

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 49 PAGES	
2. AMENDMENT/MODIFICATION NO. <b>0003</b>		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. <b>SP0600-02-0102</b>		5. PROJECT NO. (If applicable) <b>PUERTO RICO/ VIRGIN ISLANDS</b>
6. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 G. MOORE / DESC-PLB 703-767-9527</b>		CODE <b>SP0600</b>		7. ADMINISTERED BY (If other than Item 6)		CODE
		<b>P.P. 3.11</b>				
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				<input checked="" type="checkbox"/> 9a. AMENDMENT OF SOLICITATION NO. <b>SP0600-02-R-0024</b>		
				9b. DATED (SEE ITEM 11) <b>29 NOVEMBER 2001</b>		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
BIDDER CODE:		CAGE CODE:				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
2. ACCOUNTING AND APPROPRIATION DATA (If required)						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>PUERTO RICO/VIRGIN ISLANDS Purchase Program 3.11</b>						
<b>A.</b> This is Amendment 0003 to the Solicitation. All Offerors must acknowledge receipt of this amendment by completing block 8 above, signing and dating blocks 15A, 15B, and 15C. below. Please submit completed copy of page 1 to DESC-PLC via facsimile at (703) 767-8506. <b>The Closing Date of 10 January 2002 is <u>not</u> extended.</b>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER <b>KATHRYN R. RISO</b>		
15B. NAME OF CONTRACTOR/OFFEROR <b>BY _____</b> (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <b>BY _____</b> (Signature of Contracting Officer)		16C. DATE SIGNED

**B. IMPORTANT NOTICE: PORTS** (Paperless Ordering and Receipts Transaction Screens) will apply to all DESC Funded items under this solicitation and is expected to be implemented as soon as possible after an award resulting from this solicitation. PORTS is an internet-based application designed to electronically process fund transactions (orders, receipt documentation and contractor invoices) for DESC funded line items - Air Force, Army, Navy, Marine and other DoD items. Please carefully review Clauses I1.03-8, I1.03-9, G150.03 and G150.03-1 that address electronic submission of invoices and payment under **PORTS. Delivery Narrative's** on twenty-nine (29) DESC funded line items are deleted and replaced with revised Delivery Narrative's that reflect the inclusion of the term **\*\* PORTS ACTIVE \*\***. Narratives are in full text on pages 4 through 15.

C. The following Clauses are hereby **added** to the Solicitation, included in full text in this amendment, and/or are Incorporated by Reference (IBR), with fill-ins annotated in Clause I.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999): [NOTE: IBR Clauses are not included in full text in this Amendment]

1. Clause B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999).
2. Clause E12 POINT OF ACCEPTANCE (DESC MAY 1969).
3. Clause E18.01 INSPECTION SYSTEM (DESC DEC 1993).
4. Clause G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999). **IBR**
4. Clause G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999). **IBR**
5. Clause G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999). **IBR**
7. Clause G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999). **IBR**
8. Clause G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998).
9. Clause G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC DEC 2001).
10. Clause I1.01-1 DEFINITIONS (BULK) (DESC JUL 1996).
11. Clause I1.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001).
12. Clause I1.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC JUN 2001).
13. Clause I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001). **IBR**
14. Clause I1.22.1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997). **IBR**
15. Clause I33 INTEREST (JUN 1996). **IBR**

16. Clause I174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999).

17. Clause L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999).

18. Clause L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999).

B. The following clauses have been **revised** and the updated versions apply as follows: [Full text versions are included in this Amendment]:

1. Clause I1.03-3 MAR 2001 is deleted and replaced by Clause I1.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC DEC 2001).

2. Clause G150.06 MAY 2001 is deleted and replaced by Clause G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 2002).

2. Clause G150.11 MAY 2001 is deleted and replaced by Clause G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2001).

3. Clause I28.02-2 FEB 2001 is deleted and replaced by Clause I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC NOV 2001).

5. Clause I28.03-2 AUG 2001 is deleted and replaced by Clause I28.03-2 TAX EXEMPTION CERTIFICATES (DESC NOV 2001).

C. The following clauses are hereby **added to the Offeror Submission Package (OSP)** and require fill-in or certification in addition to the acknowledgement of this Amendment:

1. C16.69 FUEL SPECIFICATIONS (DESC JAN 1997) is deleted and replaced by Clause C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 2001) and further this clause is moved from full text in the Solicitation to the OSP.

2. Clause I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998).

3. K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999).

4. K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999).

5. K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) originally listed in the index for the OSP but inadvertently not included is hereby added to the OSP.

6. K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998).

7. Clause L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001) is moved from full text in the Solicitation to the OSP.

8. Clause L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997).

D. The following full text clauses are **deleted** from the Solicitation as full text and are **added** as incorporated by reference (IBR) to Clause I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999). Additionally, note that Clauses I1.04 and I1.05 are hereby **updated** and that the Dec 2001 and Nov 2001 versions of the clauses (as listed in Clause I1.20-1) apply to this Solicitation.

1. Clause E5 INSPECTION OF SUPPLIES – FIXED-PRICE (AUG 1996). **IBR**

2. Clause I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2001). **IBR**

3. Clause I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001). **IBR**

4. I84 REQUIREMENTS (OCT 1995). **IBR**

5. Clause I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000). **IBR**

6. Clause I211 ORDERING (OCT 1995). **IBR**

7. Clause I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999). **IBR**

8. Clause I240.01 NOTICE OF PRICE ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998). **IBR**

F. Clause I1.20-1 is revised to include additional IBR clauses noted in paragraph C. and to list fill-ins that apply to all IBR clauses. Revised clause is included in full text.

G. Index of the above changes is provided for this Amendment on pages 4-7 to clarify all the clauses changes. All other Solicitation information remains unchanged.



**AMENDMENT 0003 -- INDEX**

**POSTAWARD CONTINUED**

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**ADDENDUM #2 -- POSTAWARD CONTRACT CLAUSES**

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G9.09	PAYMENT OF ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	IBR
G9.11	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)	IBR
G9.14	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999).	IBR
G150.03	ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)	26
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**ADDENDUM #2 -- POSTAWARD CONTRACT  
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I28.02-2	FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC NOV 2001)	36
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I33	INTEREST (JUN 1996)	IBR
I84	REQUIREMENTS (OCT 1995)	IBR
I171.01-2	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)	IBR
I174.06	MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)	37
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I238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	IBR
I240.01	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998)	OSP-45

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B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)

(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) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

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

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(DESC 52.207-9F00)

ITEM NUMBER	ESTIMATED QUANTITY	UI
-----		
UNITED STATES ARMY		
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FT BUCHANAN, PR, ARMY, SUPPLY SUPPORT ACTIVITY (SSA), BLDG 509 PUERTO RICO DELIVERY DODAAC: WF3HB0 BILLING DODAAC : WF3HB0 ORDERING OFFICE: 787-707-3560		
145-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	30,000 GL
	TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200 MONDAY THRU FRIDAY 1300-1500 MONDAY THRU FRIDAY AVERAGE DELIVERY: 1,000 GALLONS MINIMUM DELIVERY: 500 GALLONS MAXIMUM DELIVERY: 2,000 GALLONS	
145-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
	TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200 MONDAY THRU FRIDAY 1300-1500 MONDAY THRU FRIDAY AVERAGE DELIVERY: 1,000 GALLONS MINIMUM DELIVERY: 500 GALLONS MAXIMUM DELIVERY: 2,000 GALLONS NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 145-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	

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ITEM  
 NUMBER

ESTIMATED  
 QUANTITY UI

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 ARMY NATIONAL GUARD  
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145-68 DIESEL FUEL #2, LOW SULF (LS2) 240,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
 2/5,000 GALLON TANK TRAILER (TOP LOADING)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0800-1130 MONDAY THRU FRIDAY  
 1300-1530 MONDAY THRU FRIDAY  
 AVERAGE DELIVERY: 5,000 GALLONS  
 MINIMUM DELIVERY: 2,000 GALLONS  
 MAXIMUM DELIVERY: 10,000 GALLONS

\*\*\*\*\*

GURABO  
 PR, ARMY NG, ARMY GARRISON, 192ND SPT BN, ST ROAD 130, CO A (FOR  
 USPFO, PUERTO RICO)  
 GURABO MUNICIPALITY  
 DELIVERY DODAAC: W80Y5J  
 BILLING DODAAC : WF3SCY  
 ORDERING OFFICE: 787-793-0909 EXT 228

170-24 GASOHOL, REG UNL (GUR) 20,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
 1/2,000 GALLON TANK TRAILER  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500

170-28 GASOLINE, REG UNL (MUR) 0 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
 1/2,000 GALLON TANK TRAILER  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500  
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
 170-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
 COST TO THE GOVERNMENT.

170-68 DIESEL FUEL #2, LOW SULF (LS2) 80,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
 7/5,000 GALLON TANK TRAILER  
 1/2,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500

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ARMY NATIONAL GUARD  
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HUMACAO  
PR, ARMY NG, 892D ENGR CO (FOR USPFO, PUERTO RICO)  
HUMACAO MINICIPALITY  
DELIVERY DODAAC: WF3MN9  
BILLING DODAAC : WF3CSY  
ORDERING OFFICE : 787-277-7654  
ALT ORDERING OFFICE: 787-289-1557  
ORDERING DODAAC : WF3SCY

171-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/METER AND DACO CERTIFICATION  
INTO  
1/2,500 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 MONDAY TO FRIDAY

\*\*\*\*\*

JUANA DIAZ,  
PR, ARMY NG, FORT ALLEN, (FOR USPFO, PUERTO RICO)  
JUANA DIAZ MUNICIPALITY  
DELIVERY DODAAC: WF3TPS  
BILLING DODAAC : WF3SCY  
ORDERING OFFICE : 787-277-7657  
ALT ORDERING OFFICE: 787-289-1657

200-24 GASOHOL, REG UNL (GUR) 30,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
1/5,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY

200-28 GASOLINE, REG UNL (MUR) 0 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
1/5,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING  
HOLIDAY  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
200-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

200-68 DIESEL FUEL #2, LOW SULF (LS2) 120,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/DACO CERTIFICATION INTO  
1/25,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY

ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- ARMY NATIONAL GUARD -----		
	MAYAGUEZ PR, ARMY NG, HHC 1ST BN 29TH INF(AASLT) (FOR USPFO PUERTO RICO) MAYGUEZ MUNICIPALITY DELIVERY DODAAC: W80Y54 BILLING DODAAC : WF3SCY ORDERING OFFICE : 787-277-7627 ALT ORDERING OFFICE: 787-289-1557		
240-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***	40,000	GL
	TANK WAGON (TW), W/DACO CERTIFICATION INTO 1/4,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY		
*****			
	SALINAS, PR, ARMY NG, MATES, (FOR USPFO, PUERTO RICO) SALINAS MUNICIPALITY DELIVERY DODAAC: W90BB8 BILLING DODAAC : WF3SCY ORDERING OFFICE : 787-277-7657 ALT ORDERING OFFICE: 787-289-1557		
250-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	30,000	GL
	TANK WAGON (TW), W/DACO CERTIFICATION INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY		
250-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0	GL
	TANK WAGON (TW), W/DACO CERTIFICATION INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 250-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		
250-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***	100,000	GL
	TANK WAGON (TW), W/DACO CERTIFICATION INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY		

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ITEM  
 NUMBER

ESTIMATED  
 QUANTITY UI

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 ARMY NATIONAL GUARD  
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SALINAS,  
 PR, ARMY NG, HHD SALINAS TRAINING SITE, ANNUAL FIELD TRAINING, CAMP  
 SANTIAGO, BUILDING 100, (FOR USPFO, PUERTO RICO)  
 SALINAS MUNICIPALITY  
 DELIVERY DODAAC: W80290  
 BILLING DODAAC : WF3SCY  
 ORDERING OFFICE: 787-793-0909 EXT 228

251-24 GASOHOL, REG UNL (GUR) 20,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/DACO CERTIFICATION INTO  
 1/2,000 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500 / 7 DAYS EXCLUDING  
 HOLIDAY

251-28 GASOLINE, REG UNL (MUR) 0 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/DACO CERTIFICATION INTO  
 1/2,000 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING  
 HOLIDAY  
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
 251-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
 COST TO THE GOVERNMENT.

251-68 DIESEL FUEL #2, LOW SULF (LS2) 220,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/DACO CERTIFICATION INTO  
 2/25,000 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY

SAN JUAN,  
 PR, ARMY NG, HATO REY, 2ND BN, 162D ARTY, (FOR USPFO, PUERTO RICO)  
 SAN JUAN MUNICIPALITY  
 DELIVERY DODAAC: W80Y46  
 BILLING DODAAC : WF3SCY  
 ORDERING OFFICE : 787-793-0909 EXT 228  
 ALT ORDERING OFFICE: 787-289-1557

275-68 DIESEL FUEL #2, LOW SULF (LS2) 50,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
 1/5,000 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY

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ARMY NATIONAL GUARD  
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VEGA BAJA,  
PR, ARMY NG, GARRISON HQ 130TH ENGINEER BN, CAMP TORTUGUERO, (FOR  
USPFO, PUERTO RICO)  
VEGA BAJA MUNICIPALITY  
DELIVERY DODAAC: WF3MPM  
BILLING DODAAC : WF3SCY  
ORDERING OFFICE : 809-793-0909 EXT 228  
ALT ORDERING OFFICE: 787-289-1557

310-24 GASOHOL, REG UNL (GUR) 20,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
1/2,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY

310-28 GASOLINE, REG UNL (MUR) 0 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
1/2,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING HOLIDAY  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
310-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

310-68 DIESEL FUEL #2, LOW SULF (LS2) 60,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/DACO CERTIFICATION INTO  
1/3,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500 7 DAYS EXCLUDING  
HOLIDAY

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AGUADA,  
PR, NAVY, NAVAL VLF TRANSMITTER FAC  
AGUADILLA DISTRICT  
DELIVERY DODAAC: N00743  
BILLING DODAAC : N00743  
ORDERING OFFICE: 787-865-3122/4980

525-70 DIESEL FUEL #2, HIGH SUL (HS2) 30,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
1/20,000 GALLON TANK  
LOADING-RACK METERED DELIVERY  
TICKETS REQUIRED.  
ANTICIPATE 0% ON HIGHWAY USE  
NOTE: FUEL USED IN GENERATORS.

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UNITED STATES NAVY  
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CEIBA,  
PR, NAVY, ROOSEVELT ROADS, NAVAL STATION  
HUMACAO DISTRICT  
DELIVERY DODAAC: N00389  
BILLING DODAAC : N00389  
ORDERING OFFICE: 787-865-4080

550-24 GASOHOL, REG UNL (GUR) 1,440,000 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
1/50,000 GALLON TANK  
ANTICIPATE 95% ON HIGHWAY USE  
LOADING RACK METERED DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0700-1430 MONDAY THRU FRIDAY  
AVERAGE DELIVERY: 12,000 GALLONS  
MINIMUM DELIVERY: 10,000 GALLONS  
MAXIMUM DELIVERY: 12,500 GALLONS  
1) NO PUMP REQUIRED. DELIVERY MAY BE MADE BY  
GRAVITY FEED.  
2) 4" RECEIPT LINE.  
3) RECEIPT LINE CONNECTION HAS 4" FEMALE CAMLOCK  
FITTING.  
4) MAX 25 FEET OF HOSE AND PROPER FITTINGS  
REQUIRED TO MAKE CONNECTION.  
THIS FUEL IS CAPITALIZED  
UPON ENTERING THE BASE PROCEDE TO BUILDING 192,  
FUELS OFFICE FOR ACCEPTANCE.

550-28 GASOLINE, REG UNL (MUR) 0 GL  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
1/50,000 GALLON TANK  
ANTICIPATE 95% ON HIGHWAY USE  
LOADING RACK METERED DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0700-1430 MONDAY THRU FRIDAY  
AVERAGE DELIVERY: 12,000 GALLONS  
MINIMUM DELIVERY: 10,000 GALLONS  
MAXIMUM DELIVERY: 12,500 GALLONS  
1) NO PUMP REQUIRED. DELIVERY MAY BE MADE BY  
GRAVITY FEED.  
2) 4" RECEIPT LINE.  
3) RECEIPT LINE CONNECTION HAS 4" FEMALE CAMLOCK FITTING.  
4) MAX 25 FEET OF HOSE AND PROPER FITTINGS REQUIRED TO MAKE CONNECTION.  
THIS FUEL IS CAPITALIZED  
UPON ENTERING THE BASE PROCEDE TO BUILDING 192,  
FUELS OFFICE FOR ACCEPTANCE.  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
550-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

SP0600-02-R-0024  
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 UNITED STATES NAVY  
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CEIBA,  
 PR, NAVY, ROOSEVELT ROADS, NAVAL STATION  
 HUMACAO DISTRICT  
 DELIVERY DODAAC: N00389  
 BILLING DODAAC : N00389  
 ORDERING OFFICE: 787-865-4080

550-68 DIESEL FUEL #2, LOW SULF (LS2) 288,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
 1/50,000 GALLON TANK  
 ANTICIPATE 75% ON HIGHWAY USE  
 LOADING RACK METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1430 MONDAY THRU FRIDAY  
 0700-1500 WEEKENDS  
 AVERAGE DELIVERY: 10,000 GALLONS  
 MINIMUM DELIVERY: 9,500 GALLONS  
 MAXIMUM DELIVERY: 12,500 GALLONS  
 1) NO PUMP REQUIRED. DELIVERY MAY BE MADE BY GRAVITY FEED.  
 2) 4" RECEIPT LINE.  
 3) RECEIPT LINE CONNECTION HAS 4" FEMALE CAMLOCK FITTING.  
 4) MAX 25 FEET OF HOSE AND PROPER FITTINGS  
 REQUIRED TO MAKE CONNECTION.  
 THIS FUEL IS CAPITALIZED  
 UPON ENTERING THE BASE PROCEED TO BUILDING 192,  
 FUELS OFFICE FOR ACCEPTANCE

550-681 DIESEL FUEL #2, LOW SULF (LS2) 1,152,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
 1/5,000 GALLON TANK BLDG 1808, GALLEY BOILER  
 1/1,000 GALLON TANK BLDG 1808, GALLEY  
 1/250 GALLON TANK BLDG 1796, EXCHANGE  
 1/1,000 GALLON TANK BLDG 1688, BOQ  
 1/250 GALLON TANK BLDG 1685, COMSOLANT  
 1/100 GALLON TANK BLDG 2282, NSWU4  
 1/100 GALLON TANK BLDG 2276, NSWU4  
 1/100 GALLON TANK MEDICAL BLDG 2277, NSWU4  
 1/100 GALLON TANK BLDG 792, DIVE LOCKER, NSWU4  
 1/100 GALLON TANK BLDG 2234, DIVE LOCKER, NSWU4  
 1/400 GALLON TANK BLDG 598, BASE ADMINISTRATION  
 1/250 GALLON TANK BLDG 296, RADIO STA  
 1/1,000 GALLON TANK BLDG 31, PUBLIC WORKS  
 1/1,500 GALLON TANK BLDG 2045, RADAR SITE  
 1/250 GALLON TANK BLDG 1807, SECURITY DISPATCH  
 1/2,000 GALLON TANK BLDG 1757, WATER TREATMENT PLANT  
 1/250 GALLON TANK BLDG 646, GATE #3  
 1/250 GALLON TANK BLDG 1209, BARRACKS  
 1/2,000 GALLON TANK BLDG 2302, SECURITY (A/F)  
 1/1,000 GALLON TANK BLDG 731, BUNDY BARRACKS  
 1/1,000 GALLON TANK BLDG 732, BUNDY BARRACKS  
 1/1,000 GALLON TANK BLDG 733, BUNDY BARRACKS  
 1/1,000 GALLON TANK BLDG 734, BUNDY BARRACKS  
 1/350 GALLON TANK BLDG 827, BRAVO BASE  
 1/500 GALLON TANK BLDG 860, DRONE SHOP

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 UNITED STATES NAVY  
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550-681

Continued

1/560 GALLON TANK BLDG 2339, MINI MART  
 1/100 GALLON TANK BLDG 1207, SUPPLY  
 1/75 GALLON TANK BLDG 2252, SURFACE OPS  
 1/2,000 GALLON TANK BLDG 2394, COMMISARY  
 1/250 GALLON TANK BLDG 1203, GATE #1  
 1/550 GALLON TANK BLDG 1758, HOUSING TREATMENT PLANT  
 1/250 GALLON TANK BLDG 2314, MWR  
 1/500 GALLON TANK BLDG 2415, FUEL SUPPORT CRASH CREW  
 1/500 GALLON TANK BLDG 2369, CRASH RESCUE  
 1/1,000 GALLON TANK BLDG 560, SOCSOUTH  
 1/700 GALLON TANK BLDG 1686, FBI  
 1/250 GALLON TANK BLDG 519, 7TH AB  
 1/250 GALLON TANK BLDG 2357, USMC  
 1/100 GALLON TANK BLDG 2439, HOUSING OFFICE  
 1/2,500 GALLON TANK BLDG 1090A, MSR MARINA  
 1/1,500 GALLON TANK BLDG 1090B, MWR MARINA  
 1/70 GALLON TANK BLDG 1810, HOSPITAL  
 1/1,250 GALLON TANK BLDG 1810, HOSPITAL  
 1/6,000 GALLON BELOW GROUND TANK BLDG 124, TANK  
 124C, FUELS DIV SERVICE STATION  
 1/2,000 GALLON TANK BLDG 2394, COMMISSARY REEFERS  
 1/550 GALLON ABOVE GROUND TANK(S) BLDG 2019, PWD  
 EMERGENCY GENERATOR  
 1/1,000 GALLON ABOVE GROUND TANK(S) BLDG 3047, AST  
 3138, CAMP MOSCRIP BOILER  
 1/250 GALLON ABOVE GROUND TANK(S) BLDG 827, AST  
 827B, CRASH CREW FIRE TRAINING  
 1/350 GALLON ABOVE GROUND TANK(S) BLDG 2369, AST  
 2370, CRASH CREW EMERGENCY GENERATOR  
 1/2,500 GALLON BELOW GROUND TANK BLDG 124, TANK  
 124A, FUEL DIV SERVICE STATION  
 1/1,000 GALLON TANK BLDG 729, VAST, PWD BOILER  
 1/1,000 GALLON TANK BLDG 731, VAST, PWD BOILER  
 1/1,000 GALLON TANK BLDG 732, VAST, PWD BOILER  
 1/1,000 GALLON TANK BLDG 733, VAST, PWD BOILER  
 1/1,000 GALLON TANK BLDG 734, VAST, PWD BOILER  
 1/4,000 GALLON BELOW GROUND TANK BLDT 774, PWD  
 EMERGENCY GENERATOR  
 1/550 GALLON TANK BLDG 790, PWD EMERGENCY  
 GENERATOR  
 1/310 GALLON TANK BLDG 798, PWD EMERGENCY  
 GENERATOR  
 1/500 GALLON BELOW GROUND TANK BLDG 88, PWD  
**EMERGENCY GENERATOR**  
 1/1,000 GALLON BELOW GROUND TANK BLDG EARTH, PWD  
 EMERGENCY GENERATOR  
 1/2,000 GALLON TANK BLDG 1729, VAST, AFWTF  
 EMERGENCY GENERATOR  
 1/5,000 GALLON TANK BLDG 2014, VAST, AFWTF  
 EMERGENCY GENERATOR  
 1/600 GALLON TANK BLDG 2037, VAST, AFWTF EMERGENCY  
 GENERATOR  
 1/350 GALLON TANK BLDG 2228, VAST, AFWTF EMERGENCY  
 GENERATOR  
 1/5,000 GALLON TANK BLDG 2293, VAST, AFWTF  
 EMERGENCY GENERATOR

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Continued  
 1/300 GALLON TANK BLDG 296, VAST, AFWTF EMERGENCY GENERATOR  
 1/400 GALLON ABOVE GROUND TANK(S) BLDG 2021, PWD  
 EMERGENCY GENERATOR  
 1/1,000 GALLON TANK BLDG 2302, VAST, PWD EMERGENCY GENERATOR  
 1/750 GALLON TANK BLDG 2303, VAST, PWD BOILER  
 1/610 GALLON TANK BLDG 2303 AST 2303EX, PWD BOILER  
 1/550 GALLON BELOW GROUND TANK BLDG 2357, PWD BOILER  
 1/360 GALLON ABOVE GROUND TANK(S) BLDG 2360, PWD  
 EMERGENCY GENERATOR  
 1/310 GALLON ABOVE GROUND TANK(S) BLDG 2361, PWD  
 EMERGENCY GENERATOR  
 1/200 GALLON ABOVE GROUND TANK(S) BLDG 2394, AST  
 2394A, PWD EMERGENCY GENERATOR  
 1/2,000 GALLON ABOVE GROUND TANK(S) BLDG 2360, AST  
 2394B, PWD EMERGENCY GENERATOR  
 1/250 GALLON ABOVE GROUND TANK(S) BLDG 296, PWD  
 EMERGENCY GENERATOR  
 1/1,000 GALLON ABOVE GROUND TANK(S) BLDG 31, AST  
 31-1, PWD EMERGENCY GENERATOR  
 1/250 GALLON ABOVE GROUND TANK(S) BLDG 460, PWD  
 EMERGENCY GENERATOR  
 1/550 GALLON ABOVE GROUND TANK(S) BLDG 542, PWD  
 EMERGENCY GENERATOR  
 1/250 GALLON ABOVE GROUND TANK(S) BLDG 161, PWD  
 EMERGENCY GENERATOR  
 1/10,000 GALLON BELOW GROUND TANK BLDG 1686, PWD BOILER  
 1/1,000 GALLON ABOVE GROUND TANK(S) BLDG 1691,  
 AFWTF EMERGENCY GENERATOR  
 1/1,000 GALLON ABOVE GROUND TANK(S) BLDG 2019,  
 AFWTF EMERGENCY GENERATOR  
 ANTICIPATE 0% ON HIGHWAY USE  
 LOADING RACK METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1530 MONDAY THRU FRIDAY  
**AUTOMATIC FILL**  
 THIS FUEL IS CAPITALIZED  
 UPON ENTERING THE BASE PROCEED TO BUILDING 192,  
 FUELS OFFICE FOR ACCEPTANCE

EL YUNQUE,  
 PR, NAVY, FAA, WAAS RADAR, RCAG BUILDING, PICO DEL ESTE  
 RIO GRANDE MUNICIPALITY  
 DELIVERY DODAAC: N0017A  
 BILLING DODAAC : N0017A  
 ORDERING OFFICE: 787-865-4317

600-68 DIESEL FUEL #2, LOW SULF (LS2) 68,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/DACO CERTIFICATION INTO  
 1/10,000 GALLON TANK  
 1/3,000 GALLON TANK  
 1/1,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED FOR EACH TANK  
 NOTE: FUEL USED IN GENERATORS.  
 MULTIPLE DROP

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 UNITED STATES NAVY  
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FREDERIKSTED,  
 VI, NAVY, UNDERWATER RANGE, SPRATT HALL, (FOR ATLANTIC FLEET WEAPONS  
 TRAINING FAC)  
 PUERTO RICO  
 DELIVERY DODAAC: N0017A  
 BILLING DODAAC : N0017A  
 ORDERING OFFICE: 787-865-4317/7023

701-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***	40,000 GL
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TANK WAGON (TW), INTO  
 1/8,000 GALLON ABOVE GROUND TANK(S) LOCATED AT  
 SPRATT HALL  
 1/5,000 GALLON ABOVE GROUND TANK(S) LOCATED AT  
 ST.  
 GEORGE HILL (APPROX 8 MILES FROM SPRATT HALL)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 NOTE: FUEL USED IN GENERATORS

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ISABELA,  
 PR, NAVY, NAVY TRANSMITTER FAC  
 AGUADILLA DISTRICT  
 DELIVERY DODAAC: N00743  
 BILLING DODAAC : N00743  
 ORDERING OFFICE : 787-865-3122/4980  
 ALT ORDERING OFFICE: 767-865-2000

575-70	DIESEL FUEL #2, HIGH SUL (HS2) ***PORTS ACTIVE***	40,000 GL
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TANK TRUCK (TT), WITH METER INTO  
 1/30,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 NOTE: FUEL USED IN GENERATORS.

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SABANA, SECA,  
 PR, NAVY, NAVY SECURITY GROUP ACTIVITY  
 TAO BAJA MUNICIPALITY  
 DELIVERY DODAAC: N66754  
 BILLING DODAAC : N66754  
 ORDERING OFFICE: 787-261-8338

625-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	48,000 GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
 1/6,000 GALLON TANK  
 1/500 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED

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SABANA, SECA,  
 PR, NAVY, NAVY SECURITY GROUP ACTIVITY  
 (Continued - DODAACs and Phone No. prior page)

625-28 GASOLINE, REG UNL (MUR) 0 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/PUMP AND METER INTO  
 1/6,000 GALLON TANK  
 1/500 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
 625-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
 COST TO THE GOVERNMENT.

625-68 DIESEL FUEL #2, LOW SULF (LS2) 96,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/PUMP INTO  
 1/10,000 GALLON TANK IN SECURITY AREA  
 1/6,000 GALLON TANK ON BASE  
 1/4,000 GALLON TANK ON BASE  
 ANTICIPATE 10% ON HIGHWAY USE  
 MULTIPLE DROP

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SALINAS  
 PR, NAVY, NAVY RECEIVING SITE, BLDG 600, CAMP SANTIAGO  
 CEIBA DISTRICT OR MUNICIPALITY  
 DELIVERY DODAAC: N00743  
 ORDERING OFFICE: 787-865-3122

630-70 DIESEL FUEL #2, HIGH SUL (HS2) 27,000 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), INTO  
 1/10,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

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VIEQUES  
 PR, NAVY, RAYTHEON ROTHER SITE, BLDG 2037, ROAD 200  
 VIEQUES MUNICIPALITY  
 DELIVERY DODAAC: N45854  
 BILLING DODAAC : N45854  
 ORDERING OFFICE: 757-421-6390

656-94 DIESEL FUEL, LS#2 (DYED) (LSS) 4,800 GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), (FILLER NECKS ON TANKS ARE 1.5  
 INCHES) INTO  
 1/366 GALLON TANK DAY TANK ON GENERATOR  
 4/250 GALLON TANKS  
 ANTICIPATE 0% ON HIGHWAY USE

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ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- UNITED STATES NAVY -----		
	VIEQUES ISLAND, PR, NAVY, CERRO MATIAS VIEQUES MUNICIPALITY DELIVERY DODAAC: N0017A BILLING DODAAC : N0017A ORDERING OFFICE: 787-865-4317/7023		
655-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***  TANK TRUCK (TT), W/DACO CERTIFICATION INTO 2/4,000 GALLON TANKS ANTICIPATE 60% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH TANK MULTIPLE DROP	20,000	GL
655-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***  TANK TRUCK (TT), W/DACO CERTIFICATION INTO 2/4,000 GALLON TANKS ANTICIPATE 60% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH TANK MULTIPLE DROP NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 655-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL
655-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***  TANK TRUCK (TT), W/DACO CERTIFICATION INTO 1/15,000 GALLON TANK 1/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH TANK NOTE: FUEL USED IN GENERATORS. MULTIPLE DROP	100,000	GL

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

**(a) INSPECTION/ACCEPTANCE.**

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

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

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

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

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

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

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

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

(1) Name and address of the Contractor;

(2) Invoice date;

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

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

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

(6) Terms of any prompt payment discount offered;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)**

**(a) INSPECTION/ACCEPTANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC JUN 2001)**

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

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

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

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

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

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

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

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

(DESC 52.212-9F52)

**L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)**

Subparagraph (b)(3) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

(DESC 52.216-9F10)

**L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)**

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

**ADDENDUM #2 POSTAWARD CONTRACT CLAUSES**

**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)

**E18.01 INSPECTION SYSTEM (DESC DEC 1993)**

(a) Records on product supplied to the U.S. Government by the Contractor or subcontractor (including supplier) shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract. The Government reserves the right to perform Quality Inspection at all times and places. The Federal Acquisition Regulation requires that such records be maintained for a period of four years if this contract contains any of the following clauses: AUDIT - SEALED BIDDING; AUDIT - NEGOTIATION; or EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL.

(b) The Contractor shall furnish hereunder, from time to time, samples of each product or grade of product to be furnished under this contract at the request of, and in the manner and to the place designated by, the Quality Representative; PROVIDED, however, that in no event shall the Contractor be required to furnish during the period of this contract more than five 1-gallon samples of each product or grade of product from each facility from which such product is shipped to the Government. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor.

(DESC 52.246-9F95)

**G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)**

(a) **SUBMISSION OF ELECTRONIC INVOICES.**

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

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) **INVOICING ADDRESS.**

(1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

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

(d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.

(e) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries.

Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

(DESC 52.232-9FH5)

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

**APPLICABLE TO DoD ACTIVITIES ONLY.**

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

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

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

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

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

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

**(c) COMMERCIAL RECEIPTS.**

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

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) **PAYMENT.**

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

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

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

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

(DESC 52.232-9FH6)

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

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

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

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

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

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

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

**(2) CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:  
(A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or  
(B) DD Form 1155, Order for Supplies or Services; or  
(C) DD Form 250, Material Inspection and Receiving Report; or  
(D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (the Contractor will prepare and the activity responsible for signing will acknowledge receipt of fuel for tanker and barge deliveries only).

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

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

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

**(3) SUBMISSION OF INVOICES.**

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

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

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

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

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

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

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

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

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

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

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

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

(DESC 52.232-9F90)

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

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

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

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

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

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

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

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

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

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

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

(i) **CERTIFICATION OF RECEIPT.**

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

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

only).

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

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

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

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

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

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

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

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

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

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

(DESC 52.232-9FG5)

**II.01-1 DEFINITIONS (DESC FEB 1998)**

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

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

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

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

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

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

(DESC 52.202-9F10)

**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 STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

CLAUSE II.20-1 CONTINUED -- (1) Solicitation

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISIONS TITLE	DATED
<b>I1.04</b>	FAR 52.212-5	<b>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER – COMMERCIAL ITEMS (b)</b> <ul style="list-style-type: none"> <li>• 52.203-6 Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).</li> <li>• 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).</li> <li>• 52.219-8 Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3))</li> <li>• 52.219-9 Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).</li> <li>• 52.219-14 Limitations on Subcontracting (15 U.S.C. 637(a)(14)).</li> <li>• 52.222-21 Prohibition of Segregated Facilities (Feb 1999).</li> <li>• 52.222-26 Equal Opportunity (E.O. 11246).</li> <li>• 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).</li> <li>• 52.222-36 Affirmative Action for Workers with Disabilities (29 U.S.C. 793).</li> <li>• 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).</li> <li>• 52.232-33 Payment by Electronic Funds Transfer – Central Registration (31 U.S.C. 3332).</li> </ul>	(DEC 2001)
<b>I1.05</b>	DFARS 252.212-7001	<b>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2001) (a)</b> <ul style="list-style-type: none"> <li>• 252/219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)</li> <li>• 252.235-7007 Buy American Act – Trade Agreements Act – Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note)</li> <li>• 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program ([ ] Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).</li> <li>• 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)</li> </ul>	(NOV 2001)
<b>K1.05*</b>	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995)	(NOV 1995)
<b>K2.01*</b>	FAR 52.219-22	SMALL DISADVANTAGED BUSINESS STATUS	(OCT 1998)

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

(2) Contract

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE	DATED
<b>E5</b>	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	(AUG 1996)
<b>G9.09</b>	FAR 52.232-33	PAYMENT OF ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
<b>G9.09-1</b>	FAR 52.232-34	PAYMENT OF ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
<b>G9.11</b>	FAR 52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION <ul style="list-style-type: none"> <li>• Defense Energy Support Center 8725 John J. Kingman Road Ft. Belvoir, VA 22060-6222 Contact: Ms. Gail Moore Phone: (703) 767-9527 gmoore@desc.dla.mil</li> </ul>	(MAY 1999)
<b>G9.14</b>	FAR 52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)	(MAY 1999)
<b>I1.07</b>	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(NOV 2001)
<b>I1.22.1</b>	FAR 52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
<b>I33</b>	FAR 52.232-17	INTEREST	(JUN 1996)
<b>I84</b>	FAR 52.216-18	REQUIREMENTS	(OCT 1995)
<b>I171.01-2</b>	FAR 52.219-9 /ALT II	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)	(JAN 1999/ JAN 1999)
<b>I211</b>	FAR 52.216-18	ORDERING <ul style="list-style-type: none"> <li>• Orders May be Issued from <u>01 APR 2002</u> through <u>31 MARCH 2005</u></li> </ul>	(OCT 1995)
<b>I238.02</b>	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	(JAN 1999)
<b>I240.01*</b>	FAR 52.219-231 Alt I	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I)	(OCT 1999 / OCT 1998)

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

(DESC 52.252-9F08)

**128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC NOV 2001)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

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

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

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

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

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

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

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

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

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

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

(DESC 52.229-9F45)

**I174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)**

(a) **This clause only applies to Federal Civil items that may be contained in this solicitation.**

(b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may not be furnished as a result of an exchange agreement with a large business.

(c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.

(d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
  - (2) Refinery points of contact;
  - (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
  - (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.
  - (e) All other evaluation factors described in this solicitation will apply.
- (DESC 52.219-9F37)

## OFFEROR SUBMISSION PACKAGE (OSP) ADDENDUM

The following clauses are hereby added to the OSP and by submission of your acknowledgment/offer you are stating that all terms and conditions of the solicitation are accepted and apply to your offer – UNLESS – clearly stated within the offer.

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

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

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

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

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

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

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

(DFARS 252.212-7000, tailored)

### **K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)**

#### **SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.**

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

[ ] all

[ ] not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that--

[ ] all

[ ] not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)  
NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.
- (DESC 52.219-9F25)

**K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)**

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **REPRESENTATIONS.**

(1) **GENERAL.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) [ ] It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

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

(2) [ ] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(FAR 52.219-22)

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

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

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

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

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

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

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

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

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

(DESC 52.215-9F80)

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)**

**Check here if not subcontracting with a transportation company in the performance of any resultant contract.**

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

(DESC 52.247-9F60)

**C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 2001)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

(i) *Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.*

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) *For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.*

(2) **OXYGENATE REQUIREMENTS.**

(i) *In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.*

(ii) *Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.*

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

(i) *Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.*

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(ii) *Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.*

(iii) *For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.*

(2) **OXYGENATE REQUIREMENTS.**

(i) *Ethanol concentration shall be between 9 and 11 volume percent.*

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

(1) **OCTANE REQUIREMENTS.**

(i) *Reformulated gasoline shall meet the AKI requirements shown in the table below.*

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) **OXYGENATE REQUIREMENTS.**

(i) *In order to achieve minimum/maximum oxygen content limits specified per Federal, State; and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.*

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

(1) **APPLICABLE TO ALL DIESEL GRADES.**

(i) **ADDITIVES.**

(A) *A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.*

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with the ASTM method D 5006.

(ii) **BLENDING.** *Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.*

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE.** *As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.*

(2) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.
- (iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** Product shall conform to ASTM D 396, as modified by the requirement of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

**NOTES:**

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(4) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(5) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J KINGMAN ROAD SUITE 4950  
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(6) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(7) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

**NOTE:** The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

**THE FOLLOWING CLAUSE APPLIES ONLY TO FEDERAL CIVIL ITEMS CONTAINED IN THE NON-SET-ASIDE PORTION OF THIS ACQUISITION.**

**I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998)**

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

**Small disadvantaged business concern** means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

**Historically black college or university** means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**Minority institution** means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20.U.S.C. 1059c(b)(1)).

**United States** means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

**(b) EVALUATION ADJUSTMENT.**

- (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
  - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));
  - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
  - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
  - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see Sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line up or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

**(c) WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

**(d) AGREEMENTS.**

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;
  - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
  - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
  - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)