT
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TANK TRUCK (TT), W/PUMP, METER, AND 50 FT (APPROXIMATELY 16M) OF HOSE.
 MAXIMUM MONTHLY DELIVERY IS 15,000 LITERS, AND
 MINIMUM DELIVERY IS 2,500 LITERS.
 NOTE: THIS FUEL IS DESC FUNDED.

AGGREGATE GROUP 5

GEOGRAPHIC REGION OF TOSCANA - LIGURIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

NORTH ATLANTIC TREATY ORG.

MT. SERRA, USAF DOD SITE (IN TOWNSHIP OF CALCI)
IT, NATO, (ABOUT 40 KM EAST OF LIVORNO AND NW OF PONTEDERA), FOR USAF
FUELS OFFICER (AV)

TOSCANA REGION

DELIVERY FEDAAC: FP5682
BILLING FEDAAC : FP5682
ORDERING OFFICE : (COM TEL): 0434-667043
ALT ORDERING OFFICE: -667356
(COM FAX): 0434-668146

771-34 DIESEL FUEL #2 (DF2) 12,000 LT

TANK TRUCK (TT), W/PUMP AND METER.
ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 1,050 LITERS.

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AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

VICENZA, VARIOUS LOCATIONS
IT, ARMY
VENETO REGION
DELIVERY DODAAC: WK9GHJ
BILLING DODAAC : WK9GHJ (VI)
ORDERING OFFICE : (COMM PH): 0444-517212
ALT ORDERING OFFICE: (COMM PH) 0444-517214
(COMM FAX): 0444-517565

022-46 FUEL OIL, BURNER #2 (FS2) 13,713,196 LT

TANK TRUCK (TT), W/PUMP AND METER INTO 31 VARIOUS
TANKS ON BASE. SEVEN (7) TANKS ABOVE GROUND HAVE:
AVERAGE DELIVERY: 20,000 LITERS
MINIMUM DELIVERY: 2,000 LITERS
MAXIMUM DELIVERY: 40,000 LITERS
TOTAL CAPACITY OF 180,300 LITERS. 24 UNDERGROUND
TANKS HAVE TOTAL CAPACITY OF 408,800 LITERS.
DELIVERY IS TO BE MADE IN FULL TRUCKLOADS.
MULTIPLE DROP DELIVERY.
NOTE: THIS IS DESC-FUNDED.

UNITED STATES ARMY

FERRARA
IT, ARMY, NATO POGGIO RENATICO
ROMAGNA REGION
DELIVERY DODAAC: WK9GHJ
BILLING DODAAC : WK9GHJ
ORDERING DODAAC: WK9GHJ
ORDERING OFFICE: 039-0444-517905
ORDERING OFFICE FAX: 039-0444-518328

023-46 FUEL OIL, BURNER #2 (FS2) 7,500 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO ONE (1) 5,000 LITER TANK.
ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 1,000
LITERS. DRIVER MUST COORDINATE WITH THE ORDERING
OFFICER AT 22ND ASG, DCA FOR ESCORT AND DELIVERY
TIME TO OFF-BASE DELIVERY SITE.
NOTE: THIS IS DESC-FUNDED.

VICENZA, VIA DEL PONTE #170
IT, ARMY, LERINO PARACHUTE FACILITY
VENETO REGION
DELIVERY DODAAC: W91BJE
BILLING DODAAC : W91BJE
ORDERING OFFICE : (COMM PH): 0444-517212
ALT ORDERING OFFICE: (COMM PH) 0444-517214
(COMM FAX): 0444-517565

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
025-46	FUEL OIL, BURNER #2 (FS2)	308,155 LT

TANK TRUCK (TT), W/PUMP AND METER
 1 (ONE) 15,000 LITER UNDERGROUND TANK
 AVERAGE DELIVERY: 5,000 LITERS
 MINIMUM DELIVERY: 2,000 LITERS
 MAXIMUM DELIVERY: 15,000 LITERS
 EST MIN INDIVIDUAL DELIVERY IS 2,000 LITERS.
 NOTE: THIS IS DESC-FUNDED.

 UNITED STATES ARMY

CASERMA EDERLE BASE
 IT, ARMY, FOR OFF-BASE BUILDINGS WITHIN VICENZA AREA
 VENETO REGION
 DELIVERY DODAAC: WK9B3F
 BILLING DODAAC : WK9B3F
 ORDERING OFFICE: (COMM TEL) 0444-381267
 (COMM FAX): 0444-381280

026-46	FUEL OIL, BURNER #2 (FS2)	800,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 18 TANKS WITH 35,000 LITERS TOTAL CAPACITY.
 EST AVG MONTH DELIV OF 28,390 LITERS. EST MIN
 INDIVIDUAL DELIVERY OF 5,000 LTS. DRIVER MUST REPORT
 TO MAIN GATE FOR ESCORT TO OFF-BASE DELIVERY LOCATIONS.
 NOTE: THIS IS DESC-FUNDED.

VICENZA, VIA DEL PONTE #170
 IT, ARMY, VICENZA EDERLE PROPERTY BOOK OFFICE
 VENETO REGION
 DELIVERY DODAAC: W909AX
 BILLING DODAAC : W909AX
 ORDERING OFFICE : (COMM TEL): 0444-213967
 ALT ORDERING OFFICE: (COMM TEL): 0444516872
 (COMM FAX): 0444-219365

027-27	GASOLINE, PREM UNL (MUP) **PORTS ACTIVE**	2,160,000 LT
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TANK TRUCK (TT), W/PUMP AND METER INTO
 2/25,000 LITER (AG) BLDG # 200
 MIN.20000
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY
 AVERAGE DELIVERY: 30,000 LITERS
 EST AVG MONTH DELIVERY IS 35,000 LITERS.
 NOTE: THIS FUEL IS DESC FUNDED.
 THIS FUEL IS CAPITALIZED.

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
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NORTH ATLANTIC TREATY ORG.

NATO, VICENZA AERPORTO DEL MOLIN CAOC-5 CE (UNDER NATO POGGI
NATO, VIA A. FERRARIN N. 138 VICENZA ITALY (FOR FUELS OFFICER)
VICENZA REGION

DELIVERY FEDAAC: A00004
BILLING FEDAAC : A00004
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

590-34 DIESEL FUEL #2 (DF2) 40,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 2 (TWO) 5,000 LITER TANKS AND 1 (ONE) 2,000 LITER TANK.
ESTIMATED USEAGE IS 15,000 LITERS PER YEAR.
NOTE: ONLY TO BE ORDERED ON AN EMERGENCY BASIS.
POC: MSGT CATUCCI AT 0444-931840

NORTH ATLANTIC TREATY ORG.

NATO, VICENZA AERPORTO DEL MOLIN CAOC-5 CE (UNDER NATO POGGIO RENATICO
ADMINISTRATION)
NATO, VIA A. FERRARIN N. 138 VICENZA ITALY (FOR FUELS OFFICER)
VICENZA REGION

DELIVERY FEDAAC: A00004
BILLING FEDAAC : A00004
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

590-46 FUEL OIL, BURNER #2 (FS2) 150,000 LT

TANK TRUCK (TT), W/PUMP AND METER
INTO 3 TANKS WITH 27,300 LITER TOTAL CAPACITY.
ESTIMATED MINIMUM MONTHLY DELIVERY OF 17,000
LITERS. DELIVER ONLY FROM OCT. THRU MAY.
ESTIMATED MINIMUM MONTHLY DELIVERY IS 18,700
LITERS. DELIVER ONLY FROM OCTOBER THRU MAY.
POC: MSGT CATUCCI AT 0444-931840.

VERONA, NATO, JOINT SOUTH (VR)
IT, NATO, PIANNEL/GOBBI AND BUSIGNANI BUILDINGS
VENETO REGION

DELIVERY FEDAAC: N35314
BILLING FEDAAC : N35314-3
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
(COMM FAX): (081) 568-5317

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
592-46	FUEL OIL, BURNER #2 (FS2)	750,000 LT
	TANK TRUCK (TT), W/PUMP AND METER INTO 6 TANKS WITH 190,785 LITERS TOTAL CAPACITY. EST MIN. MONTH DELIVERY OF 17,500 LITERS.	

 NORTH ATLANTIC TREATY ORG.

NATO, SITE, S. ANNA D'ALFAEDO (VERONA/JOINT SOUTH) (VR)
 IT, NATO
 VENETO REGION
 DELIVERY FEDAAC: N35314
 BILLING FEDAAC : N35314-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

593-46	FUEL OIL, BURNER #2 (FS2)	120,000 LT
	TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 16,770 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 3,000 LT.	

NATO SITE, VACCANOZZI ERBEZZO (VERONA/JOINT SOUTH) (VR)
 IT, NATO
 VENETO REGION
 DELIVERY FEDAAC: N35314
 BILLING FEDAAC : N35314-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

594-46	FUEL OIL, BURNER #2 (FS2)	120,000 LT
	TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 16,770 LITER TANK. EST AVG MONTH DELIVERY IS 3,000 LITERS.	

 NORTH ATLANTIC TREATY ORG.

S. FELICE NATO SITE (VERONA/JOINT SOUTH) (VR)
 IT, NATO
 VENETO REGION
 DELIVERY FEDAAC: N35314
 BILLING FEDAAC : N35314-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
597-46	FUEL OIL, BURNER #2 (FS2)	120,000 LT

TANK TRUCK (TT), W/PUMP AND METER
 INTO 1 (ONE) 10,015 LITER TANK.
 EST MIN MONTH DELIVERY IS 3,000 LITERS.

VERONA, NATO, (AFSOUTH) ADMINISTRATION
 IT, NATO, SATCOM F14 SITE III/LUGHEZZANO (AFSE)
 VENETO REGION
 DELIVERY FEDAAC: N64771
 BILLING FEDAAC : N64771-3
 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439
 (COMM FAX): (081) 568-5317

598-34	DIESEL FUEL #2 (DF2)	20,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 4 (FOUR) 15,000 LITER TANKS.
 ESTIMATED AVG MONTHLY DELIVERY IS 1,000 LT.

598-46	FUEL OIL, BURNER #2 (FS2)	130,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 INTO 3 (THREE) TANKS WITH A TOTAL CAPACITY OF 17,500 LITERS.
 EST AVG MONTHLY DELIVERY IS 3,000 LITERS.

 NORTH ATLANTIC TREATY ORG.

VERONA, NATO, JOINT SOUTH PASSALAUQUA BARRACKS, BLDG #8
 IT, NATO, (VIALE DELL'UNIVERSITA 25, 37100 VERONA)
 VENETO REGION
 DELIVERY FEDAAC: N35314
 BILLING FEDAAC : N35314
 ORDERING OFFICE: (COMM TEL): (081) 569-5439/5430
 (COMM FAX): (081) 568-5317

599-46	FUEL OIL, BURNER #2 (FS2)	120,000 LT
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TANK TRUCK (TT), W/PUMP AND METER.
 INTO 1 (ONE) 12,000 LITER TANK.
 ESTIMATED AVERAGE MONTHLY DELIVERY IS 3,000 LT.
 NOTE: DELIVER ONLY DURING OCTOBER THRU MAY.

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

DEPARTMENT OF DEFENSE

GHEDI TORRE, GHEDI AIR BASE (GHEDI CLUB SVCS, BLDG. 119)
IT, DOD, FOR USAF FUELS OFFICER (AV)
LOMBARDIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

780-34 DIESEL FUEL #2 (DF2) 50,000 LT
PORTS ACTIVE
TANK TRUCK (TT), W/PUMP AND METER.
ESTIMATED MINIMUM MONTHLY DELIVERY IS 3,785 LITERS.

MT. CORNA, U.S. DOD SITE 168
IT, DOD, FOR USAF FUELS OFFICER (AV)
LOMBARDIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

781-34 DIESEL FUEL #2 (DF2) 12,000 LT
PORTS ACTIVE

TANK TRUCK (TT), W/PUMP AND METER.
INTO 2 (TWO) TANKS, WITH 11,241 LITERS TOTAL CAPACITY.
ESTIMATED MINMUM DELIVERY IS 5,600 LT.

UNITED STATES AIR FORCE

GHEDI TORRE BRESCIA, 31 MUNS SQ., BLDG. 5100
IT, USAF, FOR USAF FUELS OFFICER (AV)
LOMBARDIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

782-34 DIESEL FUEL #2 (DF2) 46,000 LT
PORTS ACTIVE

TANK TRUCK (TT), W/PUMP AND METER.
INTO 2 (TWO) TANKS, WITH 11,352 LITERS TOTAL CAPACITY.
ESTIMATED AVERAGE MONTHLY DELIVERY IS 3,785 LITERS.
NOTE: THIS IS DESC FUNDED.

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
782-46	FUEL OIL, BURNER #2 (FS2) **PORTS ACTIVE**	360,000 LT

TANK TRUCK (TT), W/PUMP, METER, AND 33 FT (APPROXIMATELY) 10 METERS OF HOSE.
ESTIMATED AVERAGE MONTHLY DELIVERY IS 12,000 LITERS. DELIVER TO GHEDI DORMITORY MONDAY THRU FRIDAY, FROM 0800 TO 1600. DRIVER MUST STOP AT BLDG. 119 AND PICK UP ESCORT TO DORMITORY.
NOTE: THIS IS DESC FUNDED.

UNITED STATES AIR FORCE

GHEDI
IT, USAF, FOR OFF-BASE LEASED BUILDINGS (AV)
LOMBARDIA REGION
DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

783-46	FUEL OIL, BURNER #2 (FS2) **PORTS ACTIVE**	288,000 LT
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TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE HOSES INTO 18 TANKS, IN SIZES FROM 1,000 TO 3,000 LT.
NOTE: FROM OCTOBER THRU MARCH, ESTIMATED MONTHLY DELIVERY IS 13,800 LITERS. FROM APRIL THRU SEPTEMBER, ESTIMATED MONTHLY DELIVERY IS 5,180 LITERS.
DRIVER MUST STOP AT BLDG. 119 TO PICK UP ESCORT.
NOTE: THIS IS DESC FUNDED.

DEPARTMENT OF DEFENSE

MT. VENDA CASTELNUOVO DI TEOLO, USAF DOD SITE
IT, DOD, PADOVA, FOR USAF FUELS OFFICER (AV)
VENETO REGION
DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

790-34	DIESEL FUEL #2 (DF2) **PORTS ACTIVE**	8,000 LT
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TANK TRUCK (TT), W/PUMP AND METER INTO 2 (TWO) TANKS, WITH 7,319 LT TOTAL CAP. ESTIMATED MINIMUM DELIVERY IS 3,700 LITERS.
NOTE: THIS IS DESC FUNDED.

AGGREGATE GROUP 6

GEOGRAPHIC REGION OF VENETO - TRENTINO - LOMBARDIA

CONTINUED

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

NORTH ATLANTIC TREATY ORG.

CEGGIA, USAF DOD SITE (ABOUT 20 KM SW OF PORTOGRUARO)
IT, NATO, FOR USAF FUELS OFFICER (AV)
VENETO REGION

DELIVERY FEDAAC: FP5682
BILLING FEDAAC : FP5682
ORDERING OFFICE: (COMM TEL): 0434-667043/667519
(COMM FAX): 0434-668146

791-34 DIESEL FUEL #2 (DF2) 12,000 LT
PORTS ACTIVE

TANK TRUCK (TT), W/PUMP AND METER.
ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 2,500 LT.
NOTE: THIS IS DESC FUNDED.

TRENTO, U.S. DOD SITE MT. PAGANELLA, DET 123
IT, NATO, (USAFE AV)

TRENTINO ALTO-ADIGE REGION

DELIVERY FEDAAC: FP5682
BILLING FEDAAC : FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

810-34 DIESEL FUEL #2 (DF2) 12,000 LT
PORTS ACTIVE

TANK TRUCK (TT), W/PUMP AND METER.
ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000
LITERS, TO BE MADE AS REQUIRED.
NOTE: DELIVERY TO BE MADE AFTER OBTAINING ROAD ACCESS
FROM THE COMMUNE OF TERLAGO. U.S. GOVT. PERSONNEL
FROM DETACHMENT 123 WILL MEET THE DRIVER AT THE
TOWN HALL IN TERLAGO AND PROVIDE ESCORT TO THE SITE.
NOTE: THIS IS DESC FUNDED.

AGGREGATE GROUP 7

GEOGRAPHIC REGION OF FRIULI - VENEZIA GIULIA

ITEM
NUMBER

3 YEAR ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

AVIANO

IT, USAF, AVIANO AIR BASE AND NORTHERN SECTION OF VENICE, FOR U.S.
AIR FORCE OFF-BASE LEASED BUILDINGS (AV)

FRIULI-VENEZIA GIULIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

800-46 FUEL OIL, BURNER #2 (FS2) 8,025,000 LT
PORTS ACTIVE

TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE
HOSES (AS REQUESTED BY ORDERING OFFICER).
INTO 1,022 TANKS OF VARIOUS SIZE, WITH TOTAL CAPACITY
OVER 3,500,000 LITERS. ESTIMATED MONTHLY DELIVERY IS 450,000 LITERS.
NOTE: THE HOUSING SITES UNDER ITEM 800-46 ARE LOCATED IN
THE REGIONS OF FRIULI-VENEZIA GIULIA AND VENETO.
NOTE: THIS IS DESC FUNDED.

PORDENONE

IT, USAF, AVIANO AIR BASE, FOR FUELS OFFICER (AV)
FRIULI-VENEZIA GIULIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC : FP5682
ORDERING DODAAC: FP5682
ORDERING OFFICE : (COMM TEL): 0434-667043
ALT ORDERING OFFICE: -667519
(COMM FAX): 0434-668146

801-32 DIESEL FUEL #1 (DF1) 4,725,000 LT
PORTS ACTIVE

TANK TRUCK (TT), W/PUMP AND METER.
DELIVERY PERIOD FOR THIS ITEM IS 15 OCTOBER THRU
14 MARCH, WITH MINIMUM INDIVIDUAL DELIVERY OF
ABOUT 30,000 LITERS. MINIMUM TOTAL MONTHLY
DELIVERY WILL BE 121,000 LITERS, WITH AVERAGE
MONTHLY DELIVERY ESTIMATED TO BE 166,000 LITERS.

AGGREGATE GROUP 7

GEOGRAPHIC REGION OF FRIULI - VENEZIA GIULIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
801-34	DIESEL FUEL #2 (DF2) **PORTS ACTIVE**	4,725,000 LT

TANK TRUCK (TT), W/PUMP AND METER.
 DELIVERY PERIOD FOR THIS ITEM IS 15 MARCH THRU
 14 OCTOBER, WITH MINIMUM INDIVIDUAL DELIVERY OF ABOUT
 50,000 LITERS. MINIMUM TOTAL MONTHLY DELIVERY
 WILL BE 121,000 LITERS, WITH AVERAGE MONTHLY
 DELIVERY ESTIMATED TO BE 166,000 LITERS.
 NOTE: DRIVER MUST REPORT TO FLIGHT LINE BASE FUELS
 MANAGEMENT OFFICE (BFMO) AT BLDG> #1048. BFMO
 REPRESENTATIVE THEN WILL ESCORT DRIVER TO BLDG. # 1009.
 NOTE: THIS IS DESC FUNDED.

 UNITED STATES AIR FORCE

PORDENONE
 IT, USAF, AVIANO AIR BASE, FOR FUELS OFFICER (AV)
 FRIULI-VENEZIA GIULIA REGION
 DELIVERY DODAAC: FP5682
 BILLING DODAAC : FP5682
 ORDERING OFFICE : (COMM TEL): 0434-667043
 ALT ORDERING OFFICE: -667519
 ORDERING DODAAC : FP5682
 (COMM FAX): 0434-668146

802-27	GASOLINE, PREM UNL (MUP) **PORTS ACTIVE**	3,000,000 LT
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TANK TRUCK (TT), W/PUMP AND METER
 ESTIMATED AVERAGE MONTHLY DELIVERY IS 110,000 LITERS.
 MINIMUM INDIVIDUAL DELIVERY IS 11,000 LITERS.
 NOTE: THIS IS DESC FUNDED.

B1.05.100 (CONT'D)

AGGREGATE GROUP 7

GEOGRAPHIC REGION OF FRIULI - VENEZIA GIULIA

CONTINUED

ITEM NUMBER		3 YEAR ESTIMATED QUANTITY UI
802-32	DIESEL FUEL #1 (DF1) ***PORTS ACTIVE***	5,678,000 LT

TANK TRUCK (TT), W/PUMP, METER, AND 100 FT (APPROXIMATELY 33M) OF HOSE WITH 2" PISTOL GRIP TYPE OUTLET SERVING HANDLE DELIVER TO 5 (FIVE) SUB-AREAS ON OR NEAR AVIANO AIR BASE. THE SUB-AREAS ARE DESCRIBED BELOW. DELIVERY TICKETS ARE REQUIRED FOR EACH TANK. BMFO WILL ESCORT DRIVER. DELIVERY HOURS 0730 TO 1730, DURING MONDAY THRU FRIDAY. DELIVERY REQUIRED FOR THE PERIOD 1 NOVEMBER THRU 28/29 FEBRUARY.

AREA 1 AND 2: DELIVER TO 52 BLDGS. (WITH 52 TANKS), RANGING IN SIZE FROM 3,785 TO 15,000 LITERS.

AREA C: DELIVER TO 4 BLDGS. (WITH 4 TANKS), RANGING IN SIZE FROM 3,785 TO 12,000 LITERS,

AREA 600: DELIVER TO 2 BLDGS., (WITH 1/1,500 LITER TANK AND 1/3,785 LITER TANK).

AREA F: DELIVER TO 55 BLDGS., (WITH 55 TANKS), RANGING IN SIZE FROM 2,300 TO 32,174 LITERS.

OFF-BASE: DELIVER TO 13 BLDGS., (WITH 13 TANKS), RANGING IN SIZE FROM 1,000 TO 2,800 LITERS.

MULTIPLE DROP
NOTE: THIS IS DESC FUNDED.

802-46	FUEL OIL, BURNER #2 (FS2) ***PORTS ACTIVE***	7,650,000 LT
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TANK TRUCK (TT), W/PUMP, METER, 100 FT OF HOSE WITH 2" PISTOL GRIP TYPE OUTLET SERVING HANDLE. DELIVER TO 5 (FIVE) SUB-AREAS ON OR NEAR AVIANO AIR BASE. THE SUB-AREAS ARE DESCRIBED BELOW. DELIVERY TICKETS ARE REQUIRED FOR EACH TANK. BMFO WILL ESCORT DRIVER. DELIVERY HOURS 0730 TO 1730, DURING MONDAY THRU FRIDAY. MULTIPLE DROP DELIVERY.

AREA 1 AND 2: DELIVER TO 52 BLDGS. (WITH 52 TANKS), RANGING IN SIZE FROM 3,785 TO 15,000 LITERS.

AREA C: DELIVER TO 4 BLDGS. (WITH 4 TANKS), RANGING IN SIZE FROM 3,785 TO 12,000 LITERS,

AREA 600: DELIVER TO 2 BLDGS., (WITH 1/1,500 LITER TANK AND 1/3,785 LITER TANK).

AREA F: DELIVER TO 55 BLDGS., (WITH 55 TANKS), RANGING IN SIZE FROM 2,300 TO 32,174 LITERS.

OFF-BASE: DELIVER TO 13 BLDGS., (WITH 13 TANKS), RANGING IN SIZE FROM 1,000 TO 2,800 LITERS.

NOTE: THIS IS DESC FUNDED.

SPECIAL NOTES**1. IMPORTANT – FOR OFFERORS AND THE U.S. MILITARY!!!! – REPORT OF CONSUMPTION**

(a) In order to obtain clearance for tax exemption, the Contractor must submit to the Property Tax Administrator at the Naval Support Activity in Naples, (Code 40P) within 30 days after the end of each month, all proof of delivery tickets, plus an itemized list of consumption broken down by product and by commands located in Italy for preparation of the quarterly consumption report by the U.S. Government. The procedure of granting tax exemption to the Contractor varies and depends on the Contractor's tax-free storage capacity.

(b) From the Italian Ministry of Finance, the U.S. Government in Naples shall obtain quarterly plafonds (ceilings), which shall be replenished quarterly for all products listed in the contract. The plafonds shall be based on the report of actual consumption, which is submitted by the U.S. Government, to the Italian Ministry of Finance via the Italian Ministry of Defense.

2. Exhibit A is a summary of the seven (7) aggregate groups selected to coincide with the individual tax region or by tax regions that are in proximity to each other. The line items are regionally grouped to match the Italian Ministry of Finance's guidelines for processing tax-free fuel requirements. A copy of Exhibit A can be found in the Offer Submission Package.

3. **TO OFFERORS:** Certain items listed in the schedule of supplies may not require continuous delivery on either a weekly or monthly basis. Some of these items may require fuel only during the winter months of October through early May, while other items may place orders for quarterly deliveries only. To resolve specific questions you may have concerning the historical ordering/delivery record of any particular item, it is suggested the you call the Ordering Office for the installation or contact the U.S. Naval Support Activity, Naples, Italy (NAVSUPACT Naples, ATTN: Code 40P). Their commercial phone number is (081) 568-5439 or 568-5430. Their fax number is (081) 568-5317.

4. For Item 554-34, which requires the use of MUSE generators, U.S. military personnel and the Contractor's driver must state on the delivery tickets the time of arrival at the site and the departure of the tank truck from that same site. Contractor will place product and detention charges on separate invoices. It is to be noted that all products loaded into the truck **must** be discharged at the site, as Italian Customs regulations prohibit product being returned to the depot. Ordering Officer's are cautioned to order only the quantity which can be consumed by the MUSE generators.

5. **TO THE ATTENTION OF ALL NON DFAS-CO PAYING OFFICERS:** Please note under Clause G150.07, SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S), that a received copy of the Contractor's delivery document and a properly executed invoice is evidence of delivery and **basis for payment**. Paying offices will initiate payment procedures immediately upon receipt of these properly prepared/executed documents.

6. **TO THE ATTENTION OF ALL ORDERING OFFICERS:** One (1) copy of each order placed with a contractor must be forwarded to the U.S. Naval Support Activity, Naples, Italy, ATTN: Code 40P.

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

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

(b) MASTER SOLICITATION.

(1) This solicitation is [X], is not [] a master solicitation for the Italy PC&S, 1.8a Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is April 09, 2002. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

L2.05-5 (CONT'D)

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) IFBs ONLY.

(i) Facsimile bids _____ authorized for this solicitation.

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

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

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

(4) RFPs ONLY.

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

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

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

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

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

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

(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.

L2.05-5 (CONT'D)

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

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

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

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

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

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

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

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

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

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

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

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

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

L2.05-5 (CONT'D)

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

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

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

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

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

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

11.03-10 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (OVERSEAS PORTS INTERNET APPLICATION) (DESC DEC 2001)

(a) INSPECTION/ACCEPTANCE.

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

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

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

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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

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

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

11.03-10 (CONT'D)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.03-10 (CONT'D)

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

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

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

(FAR 52.212-4, **tailored**/DESC 52.212-9F53)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2001)

(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:

[Contracting Officer must check as appropriate.]

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

52.222-26, 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).

(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:

[Contracting Officer must check as appropriate.]

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.).

I1.04 (CONT'D)

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.).

52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

(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:

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); and

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

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).

(FAR 52.212-5)

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(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.

252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

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).

11.05 (CONT'D)

(b) 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 (MAR 1998) (10 U.S.C. 2241 note).
- [] 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (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
OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS

L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS)
(DESC JUL 2001)

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

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

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

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

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment 1). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 2 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

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

(DESC 52.215-9F76)

L40 RESTRICTIONS UNDER ITALIAN LAW (DESC MAR 2002)

Contracts for delivery hereunder (f.o.b. points in Italy) will be concluded only with firms licensed to do business in Italy. Invoices will be paid in Euro banknotes for all products with the exception of Avgas and Jet Fuel, which will be invoiced and paid in U.S. currency.

(DESC 52.242-9F05)

L54 SITE VISIT (DESC OCT 1992)

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Requirements – Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

(FAR 52.216-1)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered “handcarried.” Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service “handcarries” the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered “mail” under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

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)

M19.01.100 EVALUATION OF GOVERNMENT AGGREGATE GROUPS (DESC MAR 2002)

(a) In order to be considered for an award against a Government aggregate group listed in this solicitation (Exhibit A), an offered price must be submitted for each line item listed as part of a designated Government aggregate group. Line items included in the Government aggregate groups will escalate individually with the reference prices for the respective products as cited in the ECONOMIC PRICE ADJUSTMENT clause for this solicitation.

(b) Offerors for any Government aggregate group listed in the solicitation should not –

- (1) Add other line items to a designated Government aggregate group;
- (2) Delete line items from a designated Government aggregate group;
- (3) Combine or otherwise change the individual line items contained in any of the designated Government aggregate groups.

Note: Any offer that adds items to, deletes items from, or changes the combined individual line items in a designated Government aggregate group may not be evaluated for award.

(c) Offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award under the Italy PC&S program (multiple awards). It is assumed for the purposes of evaluating offers that the Government will incur \$106,600 in additional Italian tax exemption management costs associated with awarding multiple contracts under the Italy PC&S program. It is also assumed for purposes of evaluating offers that \$500 per contract would be the administrative cost to the Government for issuing and administering more than one contract awarded under the solicitation.

M19.01.100 (CONT'D)

(d) Offers will be compared on a regional aggregate basis (i.e. lowest priced offeror within a region). Offers will also be compared on an aggregate basis for the entire Italy PC&S program. The total overall price between the combined lowest regional aggregate offers of all offerors and the lowest single offeror's country-wide aggregate proposal will be compared. Taking into consideration the Italy PC&S evaluation factors outlined in paragraph (c) above, award(s) will be made to the offeror(s) whose prices are considered the most advantageous to the Government.

(e) In accordance with INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) clause, paragraph (i), the offeror may propose to provide any aggregate group or combination of groups. The offeror is not required to submit offers for all regional groupings. However, for evaluation purposes, the offeror with the lowest country-wide aggregate offer may be awarded a single contract if awarding multiple contracts on a regional aggregate basis does not prove advantageous to the Government as described in paragraph (c) above.

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FPRs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FPRs, will be used in evaluating offers.

(DESC 52.216-9F45)

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.**

<u>PRODUCT</u>	<u>DENSITY TYPICAL</u>		<u>BARRELS PER</u>	<u>GALLONS PER</u>	<u>LITERS PER</u>	<u>BARRELS PER</u>	<u>GALLONS PER</u>
	<u>@15°C @60°F</u>						
	<u>Kg/m³</u>	<u>API</u>					
<u>AUTOMOTIVE</u>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<u>AVIATION</u>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
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

M55 (CONT'D)

FUEL OIL

NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 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

DIESEL FUELS

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

INTERMEDIATE FUEL OILS

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

JET FUELS

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

(3) TABLE III.

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <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)

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)

M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC JAN 2001)**(a) BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Past performance; and
- (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on pre-established standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

(b) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) EVALUATION OF PAST PERFORMANCE.

(1) The Government will evaluate, based on pre-established standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(d) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file. (DESC 52.209-9F75)

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
LIST OF AGGREGATE GROUPS (EXHIBIT A)	PAGE 77

CONTRACT DOCUMENTS

OFFER SUBMISSION PACKAGE	SEPARATE COVER
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ADDENDUM 2

OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)

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

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

and

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

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

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101, Definitions.

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

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

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

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

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

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

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(**Buyer** - Check appropriate box and complete applicable blanks.)

The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

B19.02 (CONT'D)

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

[] (i) The low price published in _____.
(name of publication)

[] (ii) The average of the prices published in _____.
(name of publication)

[X] (iii) The established price posted by **(See the Reference Price Tabulation)**.
(name of company)

and published in **(See the Reference Price Tabulation)**.
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **Contracting Officer, DESC-PEC, Fort Belvoir, VA, 22060** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

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

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **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 the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **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 during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

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

B19.02 (CONT'D)

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

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

- (1) Any applicable reference price is discontinued or its method of derivation is altered substantially;
- (2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;
- (3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; *or*

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **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 clause, apply unless otherwise specified in the Schedule.

(i) **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.

(j) **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.

(k) **TABLE.**

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>16 Mar 02*</u> (exclude all taxes)	Maximum price payable under this contract (includes any tax included in the award price)

- For those items with the product suffix (-27) – Unleaded Premium Gasoline (“Benzina Super Plombo”), the base reference price shall be the national posting published in the “Prezzi Italia”. The base reference price is .29499 Euros.
- For those items with the product suffix (-32) – Diesel Fuel, Grade DF-1 or product suffix (-34) – Diesel Fuel, Grade DF-2 (“Auto Gasolio 0.05%”), the base reference price shall be the national posting published in the “Prezzi Italia”. The base reference price is .29238 Euros.
- For those items with the product suffix (-46) – Fuel Oil #2 (“Gasolio Riscaldamento”), the base reference price shall be the national posting published in the “Prezzi Italia”. The base reference price is .27095 Euros.

Unit price adjustments for all products shall be made twice a month, to be effective on the 1st and 16th of each month. Unit prices effective on the 1st of each month shall be calculated by using the published effective reference prices for the 16th of the previous month. Unit prices effective on the 16th of each month shall be calculated by using the published effective reference prices for the 1st of that same month. For those instances where the either the 1st or the 16th of the month is on a weekend or a holiday resulting in no published reference prices, then the 1st published effective price thereafter shall apply for calculation for price adjustments.

All base reference prices are to exclude Value Added Tax (VAT or TVA) and the Manufacturers Impost/Excise Tax (MT).

*Please note that all initial offers are to be based on published reference prices on 25 February 2002, effective on 1 March 2002.
(DESC 52.216-9FAA)

C1 SPECIFICATIONS (DESC JAN 1997)

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

(DESC 52.246-9FT5)

E1.06 CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY PC&S AND COUPONS) (DESC OCT 1999)

(a) The Contractor is responsible for taking the necessary action to insure that all products supplied under this contract meet the requirements of the contract.

(b) The product to be furnished under this contract will conform to the applicable specifications set forth in the SPECIFICATIONS clause. The U.S. Government may request, and the Contractor will provide, samples from any of the Contractor's issuing terminals or authorized service stations. The U.S. Government, at its option, may test the product as represented by the sample to insure that it meets the relevant specifications. All samples will be made available at no cost to the U.S. Government. For routine surveillance, samples will not exceed 60 liters per contract year. In the event of specific quality problems, additional samples may be requested.

(c) The Defense Energy Support Center Livorno will be assigned the quality assurance inspection responsibility for this contract when deemed necessary by the Contracting Officer.

(DESC 52.246-9FB5)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

**E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS
(DESC MAY 2000)**

This List of Inspectors shall be used to identify, by procurement location, the Government inspector (Quality Representative) assigned inspection responsibility under DESC overseas contracts for petroleum products or additives. The area of inspection responsibility and identifying office number are assigned in (a) below. Paragraph (b) indicates the Quality Assurance Inspection Office address and applicable number as identified in (a) below.

(a) AREA OF RESPONSIBILITY AND OFFICE NUMBER.

Afghanistan	606	East Indies	610 ¹	Luxembourg	606	South America	617
Africa	606	Finland	606	Malaya	610 ¹	South Yemen	606
Antilles	617	France	606	Malta	606	Spain	606
Ascension Island	617	Germany	606	Mexico	617	Sri Lanka	610 ¹
Australia	610 ¹	Gibraltar	606	Netherlands	606	Sweden	606
Azores	606	Greece	606	New Zealand	610	Switzerland	606
Bahama Islands	617	Hawaiian Islands	628 ¹	Norway	606	Taiwan	608 ¹
Bahrain	606	Hong Kong	608 ¹	Oman	606	Thailand	608 ¹
Bangladesh	606	Iceland	606	Pacific (Islands of		Turkey	606
Belgium	606	India	606	Central & South)	610 ¹	United Arab	
Bermuda	617	Indonesia	610 ¹	Pakistan	606	Emirates	606
British Isles	606	Ireland	606	Philippines	610 ¹	Virgin Islands	617
Burma	610 ¹	Israel	606	Portugal	606	West Indies	617
Cambodia	610 ¹	Italy	606	Puerto Rico	617	Yemen	606
Canada	612	Japan	621	Ryukus Islands			
Canary Island	606	Jordan	606	Okinawa	608 ¹		
Central America	617	Korea	608 ¹	Sardinia	606		
Chagos Archipelago	606	Kuwait	606	Saudi Arabia	606		
Cyprus	606	Laos	610 ¹	Seychelles Is.	606		
Denmark	606	Lebanon	606	Singapore	610 ¹		

(b) QUALITY ASSURANCE INSPECTION OFFICE AND NUMBER.

606. Defense Contract Management Command International
DCMC Southern Europe - Weisbaden
ATTN: DCMDI-GGOF
CMR 410 Box 778
APO AE 09096
Phone: 011-49-611-816-2043
FAX: 011-49-611-816-2094
608. Defense Contract Management Command International
DCMC Taegu/Fuels Team
Unit 15672 Box 2149
APO AP 96218-0672
Phone: 011-82-53-470-3770
FAX: 011-82-53-470-3778
610. Defense Contract Management Command International
DCMC Singapore/Fuels Team
PSC 470 Box 2700
FPO AP 96534-2700
Phone: 011-65-287-7626
FAX: 011-65-288-6540

E22

(CONT'D)

612. Defense Contract Management Command-International
 DCMC Ottawa/Fuels Monitor
 275 Bank Street, Suite 200
 Ottawa, Ontario, Canada K2P2L6
 Phone: 1-613-992-2687
 FAX: 1-613-996-5340
617. Defense Contract Management Command International
 DCMC Homestead/Fuels Team
 360 Coral Sea Blvd.
 Homestead AFB, FL 33039-1299
 Phone: 1-305-258-7454/55/56
 FAX: 1-305-258-7761
621. Defense Contract Management Command International
 DCMC Pacific, ATTN: Fuels Manager
 PSC 477 Box 39
 FPO AP 96306-2741
 Phone: 011-81-3117-64-3164/3506
 FAX: 011-81-3117-64-3505
628. Defense Contract Management Command International
 DCMC Honolulu/Fuels Team
 Box 64110
 Camp HM Smith, HI 96861-4110
 Phone: 1-808-477-3812
 FAX: 1-808-477-5257

^[1] Field Offices under the direct supervision of DCMC Pacific Fuels Manager. Send copy of solicitation and contract to 621, DCMC Pacific Fuels Manager. (DESC 52.246-9F40)

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.

E35.02 (CONT'D)

(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)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack meter ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)

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

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

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

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

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

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

- (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
- (b) Gauging the receiving shore tank; or
- (c) Gauging the tanker/barge before and after delivery.

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

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded;
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

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

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

F1.09-2 (CONT'D)

(B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of--

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

(C) If the Government does not require method (a)(2)(ii)(A) above and does not elect to use method (a)(2)(ii)(B) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

- (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
- (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery.

This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.

(d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

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

(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and

(6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

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

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

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

- (1) Ordering period begins: Date of Award and ends: June 30, 2005.
- (2) Delivery period begins: July 01, 2002 and ends: 30 days after end of ordering period.

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

(DESC 52.242-9F75)

F13.01 DELIVERY CONDITIONS (PC&S) (ITALY) (DESC OCT 1991)

(a) Delivery of bulk or drummed products that require transportation by the Contractor's vehicle shall be effected within 24 hours from the time a delivery order is placed with the Contractor. Unless directed by the authorized Ordering Officer to do otherwise, the Contractor shall complete the delivery of product no later than 3:30 p.m., local time, or by the time specified in the Supply Schedule, on the date product is due to arrive at the designated receiving activity. No delivery, however, will be required to be effected on Saturdays, Sundays, or on Italian holidays.

(b) In the event the Contractor, in accordance with best commercial practices and local regulations, has presented products for delivery within the time frame specified in (a) above and is prevented from timely offloading of product due solely to undue Government delay, then the Contractor may be paid additional costs for standby time for which it has been billed by its transporter. Payments for such "detention charges" shall only be made when—

- (1) The Contractor provides the paying office with evidence of such additional charges by submission of a certified copy of the transporter's paid invoice; and
- (2) There is receipt of a certified statement from the receiving activity that the undue delay was caused by the U.S. Government.

(DESC 52.242-9FF5)

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
(500-46) – 501 – 505 – 510	U.S. NAVAL AIR STATION SIGONELLA SICILY FPO AE 09627 COMM TEL: 095-865725/5729 COMM FAX: 095-865059	U.S. NAVAL AIR STATION SIGONELLA SICILY FPO AE 09627 COMM TEL: 095-865725/5729 COMM FAX: 095-865059
500-27 – 500-34	U.S. NAVAL AIR STATION SIGONELLA SICILY FPO AE 09627 COMM TEL: 095-865725/5729 COMM FAX: 095-865059	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
511-46	SERVICE MANAGER NAVY EXCHANGE OFFICE BOX 2620 U.S. NAVAL AIR STATION S.S. CATANIA, GELA 417 SIGONELLA, CATANIA, ITALY COMM TEL: 095-564830 COMM FAX: 095-564892	NEX EUROPEAN DISTRICT OFFICE ACCOUNTING OFFICE FINANCIAL MANAGER: MR. GIALANELLA VIA E. SCARFOGLIO, 21/A – PAL. 62 80125 AGNANO – NAPOLI COMM TEL: 081-724-4747 COMM FAX: 081-724-4748
514 – 515	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	U.S. NAVAL SUPPORT ACTIVITY ATTN: COMMERCIAL BILL PAYING OFFICE PCS 817 BOX 58 (CODE CR N83) FPO AE 09622 COMM TEL: 081-568-6653/6649 COMM FAX: 081-568-6656

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
517	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	UFFICIO AMMINISTRAZIONE DELLE FORZE ARMATE TEDESCHE IN ITALIA PAL 1256 AEROPORTO MILITARE 09033 DECIMOMANNU (CA) SARDEGNA, ITALIA COMM TEL: 070-9643-3533 COMM FAX: 070-9643-3504
518 – 519	NAVY EXCHANGE, LA MADDALENA VIA B. CELLINI SUPERMERCATO AMERICANO LOCALITA' MONETA LA MADDALENA 07024 COMM TEL: 0789-798434 COMM FAX: 0789-728189	NEX EUROPEAN DISTRICT OFFICE ACCOUNTING OFFICE FINANCIAL MANAGER: MR. GIALANELLA VIA E. SCARFOGLIO, 21/A – PAL. 62 80125 AGNANO – NAPOLI COMM TEL: 081-724-4747 COMM FAX: 081-724-4748
516 – 598	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO DISBURSING OFFICER AFSOUTH RHQ, BAGNOLI NAPLES, ITALY COMM TEL: 081-721-2558 COMM FAX: 081-721-2838
520	UFFICIO AMMINISTRAZIONE DELLE FORZE ARMATE TEDESCHE IN ITALIA PAL 1256 AEROPORTO MILITARE 09033 DECIMOMANNU (CA) SARDEGNA, ITALIA COMM TEL: 070-9643-3533 COMM FAX: 070-9643-3504	UFFICIO AMMINISTRAZIONE DELLE FORZE ARMATE TEDESCHE IN ITALIA PAL 1256 AEROPORTO MILITARE 09033 DECIMOMANNU (CA) SARDEGNA, ITALIA COMM TEL: 070-9643-3533 COMM FAX: 070-9643-3504
535 – 543 – 547 – 552 – 553 – 554 – 555 – 557 – 558 – 560 – 561 – 577 – 579 – 580 – 610	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	U.S. NAVAL SUPPORT ACTIVITY ATTN: COMMERCIAL BILL PAYING OFFICE PCS 817 BOX 58 (CODE CR N83) FPO AE 09622 COMM TEL: 081-568-6653/6649 COMM FAX: 081-568-6656
541	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO MEWSG LAND DETACHMENT CASERMA SANTA BARBARA VIA ARDEATINA, 16 0042 ANZIO – ROMA COMM TEL: 06-9860-241 COMM FAX: 06-9860-2429
538 – 539 – 565 – 566 – 570 – 571	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO DISBURSING OFFICER AFSOUTH RHQ, BAGNOLI NAPLES, ITALY COMM TEL: 081-721-2558 COMM FAX: 081-721-2838
542 – 578	NAVY EXCHANGE SERVICE OFFICE COMM TEL: 081-724-4925 COMM FAX: 081-724-4335	NEX EUROPEAN DISTRICT OFFICE ACCOUNTING OFFICE FINANCIAL MANAGER: MR. GIALANELLA VIA E. SCARFOGLIO, 21/A – PAL. 62 80125 AGNANO – NAPOLI COMM TEL: 081-724-4747 COMM FAX: 081-724-4748
590	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO AIRSOUTH CAOC 5-CE PURCHASING & CONTRACTING OFFICER VIA CANTONE 14/A 44028 POGGIO RENATICO (FE) COMM TEL: 0444-931424 COMM FAX: 0444-921664

F30.01 (CONT'D)

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
592 – 593 – 594 – 597 – 599	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	BUDGET AND FINANCE OFFICE JOINT COMMAND SOUTH VERONA ITALY FPO AE 09521 COMM TEL: 045-9270395 COMM FAX: 045-9270394
605	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO SAACLANT UDERSEA RESEARCH CENTER VIALE S. BARTOLOMEO, 400 19138 LA SPEZIA COMM TEL: 0187-527312 COMM FAX: 0187-527414
750 – 751 – 760 – 761 – 762 – 770 – 771 - 780 – 781 – 782 – 788 – 790 – 791 – 810	31 FW ATTN: LGSF UNIT 6108, BOX 230 AVIANO AB, ITALY APO AE 09604-8230 COMM TEL: 0434-667043 COMM FAX: 0434-668146	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
001 – 002 – 005 – 015 – 020	CAMP DARBY RCO LIVORNO SUB-OFFICE VIA PISALIVORNO TIRRENIA, PISA 56018 ITALY APO AE 09613 COMM TEL: 050-541122 OR 540493 COMM FAX: 050-542303	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
022 – 023 – 025 – 026 – 027	USA CONTRACTING COMMAND EUROPE REGIONAL CONTRACTING OFFICE VIA PRA' SPINEO, 16 36040 LERINO (VI) ITALY APO AE 09630 COMM TEL: 0444-381267 COMM FAX: 0444-381280	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
800 – 801 - 802	31 FW ATTN: LGSF UNIT 6108, BOX 230 AVIANO AB, ITALY APO AE 09604-8230 COMM TEL: 0434-667043 COMM FAX: 0434-668146	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

F30.01 (CONT'D)

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

COMMANDER
U.S. ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND ARMY DEPOT
NEW CUMBERLAND, PA 17070-5008

HQ USAFE/LGST
UNIT 3050, BOX 105
RAMSTEIN AB GE
APO AE 09094-0105

ATTN: DESC-PEC
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VA 22060-6222

ATTN: CODE 20
NAVY PETROLEUM OFFICE
8725 JOHN J. KINGMAN ROAD, SUITE 3719
FORT BELVOIR, VA 22060-6222

(DESC 52.216-9FB1)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

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

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

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

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

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

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

(DESC 52.247-9FG5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07-4 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

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

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

SWIFT CODE: _____

BANK TRANSIT CODE (If available): _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

TITLE ON ACCOUNT: _____

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

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

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

G9.07-4 (CONT'D)

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

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

- (c) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.
- (d) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (e) In the event electronic transfer of funds payments cannot be processed, the Government retains the option to make payments under this contract by check.
- (f) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ5)

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

(a) METHOD OF PAYMENT.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

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

- (1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

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

(d) SUSPENSION OF PAYMENT.

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

G9.09-1 (CONT'D)

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

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

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

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

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

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

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

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

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

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

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

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

(FAR 52.232-34)

THE FOLLOWING CLAUSE APPLIES ONLY FOR DFAS PAID LINE ITEMS. FOR LINE ITEMS NOT PAID BY DFAS, SEE CLAUSE F30.01 FOR THE DESIGNATED PAYING OFFICE.

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-PEC)

Mailing Address: 8725 JOHN J. KINGMAN RD, SUITE 4950
FT. BELVOIR, VA 22060-6222

Telephone Number(s): (703) 767-9545 OR (703) 767-9544

Person(s) to Contact: FELECIA MCINTOSH OR SANDRA SHEPHERD

Electronic Address: fmcintosh@desc.dla.mil OR sshepherd@desc.dla.mil
(FAR 52.232-35)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

(DESC 52.232-9F50)

THIS CLAUSE APPLIES TO "PORTS ACTIVE" LINE ITEMS

G150.03-2 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION – PAYMENT IN FOREIGN CURRENCY (OVERSEAS) (DESC OCT 2001)

(a) **CONTRACTOR PASSWORD.** The Contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(es), phone and facsimile number(s) for all those individuals that may need to receive email notifications of orders. The DESC Contracting Officer will then furnish the Contractor with a password for each of those individuals specified on the Contractor provided email distribution list. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet Application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for generating and printing receipt documents (DD Form 250) for the Activity and to the payment office, as identified in (d) below.

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

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

G150.03-2 (CONT'D)

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

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

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

(c) **COMMERCIAL RECEIPTS.**

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

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

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

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

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

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

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

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

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

G150.03-2 (CONT'D)

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

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

(i) An email message is sent to the individuals identified on the email distribution list for that item. The email message will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.

(ii) The Contractor can download the DD Form 250 and fax or mail it to the paying office as their invoice; or

(iii) The Contractor can create an invoice using information generated from the DD Form 250 and submit their invoice to the paying office via fax.

(4) The Activity, upon receipt of the email notification that a DD Form 250/invoice has been submitted, will either --

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

(ii) Advise the Contractor by email of the incorrect DD Form 250/invoice information (disagreement)(such as shipment date quantity error, incorrect order number). In this case, the Contractor will then submit a revised DD Form 250/invoice to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The Activity will receive a copy of the revised DD Form 250/invoice. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity's notification. If the Contractor disagrees with the Activity's notification of incorrect DD Form 250/invoice information, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.) If any errors are discovered on the Contractor's DD Form 250 after submission but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the "**Correct Submitted DD Form 250/Invoice**" key and entering corrections of any prior errors. The DD Form 250/invoice document is automatically labeled with the words "**CORRECTED COPY.**" The Activity will receive a copy of the corrected DD Form 250/invoice via PORTS (email) for verification/confirmation. The Contractor will fax or mail a copy of the corrected DD Form 250/invoice or a Contractor prepared corrected invoice to the paying office.

(5) Electronic submission of invoices is **NOT** authorized.

(6) **FACSIMILE INVOICES.** Faxed invoices are authorized. The following provisions apply to invoices submitted via facsimile:

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time or Eastern Daylight Savings Time, whichever is applicable, the receipt date of records is the date the item was received. If the fax is received after 5 p.m., the receipt date is the next business day.

(iii) The DFAS-BVDP/CC fax number is **(614) 693-0671.**

(iv) The Contractor shall include its fax number on each document transmitted.

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

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

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is **REQUIRED.**

(f) **PAYMENT.**

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

(2) Payment terms for DD Form 250/invoice received via fax or mail to the payment office will be Net 30 days from date of receipt of a proper invoice unless a discount is offered and accepted by the payment office. See (d)(3) above.

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

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

(DESC 52.232-9FH7)

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

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

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

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

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

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

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

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

(DESC 52.232-9F85)

THIS CLAUSE APPLIES ONLY TO ITEMS NOT PAID BY DFAS COLUMBUS.

G150.07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC DEC 2000)

NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED

AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor’s delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PREPARATION OF INVOICE.** Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms.)

(1) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) The original invoice shall be clearly marked ORIGINAL. Unless otherwise specified in the contract, the invoice shall be submitted to the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract.

(3) **FOR GERMANY ONLY:** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (e)(5) below.

(d) **CERTIFICATION OF RECEIPT.**

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

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall forward a copy of the receipt to the applicable paying office. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to the Ordering Office upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report, and payments will be made in accordance with the terms of the contract.

G150.07 (CONT'D)

(e) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(1) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with this requirement will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) If the fax is received before 5 p.m. local time of the country where the paying office is located, the receipt date of records is the date the item was received. If the fax is received after 5 p.m. local time, the receipt date is the next business day.

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

(4) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE – FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless the payment office specifically requests it.

(5) **FOR GERMANY ONLY.** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(DESC 52.232-9FA5)

THIS CLAUSE APPLIES ONLY TO ITEMS PAID BY DFAS COLUMBUS.

G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC OCT 2001)

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

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

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

DEFENSE FINANCE AND ACCOUNTING SERVICES – COLUMBUS CENTER
DFAS-BVDFP/CC
PO BOX 182317
COLUMBUS OH 43218-6252

(d) **CERTIFICATION OF RECEIPT.**

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

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall input receipt information into the Defense Fuel Automated Management System (DFAMS) via Fuels Control Center or other electronic systems installed at their activity. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to DESC-FII upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report, and payments will be made in accordance with the terms of the contract.

(e) **SUBMISSION OF INVOICES.**

(1) Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except FO6, which will be invoiced in kilograms.) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

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

G150.07-2 (CONT'D)

(3) **FOR GERMANY ONLY**. The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (5) below.

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

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

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

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

(5) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time (EST), the receipt date of records is the date the item was received. If the fax is received after 5 p.m. EST, the receipt date is the next business day.

(iii) The DFAS-BVDFP/CC FAX number is **(614) 693-0671**.

(iv) The Contractor shall include its fax number on each document transmitted.

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

(vi) **FOR GERMANY ONLY**. The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(f) **INVOICING DETENTION COSTS.** Unless otherwise specified in the contract, detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FB1)

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

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items paid by DFAS Columbus for DoD Activities.

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

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

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

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

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

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

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

G150.11 (CONT'D)

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

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

(i) **CERTIFICATION OF RECEIPT.**

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

- (a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
- (b) The DD Form 1155, Order for Supplies or Services; or
- (c) The DD Form 250, Material Inspection and Receiving Report; or
- (d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

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

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

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

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

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

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

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

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

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

(DESC 52.232-9FG5)

11.01-7 DEFINITIONS (OVERSEAS PC&S) (DESC JAN 1996)

As used throughout this contract, the following terms shall have the meaning 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) **RP** = Number of Receiving Points.

(c) **MIN DEL** = Minimum Delivery at each receiving point, in liters except Fuel Oil No. 6 which is in kilograms.

(d) **TANK CAP. GAL.** = Indicates the capacity of each tank at receiving point.

For example:

(1) If 1 receiving point and a 500 liter tank capacity are indicated, this denotes one 500 liter tank at the receiving point.

(2) If 2 receiving points and 500 EA tank capacity are indicated, this denotes two 500 liter tanks at the receiving point.

(3) 2/500 indicates 2 tanks, 500 liter capacity each tank.

(e) **-1-** = Indicates receiving tank located above ground.

(f) **-2-** = Indicates receiving tank located under ground.

(g) **-3-** = Indicates receiving tank located in basement or inside building.

(h) **TW** = Tank Wagon. Delivery capacity less than 5,200 gallons/19,682 liters.

(1) **ITALY.** 100 feet of hose required unless otherwise specified in the Schedule.

(2) **GERMANY.** 30 meters of hose required unless otherwise specified in the Schedule.

(i) **TT** = Tank Truck. Minimum delivery capacity of 5,200 gallons/19,682 liters.

(1) **ITALY.** 15 feet of hose required unless otherwise specified in the Schedule.

(2) **GERMANY.** 30 meters of hose required unless otherwise specified in the Schedule.

(j) **U.S. Gal.** = United States liquid gallon or 3.785 liters.

(DESC 52.202-9F20)

THIS CLAUSE APPLIES TO "PORTS ACTIVE" LINE ITEMS**11.03-9.100 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)**

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

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

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

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

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

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

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

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

(DESC 52.212-9F52)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

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

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

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

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

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

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L5.01-1	FAR 52.233-9000	AGENCY PROTESTS - DLAD
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS
Under paragraph (c) "The telephone number of receiving facsimile equipment is <u>703-767-8506</u> ."		
M2.11	FAR 52.212-2	EVALUATION – COMMERCIAL ITEMS

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE
F105	FAR 52.211-16	VARIATION IN QUANTITY

Under paragraph (b) "The permissible variation shall be limited to—

10 Percent increase

10 Percent decrease

This increase or decrease shall apply **to each delivery order.**"

I11.04	FAR 52.242-13	BANKRUPTCY
I12.02	DFARS 252233-7001	CHOICE OF LAW (OVERSEAS)
I28.21	FAR 52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS
I33	FAR 52.232-17	INTEREST
I84	FAR 52.216-21	REQUIREMENTS

Under paragraph (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 **30 days after the end of the ordering period.**"

I211	FAR 52. 216-18	ORDERING
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Under paragraph (a) "Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 01, 2002 through June 30, 2005."

(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)

I86.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DESC AUG 1990)

- (a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.
- (b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor—
- (1) Any order for a single item for a single delivery point in excess of **15% of the estimated 3 year requirement**;
 - (2) Any order for a combination of items for a single delivery point in excess of **15% of the estimated 3 year requirement**; or
 - (3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.
- (c) 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 the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FK5)

I179 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.

I179 (CONT'D)

(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)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I190.06 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)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

EXHIBIT A

AGGREGATE GROUP NUMBER	GEOGRAPHIC REGIONS	GROUP LINE ITEMS
1	SICILIA	500-, 501-, 505-, 510- and 511-
2	SARDEGNA	514-, 515-, 516-, 517-, 518-, 519-, 520-, 750- and 751-
3	PUGLIA - LAZIO	535-, 538-, 539-, 541-, 542-, 543-, 760- and 761- -
4	CAMPANIA	547-, 552-, 553-, 554-, 555-, 557-, 558-, 560-, 561-, 565-, 566-, 570-, 571-, 577-, 578-, 579-, 580- and 610-*
5	TOSCANA - LIGURIA	001-, 002, 005-, 015-, 020-, 770-, 771- and 605-
6	VENETO - TRENTINO AND LOMBARDIA	022-, 023, 025-, 026-, 027-, 590-, 592-, 593-, 594-, 597-, 598-, 599, -780-, 781-, 782-, 783-, 790-, 791- and 810-
7	FRIULI - VENEZIA GIULIA	800-, 801- and 802-

* The FOB Origin Items are applicable country-wide, but are combined with the Campania region for evaluation purposes.