

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

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

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

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE
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INSTRUCTIONS

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

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

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>
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6. PROCUREMENT INFORMATION *(X and complete as applicable)*

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

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>		d. E-MAIL ADDRESS	

9. REASONS FOR NO RESPONSE *(X all that apply)*

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION *(X one)*

WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS <i>(Include Zip Code)</i>
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

A. **CLOSING DATE:** The scheduled closing date is July 08, 2003, 3:00 P.M., Local Time, Fort Belvoir, Virginia. **ALL OFFERS MUST BE SIGNED and/or completed in Blocks 30a, 30b and 30c on the SF 1449. Your offer must be submitted in original plus (1) copy of the Offeror Submission Package. Failure to do so may render your offer nonresponsive. The facsimile for submitting your proposal is 703-767-8506.**

B. **FACSIMILE OFFERS:** Facsimile submission of offers for this solicitation is acceptable. Reference Clause L2.11-2, FACSIMILE PROPOSALS. DESC-PLC'S facsimile number is (703) 767-8506. Any offer that is received after 3:00 PM will be considered late and may be determined unacceptable. (See Clause L2.05-5, INSTRUCTION TO OFFERORS)

C. **CERTIFICATIONS:** Offerors should review all clauses in the solicitation, the general information on this DD Form 1707 and the "Offer Submission Package," which contains all clauses that require the offeror to fill in information. Please complete and submit the original "Offer Submission Package" in its entirety as your offer. **Any certification clauses not pertaining to your company should be annotated 'N/A'.** Any certification clauses added and/or revised in any amendment(s) issued to this solicitation must be complete and returned. These clauses may or may not require your completion by entering the necessary information.

D. This is a supplemental Solicitation to Master Solicitation SP0600-02-R-0026. The terms and conditions of solicitation SP0600-02-R-0026, as amended, are incorporated by reference except as indicated herein. **ALL OFFERORS SHALL INCLUDE THE STATEMENT THAT THE "OFFEROR AGREES TO THE TERMS AND CONDITIONS OF SP0600-02-R-0026 AND ALL AMENDMENTS THERETO.**

E. A copy of Solicitation SP0600-02-R-0026 can be down loaded from DESC's web page at <http://www.desc.dla.mil/DCM/DCMSolic.asp?SolicID=303> or you can contact the contract specialist, Marty Pratt at 703-767-9525, fax 703-767-8506 or email: marty.pratt@dla.mil.

F. See Clause B1.01 and B1.01-2 for a revised schedule.

G. **BASE REFERENCE DATE: May 19, 2003**

H. **Important:** For Fuel Ethanol E-85, Line Item 850-E8 (McChord AFB, WA), no base reference price has yet been established under Clause B19.19, Economic Price Adjustment (PC&S) (DESC Jul 1999). Any company offering for the E-85 item should also include a proposed base reference price. The proposed escalator will be subject to negotiation.

I. The Ordering period will be November 1, 2003 through June 30, 2005 for item numbers 620-BD2, 620-BD3, 655-BD1, 780-BD2, L05-BD1 and M65-BD1. The ordering period will be Date of Award through June 30, 2005 for the remaining items in this supplemental solicitation.

J. Any contract awarded to a contractor, who at the time of award was suspended, debarred, or ineligible for receipt of contract with Government Agencies or in receipt of proposed debarment from any Government Agency, is voidable at the option of the Government.

K. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of the Standard Form 1449. If you have a current Government contract (or previously had a Government contract) and do not know what the company's CAGE Code is, please contact Mr. Marty Pratt at (703) 767-9525. If you have not been assigned a CAGE Code, insert the word "NONE" in Block 17a, SF 1449.

L. **CENTRAL CONTRACTOR REGISTRATION (CCR):** Prospective awardees must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation. See Contract Clause **11.07 – REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)**. Registration may be performed via Internet at <http://www.ccr.gov/>

M. Please include your **E-MAIL ADDRESS** and company **WEB SITE ADDRESS** (if you have one) in Block 17a, SF 1449, with your offer.

N. DUNS NUMBER: Please include your company Data Universal Numbering System Number on the cover sheet of you offer.

O. **GASOHOL/GASOLINE ITEMS:** When offering on Gasoline/Gasohol items, please be aware that offers may be submitted on gasoline, gasohol or both. **GASOLINE ITEMS ARE ALTERNATE TO THE CORRESPONDING GASOHOL ITEM** and the same estimated quantity listed under the gasohol item will apply to the gasoline item. **If you are not capable of providing gasohol for the entire contract period, you should offer on the corresponding gasoline item only.** If you offer on both gasoline/gasohol, award will be made based on the best overall value to the Government. **The term "Gasohol" does not mean "Oxygenated Gasoline".**

P. **TAX INFORMATION:** Please refer to Contract Clauses **128.02-2 – FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC FEB 2001)** for specific guidance regarding taxes and fees that are to be included or excluded from your offer price. The taxes addressed in this solicitation are merely examples of the types involved and are not intended to be a complete list. The accuracy of this list is not guaranteed. **It is the offeror's responsibility to ensure all applicable taxes and fees are included or excluded from its offer price.**

Q. The following clauses are hereby deleted:

- B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)
- B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)
- B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)
- C1.02 DODISS SPECIFICATIONS (DESC AUG 2000)
- C16.27 FUEL, BIODIESEL (B20) (DESC MAY 2002)
- C16.69 FUEL SPECIFICATIONS (PC&S) (DESC SEP 2000)
- F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2001)
- I1.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC JUL 2000)
- I1.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC AUG 1999)
- I1.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC JUN 2001)
- I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2001)
- I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)
- I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
- I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)
- I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC MAR 2000)
- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)
- K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)
- L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)
- L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC SEP 2000)

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

B1.01	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)
B1.01-2	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)
B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)
C16.27	FUEL, BIODIESEL (B20) (DESC JAN 2003)
C16.69	FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)
F4	DELIVERY AND ORDERING PERIODS (DESC JUN 2002)
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC SEP 2002)
I1.03-8	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)
I1.03-9	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
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I28.02-2	FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2002)
I238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
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L2.05-5	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)

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

1. Per Subsection 2323(d) of Title 10, United States Code, the SDB Price Evaluation Preference has been suspended for Department of Defense acquisitions effective until February 23, 2004. The SDB preference will only be applied to Federal Civilian Agencies, excluding the United States Postal Service, under this solicitation.
2. The SDB evaluation preference is determined by the **ownership** of the company submitting an offer whereas the HUBZone preference is determined by the **location** of the company submitting an offer and performing the work.
3. In order to receive the HUBZone evaluation preference, an offeror must appear on the Small Business Administration (SBA) **List of Qualified HUBZone Small Business Concerns** at the time of submission of offer **AND** the product offered must be obtained from a manufacturer located in a HUBZONE.
4. **IT IS SOLELY THE OFFEROR'S RESPONSIBILITY TO OBTAIN ENTRY ON THE SBA HUBZONE LIST.** Further information regarding the SBA list and requirements may be obtained at the SBA website at <http://www.sba.gov/hubzone/>.

T. Any questions regarding Small Business, Small Disadvantaged Business or HUBZones should be directed to Ms. Kathy Williams, DESC Small Business Specialist at (800) 523-2601 or (703) 767-9465.

U. **BEST OVERALL VALUE:** Please be advised that the Government intends to award contracts to the responsible offeror(s) that represents the "Best Overall Value." Each offer will be evaluated based on the offeror's record of past performance in addition to price and price related factors.

Please complete the CONTRACTOR PERFORMANCE DATA SHEET (Attachment 3) and return with your offer. The following clauses provide additional information on how your offer will be evaluated and what information should be included in your offer.

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION

M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE

V. For clarification, explanation, or additional information, contact Mr. Marty Pratt at (703) 767-9525; FAX (703) 767-8506; or e-mail: Marty.Pratt@dla.mil (NOTE: e-mail is the preferred method).

W. The Defense Energy Support Center (DESC) contact point and telephone number for emergency situations during after-duty hours:

Command Control Center (CCC)
Telephone: (703) 767-8420 OR (800) 2 TOPOFF

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-02-0103/0104		PAGE 1 OF 54	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-02-R-0026-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARTY PRATT		b. TELEPHONE NUMBER (no collect calls) (703) 767-9525		8. OFFER DUE DATE/ LOCAL TIME 08 JULY 2003 @ 3:00 PM	
9. ISSUED BY DESC-PLC				CODE SP0600		1. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR	
DEFENSE ENERGY SUPPORT CENTER DESC-PLC/ MARTY PRATT 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 E-MAIL: marty.pratt@dla.mil PHONE: (703) 767-9525				PP 3.28		11. DELIVERY FOR FOB DESTINATION UNLESS <input type="checkbox"/> SEE SCHEDULE	
				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS NONE	
				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9	
17a. CONTRACTOR /OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				FAX NO.			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE CLAUSES B1.01 AND B1.01-2 (Attach additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE (1)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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**PREAWARD
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SCHEDULE

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (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) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(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) (COG 8) 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.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government.
(DESC 52.207-9F45)

ITEM NUMBER	ESTIMATED QUANTITY UI

STATE OF IDAHO	

WHITE BIRD, ID, DA, FOR SERVICE, WALLOWA-WHITMAN NATIONAL FOREST, PITTSBURG LANDING, 17 MILES WEST, VIA GRAVEL ROAD IDAHO COUNTY DELIVERY FEDAAC: ORDERING OFFICE: 509-758-0616	
B95-24	20,000 GL
GASOHOL, REG UNL (GUR)	
TANK WAGON (TW), INTO 2/2,000 GALLON TANKS ANTICIPATE 20% ON HIGHWAY USE EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005	
B95-28	0 GL
GASOLINE, REG UNL (MUR)	
TANK WAGON (TW), INTO 2/2,000 GALLON TANKS ANTICIPATE 20% ON HIGHWAY USE EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B95-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	

**ITEM
NUMBER**

**ESTIMATED
QUANTITY UI**

STATE OF MONTANA

FRAZER
MT, DI, BIA, FORT PECK INDIAN AGENCY, ROADS DEPARTMENT
ROOSEVELT COUNTY
DELIVERY FEDAAC: 148664
ORDERING OFFICE:

C50-68 DIESEL FUEL #2, LOW SULF (LS2) 87,000 GL

TANK WAGON (TW), INTO
1/1,500 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY PERIOD: APRIL - SEPTEMBER
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

FRAZER
MT, DI, BIA, FORT PECK AGENCY, ROADS DEPARTMENT AND ROADS
CONSTRUCTION SITE
VALLEY COUNTY
DELIVERY FEDAAC: 148664
ORDERING OFFICE:

C51-68 DIESEL FUEL #2, LOW SULF (LS2) 29,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

C51-94 DIESEL FUEL, LS#2 (DYED) (LSS) 146,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

HARLEM
MT, DI, BIA, FORT BELKNAP AGENCY, ROADS SHOP, 100 BIA ROAD
BLAINE COUNTY
DELIVERY FEDAAC: 148663
ORDERING OFFICE: 406-657-6675

C62-68 DIESEL FUEL #2, LOW SULF (LS2) 11,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF MONTANA

C62-94 DIESEL FUEL, LS#2 (DYED) (LSS) 21,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

HAYS-LODGEPOLE
MT, DI, BIA, FORT BELKNAP AGENCY, CONSTRUCTION SITE, TAKE US HIGHWAY
#2 18.8 MILES EAST OF FORT BELKNAP AGENCY, TURN SOUTH ON BIA ROUTE
8, DRIVE SOUTH 26.3 MILES, TURN WEST APPROX. 300 FEET
BLAINE COUNTY
DELIVERY FEDAAC:
ORDERING OFFICE: 406-657-6675

C75-68 DIESEL FUEL #2, LOW SULF (LS2) 16,000 GL

TANK WAGON (TW), INTO
1/4,500 GALLON FUEL TANKER
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

C75-94 DIESEL FUEL, LS#2 (DYED) (LSS) 236,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON ABOVE GROUND TANK (PORTABLE)
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

LAME DEER
MT, DI, BIA, NORTHERN CHEYENNE AGENCY
ROSEBUD COUNTY
DELIVERY FEDAAC: 140368
ORDERING OFFICE: 406-477-6213

C90-46 FUEL OIL, BURNER #2 (FS2) 18,000 GL
MAX. SULFUR CONTENT 0.05 %

TANK WAGON (TW), INTO
1/10,000 GALLON TANK LOCATED AT CONSTRUCTION SITE
(16-20 MILES SW OF LAME DEER)
1/4,000 GALLON TANK LOCATED AT AGENCY ROADS SHOP
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF MONTANA

POPLAR,
MT, DI, BIA, FORT PECK INDIAN AGENCY, ROADS DEPARTMENT
ROOSEVELT COUNTY
DELIVERY FEDAAC: 140366
ORDERING OFFICE: 406-768-5307

D40-67 DIESEL FUEL #1, LOW SULF (LS1) 18,000 GL

TANK WAGON (TW), INTO
1/1,500 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY PERIOD: OCTOBER - MARCH
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

RONAN,
MT, DOL, KICKING HORSE REGIONAL RESIDENTIAL MANPOWER CENTER
LAKE COUNTY
DELIVERY FEDAAC: 160314
ORDERING OFFICE: 406-644-2217

D50-46 FUEL OIL, BURNER #2 (FS2) 35,000 GL
MAX. SULFUR CONTENT 0.05 %

TANK WAGON (TW), INTO
3/5,000 GALLON TANKS
1/1,500 GALLON TANK
1/1,000 GALLON TANK
1/500 GALLON TANK
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

D50-67 DIESEL FUEL #1, LOW SULF (LS1) 35,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY PERIOD: OCTOBER - MAR
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

D50-68 DIESEL FUEL #2, LOW SULF (LS2) 35,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY: APR - SEP
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF MONTANA

ST MARY,
MT, DI, NATIONAL PARK SERVICE, GLACIER NATIONAL PARK, SAINT MARY
FUEL HOUSE
GLACIER COUNTY
DELIVERY FEDAAC: 140303
ORDERING OFFICE: 406-888-7870

D55-BD1	BIODIESEL B20 (BDI) MAX. CLOUD POINT -20 DEG F FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO STORAGE TANK(S) TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY PERIOD: OCTOBER - APRIL EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005	4,400 GL
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D55-BD2	BIODIESEL B20 (BDI) FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO STORAGE TANK(S) TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY PERIOD: MAY - SEPTEMBER EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005	18,000 GL
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WEST GLACIER,
MT, DI, NATIONAL PARK SERVICE, GLACIER NATIONAL PARK, PARK HQ FUEL
HOUSE 1/2 MILE NORTH
FLATHEAD COUNTY
DELIVERY FEDAAC: 140303
ORDERING OFFICE: 406-888-7870

D85-BD1	BIODIESEL B20 (BDI) MAX. CLOUD POINT -20 DEG F FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO STORAGE TANK(S) TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY PERIOD: OCTOBER - APRIL EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005	13,000 GL
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**ESTIMATED
QUANTITY UI**

STATE OF MONTANA

D85-BD2 BIODIESEL B20 (BDI) 24,000 GL
FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO
STORAGE TANK(S)

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY REQUIRED: MAY - SEPTEMBER
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

STATE OF OREGON

CRATER LAKE
OR, DI, NATIONAL PARK SERVICE, CRATER LAKE NATIONAL PARK, HIGHWAY
62, BLDG #14
KLAMATH COUNTY
DELIVERY FEDAAC: 140404
BILLING FEDAAC : 140404
ORDERING OFFICE: 541-594-3015/3016

E70-24 GASOHOL, REG UNL (GUR) 43,000 GL

TANK WAGON (TW), W/VAPOR RECOVERY EQUIPMENT INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1500 MONDAY THRU THURSDAY
EXCLUDING HOLIDAYS
EST QTY IS FOR 2 YEARS (JUL 2003-JUN 2005)

E70-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/VAPOR RECOVERY EQUIPMENT INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1500 MONDAY THRU THURSDAY
EXCLUDING HOLIDAYS
EST QTY IS FOR 2 YEARS (JUL 2003-JUN 2005)
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E70-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

E70-47 KEROSENE, 1K (KS1) 5,000 GL

TANK WAGON (TW), INTO
6/550 GALLON TANK
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1500 MONDAY THRU THURSDAY
EXCLUDING HOLIDAYS
EST QTY IS FOR 2 YEARS (JUL 2003-JUN 2005)

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**ESTIMATED
QUANTITY UI**

STATE OF OREGON

E70-68 DIESEL FUEL #2, LOW SULF (LS2) 10,000 GL

TANK WAGON (TW), INTO
3/2,000 GALLON TANKS
1/1,500 GALLON TANK
3/1,000 GALLON TANKS
9/550 GALLON TANKS
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1500 MONDAY THRU THURSDAY
EXCLUDING HOLIDAYS
EST QTY IS FOR 2 YEARS (JUL 2003-JUN 2005)

E70-BD BIODIESEL B20 (BDI) 107,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
LOADING RACK METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0700-1500 MONDAY THRU THURSDAY
EXCLUDING HOLIDAYS
EST QTY IS FOR 2 YEARS (JUL 2003-JUN 2005)

POWERS
OR, DA, FOREST SERVICE, SISKIYOU NATIONAL FOREST, POWERS RANGER
STATION
COOS COUNTY
DELIVERY FEDAAC: 1204Q7
BILLING FEDAAC : 1204Q7
ORDERING OFFICE: 541-439-6212

G15-24 GASOHOL, REG UNL (GUR) 26,000 GL

TANK WAGON (TW), INTO
1/2,500 GALLON BELOW GROUND TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

G15-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/2,500 GALLON BELOW GROUND TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
G15-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

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**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

BOTHELL,
WA, FEMA, I-405 NORTH TO EXIT 26, LEFT 1ST LIGHT, RIGHT ON 228TH
STREET TO 4 WAY STOP, TOP OF HILL, GO ONE BLOCK, LEFT INTO GATE
KING COUNTY

DELIVERY FEDAAC: 58805A
ORDERING OFFICE: 540-542-2306
FEMA, ATTN: BUDGET/FISCAL, PO
BOX 129, BERRYVILLE, VA 22611
540-542-2684

J45-68 DIESEL FUEL #2, LOW SULF (LS2) 18,000 GL

TANK WAGON (TW), INTO
1/3,500 GALLON TANK
2/2,200 GALLON TANKS
2/1,250 GALLON TANKS
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY HOURS: 0800-1500
ESCORT REQUIRED
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

LONGMIRE,
WA, DI, NATIONAL PARK SERVICE, HQ AREA, 17 MILES EAST OF ASHFORD
PIERCE COUNTY

DELIVERY FEDAAC: 140513
ORDERING OFFICE: 360-569-2211

L05-BD1 BIODIESEL B20 (BDI) 25,000 GL

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: NOV 2003-JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

PORT ANGELES,
WA, DT, CG, EDIZ HOOKAIR STATION, 6 MILES NORTH
CLALLAM COUNTY
DELIVERY FEDAAC: Z20190
ORDERING OFFICE: 206-457-4401 EXT 252

L56-94 DIESEL FUEL, LS#2 (DYED) (LSS) 36,000 GL

TANK WAGON (TW), INTO
1/4,000 GALLON TANK (DELIVERIES MAY BE REQUIRED
ON A DAILY BASIS WITH SHORT NOTICE FOR THE 4,000
GALLON TANK ONLY)
1/3,500 GALLON TANK
2/1,500 GALLON TANKS
1/700 GALLON TANK
1/500 GALLON TANK
1/400 GALLON TANK
1/300 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

PROSSER
WA, DA, ARS, 24106 N. BUNN RD
BENTON COUNTY
DELIVERY FEDAAC: 120504
BILLING FEDAAC : 120504
ORDERING OFFICE: 509-786-9227

L75-70 DIESEL FUEL #2, HIGH SUL (HS2) 26,000 GL

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

VANCOUVER
WA, DOE, BONNEVILLE POWER ADMINSTRATION, ROSS FACILITY, 5411 NE
HIGHWAY 99
CLARK COUNTY
DELIVERY FEDAAC: 890411
ORDERING OFFICE: 360-418-2442

M65-BD1 BIODIESEL B20 (BDI) 118,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON BELOW GROUND TANK
ANTICIPATE 0% ON HIGHWAY USE
EST DELIVERY IS MONTHLY
DRIVERS REPORT TO SECURITY CHECK POINT ON NORTH
ROAD PRIOR TO DELIVERY.
EST QTY IS FOR DELIVERY PERIOD: NOV 2003-JUN 2005

WAPATO
WA, DA, ARS, 5230 KONNOWAC PASS RD
YAKIMA COUNTY
DELIVERY FEDAAC: 120540
BILLING FEDAAC : 120540
ORDERING OFFICE: 509-454-6560

M67-69 DIESEL FUEL #1, HIGH SUL (HS1) 29,000 GL

TANK TRUCK (TT), W/PUMP AND METER INTO
2/10,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED FOR EACH DROP
DELIVERY REQUIRED: NOV - FEB
MULTIPLE DROP
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

M67-70 DIESEL FUEL #2, HIGH SUL (HS2) 111,000 GL

TANK TRUCK (TT), W/PUMP AND METER INTO
2/10,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED FOR EACH DROP
DELIVERY REQUIRED: MAR - OCT
MULTIPLE DROP
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

WAUCONDA,
WA, DA, FOR SERVICE, CURLEW CCC, 3090 100 BAMBER CREEK ROAD, 11
MILES NORTHWEST OF CURLEW
FERRY COUNTY
DELIVERY FEDAAC: 1205G0
ORDERING OFFICE: 509-779-4611

M70-24 GASOHOL, REG UNL (GUR) 26,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 90% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

M70-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 90% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M70-24.
AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

M70-67 DIESEL FUEL #1, LOW SULF (LS1) 2,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY REQUIRED NOV-FEB
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

M70-68 DIESEL FUEL #2, LOW SULF (LS2) 6,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY REQUIRED MAR-OCT
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

WHITE SWAN
WA, DI, BUREAU OF RECLAMATION, FORT SIMCOE JOB CORPS CCC, 40 ABELLA
LANE
YAKIMA COUNTY
DELIVERY FEDAAC: 140589
ORDERING OFFICE: 509-874-2244 EXT 236

M80-24 GASOHOL, REG UNL (GUR) 8,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1630 MONDAY THRU FRIDAY

M80-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1630 MONDAY THRU FRIDAY
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
M80-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

M80-68 DIESEL FUEL #2, LOW SULF (LS2) 8,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1630 MONDAY THRU FRIDAY

M80-70 DIESEL FUEL #2, HIGH SUL (HS2) 8,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1630 MONDAY THRU FRIDAY

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.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.
(DESC 52.207-9F00)

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**ESTIMATED
QUANTITY UI**

STATE OF IDAHO

MOUNTAIN HOME AFB,
ID, USAF, 366 WG, US HIGHWAY 30 AND STATE HIGHWAY 67
ELMORE COUNTY
DELIVERY DODAAC: FP4897
ORDERING OFFICE: 208-828-6000
ORDERING DODAAC : FP4897

760-32 DIESEL FUEL #1 (DF1)

30,000 GL

CERTIFICATION OF SULFUR CONTENT REQUIRED WITH
EACH DELIVERY
PORTS ACTIVE

TANK TRUCK (TT), W/ PUMP AND METER AND MIN 60 FT
HOSE. TRUCK NEEDS TO HAVE A 3 INCH FEMALE CAM
LOCK WITH VALVE LOCK INTO
1/20,000 GALLON ABOVE GROUND TANK(S) LOCATED AT
BLDG 6000 (90 HOPE DRIVE)
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0900-1600 MONDAY THRU FRIDAY
NOTE 1: CONTRACTOR WILL NOTIFY RCC AT
208-828-6000/6266 WITH DRIVERS NAME 24 HOURS
PRIOR TO DELIVERY.
NOTE 2: DRIVER WILL CONTACT RCC AT 828-6000/6266
THIRTY MINUTES PRIOR TO ARRIVAL.
ESCORT REQUIRED
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.
THIS FUEL IS CAPITALIZED
QUANTITY LISTED WILL BE USED FOR NON GAS
CURTAILMENT PURPOSES.

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**ESTIMATED
QUANTITY UI**

STATE OF MONTANA

FT WILLIAM H HARRISON,
MT, ARMY NG, 5 MILES NORTHWEST OF HELENA, (FOR USPFO, MONTANA)
LEWIS AND CLARK COUNTY
DELIVERY DODAAC: W64PTP
BILLING DODAAC : W64PTP
ORDERING OFFICE: 406-324-3411/3410
ORDERING DODAAC : DAHA24

025-32 DIESEL FUEL #1 (DF1) 117,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
2/4,000 GALLON TANKS
ANTICIPATE 25% ON HIGHWAY USE
DELIVERY PERIOD: SEPTEMBER - APRIL
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005
SUBSTITUTE ORDERING DODAAC: DAHA24

MALMSTROM AFB,
MT, USAF, SPC, 341LG, US HIGHWAY 89
CASCADE COUNTY
DELIVERY DODAAC: FP4626
ORDERING OFFICE: 406-731-4320
ORDERING DODAAC : FP4626

780-BD1 BIODIESEL B20 (BDI) 107,000 GL
W/ARCTIC EXPRESS ADDITIVE
MIN CLOUD PT -11 DEG F
MIN CFPP OF -21 DEG F
PRODUCT MUST BE PRE BLENDED PRIOR TO DELIVERY
INTO STORAGE TANK(S)
PORTS ACTIVE

TANK WAGON (TW), INTO
1/10,000 GALLON TANK AT BLDG 430, MILITARY
SERVICE STA, TANK #1
ANTICIPATE 0% ON HIGHWAY USE
NORMAL DELIVERIES WILL BE 5,000 TO 6,000 GALS.
DELIVERY: OCT - MAR
ESTIMATED QAUNTITY IS FOR ONE YEAR.
THIS FUEL IS CAPITALIZED

780-BD2 BIODIESEL B20 (BDI) 102,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/10,000 GALLON TANK AT BLDG 430,
MILITARY SERVICE STA, TANK #1
ANTICIPATE 0% ON HIGHWAY USE
NORMAL DELIVERIES WILL BE 5,000 TO 6,000 GALS.
DELIVERY: APR - SEP
THIS FUEL IS CAPITALIZED
EST QTY IS FOR DELIVERY PERIOD: NOV 2003-JUN 2005

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**ESTIMATED
QUANTITY UI**

STATE OF OREGON

REDMOND
OR, ARMY NG, COUTES, TRAINING FACILITY
DESCHUTES COUNTY
DELIVERY DODAAC: W66MRR
ORDERING OFFICE: 503-557-5488

160-34 DIESEL FUEL #2 (DF2) 20,000 GL
PORTS ACTIVE

FOB ORIGIN (FOB), AT SUPPLIERS LOCATION IN
REDMOND, BEND OR PRINEVILLE, OREGON INTO
5/5,000 GALLON TANKER(S)
ANTICIPATE 0% ON HIGHWAY USE

STATE OF WASHINGTON

FT LEWIS,
WA, ARMY, 17 MILES SOUTHWEST OF TACOMA
PIERCE COUNTY
DELIVERY DODAAC: W81BTY
BILLING DODAAC : W68EVQ
ORDERING OFFICE: 253-967-2151
ORDERING DODAAC : W81BTY

246-BD BIODIESEL B20 (BDI) 17,000 GL
FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO
STORAGE TANK(S)
PORTS ACTIVE

TANK TRK/TRL (TTR), W/PUMP INTO
1/10,000 GALLON TANK AT BLDG 3138
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED FOR EACH DROP
DELIVERY HOURS: 0730-1400
EST QTY IS FROM NOV 2003 - JUN 2005
MULTIPLE DROP
THIS FUEL IS CAPITALIZED
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

**ITEM
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**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

EVERETT
WA, NAVY, NAVAL STATION EVERETT, 2000 WEST MARINE VIEW DRIVE
SNOHOMISH COUNTY
DELIVERY DODAAC: N68967
BILLING DODAAC : N68967
ORDERING OFFICE : 425-304-4516 (ITEM -94)
ALT ORDERING OFFICE: 425-304-3335 (ITEM -28,-68 &-BD)

620-BD2 BIODIESEL B20 (BDI) 13,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/2,000 GALLON TANK TRUCK (TOP LOADING) AT BLDG 2130
1/3,000 GALLON ABOVE GROUND TANK(S) AT BLDG 2125
ANTICIPATE 10% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: NOV 2003-JUN 2005

620-BD3 BIODIESEL B20 (BDI) 10,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/2,000 GALLON TANK AT NAVAL RADIO STATION JIM CREEK
ANTICIPATE 10% ON HIGHWAY USE
EST QTY IS FOR DELIVERY PERIOD: NOV 2003-JUN 2005

PORT ORCHARD
WA, NAVY, MANCHESTER FUEL DEPT., 7501 BEACH DRIVE, NE
KITSAP COUNTY
DELIVERY DODAAC: N00406
BILLING DODAAC : N00406
ORDERING OFFICE: 360-476-2145 EXT 221

655-BD1 BIODIESEL B20 (BDI) 4,000 GL
PORTS ACTIVE

TANK WAGON (TW), PUMP AND METER INTO
1/5,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0800-1500 MONDAY THRU FRIDAY
EST QTY IS FOR DELIVERY PERIOD: NOV 2003-JUN 2005

**ITEM
NUMBER**

**ESTIMATED
QUANTITY UI**

STATE OF WASHINGTON

FAIRCHILD AFB,
WA, USAF, AMC, 92ARW, US HIGHWAY 2, 11 MILES WEST OF SPOKANE
SPOKANE COUNTY
DELIVERY DODAAC: FP4620
ORDERING OFFICE: 509-247-4263
ORDERING DODAAC : FP4620

830-BD BIODIESEL B20 (BDI) 76,000 GL
FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO
STORAGE TANK(S)
PORTS ACTIVE

TANK WAGON (TW), INTO
1/10,000 GALLON TANK AT BLDG 2325
ANTICIPATE 20% ON HIGHWAY USE
DELIVERY HOURS: 0700-1600 MONDAY THRU FRIDAY
NOTE: DRIVER REPORT TO BLDG 70006 UPON ARRIVAL
THIS FUEL IS CAPITALIZED
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

MCCHORD AFB,
WA, USAF, AMC, 62 AW, I-5 TACOMA
PIERCE COUNTY
DELIVERY DODAAC: FP4479
ORDERING OFFICE: 253-982-3334

850-BD BIODIESEL B20 (BDI) 233,000 GL
FUEL MUST BE PRE-BLENDED PRIOR TO DELIVERY INTO
STORAGE TANK(S)
PORTS ACTIVE

TANK TRUCK (TT), W/ 4 INCH OFFLOADING HOSE INTO
1/12,000 GALLON BELOW GROUND TANK AT BLDG 730, 4 TH ST
1/12,000 GALLON BELOW GROUND TANK AT BLDG 1438, UNION AVE
1/8,000 GALLON BELOW GROUND TANK AT BLDG 584, CE DRIVE
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0700-1600, MONDAY THRU FRIDAY
THIS FUEL IS CAPITALIZED
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

850-E8 FUEL ETHANOL (E85) (E8) 24,000 GL
PORTS ACTIVE

TANK WAGON (TW), W/ 4 INCH OFFLOADING HOSE INTO
1/12,000 GALLON BELOW GROUND TANK AT BLDG 730, 3 RD STREET
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0700-1600, MONDAY THRU FRIDAY
THIS FUEL IS CAPITALIZED
EST QTY IS FOR DELIVERY PERIOD: DOA - JUN 2005

PREAWARD

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

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

(b) **MASTER SOLICITATION.**

(1) This solicitation is [], is not [X] a master solicitation for the **Customer Organized Group (COG) 8 PC&S, 3.28** Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **July 08, 2003**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

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

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

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

(4) **RFPs ONLY.**

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

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

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

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

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

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

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

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

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

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

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

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

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

(m) **CONTRACT AWARD.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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

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

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

POSTAWARD

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC SEP 2002)

(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, 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 and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the 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, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

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

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

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

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

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

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

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment 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 purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services;

(2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to

Government Contracts paragraphs of this clause;

(3) The clause at 52.212-5;

(4) Addenda to this solicitation or contract, including any license agreements for computer software;

- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

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

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 contracting parties, unless in accordance with Clauses 12.03 or 12.03-1.

(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)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)

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

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

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

[Contracting Officer must check as appropriate.]

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

52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). Alt I. Alt II.

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

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

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

52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). Alt I.

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

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

52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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

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

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

52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer must check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).

(FAR 52.212-5)

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

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

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

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

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

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

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

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

- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).
- 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000); (Alternate I (DEC 2000)) (Section 8064 of Pub. L. 106-259).
- 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)93).
- 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (MAR 1998); (Alternate I (SEP 1999)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000); (Alternate I (MAR 2000)); (Alternate II (MAR 2000)) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

ADDENDUM #1 – PREAWARD SOLICITATION PROVISIONS

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS (DESC JAN 2001)

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

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

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

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

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

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

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

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

(DESC 52.215-9F80)

ADDENDUM #2 – POSTAWARD CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(2) **Base reference price** means the preselected reference price for an item as published on May 19, 2003. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

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

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

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

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

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

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

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

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

(1) **DAY OF PUBLICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AXXIS – AXXIS Petroleum Inc. AXXIS Price Service – Thursday Published Average. Price for City and product noted on the following pages.

OPIS – Oil price Information Service PAD Reports – Average price for the city and product noted on the following pages

Platt's – Platt's Oilgram Bunkerwire, Estimated Marine Fuel Oil Spot Prices Table. The average of the high and low price for the location and product noted on the following pages

(DESC 52.216-9FW1)

COG 8**PETROLEUM MARKET AREAS****State****Counties****Idaho**

- A. Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, Shoshone
- B. Bannock, Bear Lake, Bingham, Blaine, Bonneville, Butte, Camas, Caribou, Cassia, Clark, Custer, Franklin, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Power, Teton, Twin Falls
- C. Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley, Washington

Montana

- A. Granite, Lake, Lincoln, Mineral, Missoula, Ravalli, Sanders
- B. Beaverhead, Blaine, Broadwater, Cascade, Chouteau, Deer Lodge, Fergus, Flathead, Gallatin, Glacier, Hill, Jefferson, Judith Basin, Lewis and Clark, Liberty, Madison, Meagher, Park, Pondera, Powell, Silver Bow, Sweet Grass, Teton, Toole, Wheatland
- C. Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, Golden Valley, McCone, Musselshell, Petroleum, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, Yellowstone

Oregon

- A. Baker, Grant, Harney, Malheur
- B. Morrow, Umatilla, Union, Wallowa
- C. Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Hood River, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, Yamhill

Washington

- A. Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, Snohomish, Thurston, Yakima
- B. Clark, Cowlitz, Klickitat, Skamania, Wahkiakum
- C. Adams, Chelan, Douglas, Ferry, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman
- D. Asotin, Benton, Columbia, Franklin, Garfield, Walla Walla
- E. Island, San Juan, Skagit, Whatcom

Gasolines

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Idaho</u>	A	AXXIS Spokane, WA
	B	AXXIS Salt Lake City, UT
	C	AXXIS Boise
<u>Montana</u>	A	OPIS Missoula
	B	OPIS Great Falls
	C	OPIS Billings
<u>Oregon</u>	A	AXXIS Boise, ID
	B	AXXIS Pasco, WA
	C	AXXIS Portland
<u>Washington</u>	A	OPIS Seattle
	B	AXXIS Portland, OR
	C	AXXIS Spokane
	D	AXXIS Pasco
	E	OPIS Anacortes

*** NOTES:****CLEAR/OXYGENATED GASOLINE**

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

- c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

- e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.

- f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- g) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

RVP REQUIREMENTS FOR GASOLINE

REGION 8

AXXIS Portland, OR -- All regular, midgrade and premium unleaded gasoline items in the following Oregon counties: **Clackamas, Marion, Multnomah, Polk, and Washington**, should switch to the RVP Avg gasoline reference the 1st Monday in May or when the RVP Avg gasoline reference first becomes available and use the RVP Avg gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the Clr Avg reference.

All other gasoline items using the AXXIS Portland, OR reference should use the Clr Avg price reference at all times.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Idaho</u>	A	AXXIS Spokane, WA Low Sulfur
	B	AXXIS Salt Lake City, UT Low Sulfur
	C	AXXIS Boise Low Sulfur
<u>Montana</u>	A	OPIS Missoula Low Sulfur
	B	OPIS Great Falls Low Sulfur
	C	OPIS Billings Low Sulfur
<u>Oregon</u>	A	AXXIS Boise, ID Low Sulfur
	B	AXXIS Pasco, WA Low Sulfur
	C	AXXIS Portland Low Sulfur
<u>Washington</u>	A	OPIS Seattle Low Sulfur
	B	AXXIS Portland, OR Low Sulfur
	C	AXXIS Spokane Low Sulfur
	D	AXXIS Pasco Low Sulfur
	E	OPIS Seattle Low Sulfur

* NOTE: Applies to DF-1, Kerosene 2-K, FS1 (Burner Oil), HS1, DL-1, Kerosene 1-K, LS1, LSW

NO. 2 DISTILLATE HIGH SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Idaho</u>	A	AXXIS Spokane, WA
	B	AXXIS Salt Lake City, UT
	C	AXXIS Boise
<u>Montana</u>	A	OPIS Missoula Low Sulfur
	B	OPIS Great Falls Low Sulfur
	C	OPIS Billings Low Sulfur
<u>Oregon</u>	A	AXXIS Boise, ID
	B	AXXIS Pasco, WA
	C	AXXIS Portland
<u>Washington</u>	A	OPIS Seattle
	B	AXXIS Portland, OR
	C	AXXIS Spokane
	D	AXXIS Pasco
	E	OPIS Anacortes

* NOTE: Applies to DF2, FS2 (Burner Oil), HS2

NO. 2 DISTILLATE LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Idaho</u>	A	AXXIS Spokane, WA
	B	AXXIS Salt Lake City, UT
	C	AXXIS Boise
<u>Montana</u>	A	OPIS Missoula
	B	OPIS Great Falls
	C	OPIS Billings
<u>Oregon</u>	A	AXXIS Boise, ID
	B	AXXIS Pasco, WA
	C	AXXIS Portland
<u>Washington</u>	A	OPIS Seattle
	B	AXXIS Portland, OR
	C	AXXIS Spokane
	D	AXXIS Pasco
	E	OPIS Anacortes

* NOTE: Applies to BDI, DL2, DLS, LS2, LSS, MGO

No. 4 Fuel Oil

<u>State</u>	<u>Market Area</u>	<u>Sulfur Requirement</u>	<u>Escalation Reference</u>
<u>Washington</u>	A	.5%	50% Platts Bunkerwire Seattle Bunker C 50% OPIS Seattle, WA No.2 High Sulfur

No. 6 Fuel Oil

<u>State</u>	<u>Market Area</u>	<u>Sulfur Requirement</u>	<u>Escalation Reference</u>
<u>Washington</u>	A	2.0%	Platts Bunkerwire Seattle Bunker C

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

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

(DESC 52.246-9FT1)

C16.27 FUEL, BIODIESEL (B20) (DESC JAN 2003)

Offered product shall conform to the following requirements that define a fuel suitable for use in automotive diesel engines.

(a) **PRODUCT COMPOSITIONAL REQUIREMENTS.** Product shall consist of a blend of 20 percent (plus or minus one percent) virgin soybean or rapeseed oil blendstock conforming to the requirements of ASTM D 6751 and 80 percent minimum low sulfur diesel fuel oil conforming to ASTM D 975, grade low sulfur number 1-D or grade low sulfur number 2-D.

(b) **PRODUCT PERFORMANCE REQUIREMENTS.** The finished biodiesel blend shall conform to the following requirements:

<u>TEST</u>	<u>METHOD</u>	<u>VALUE</u>
1. Appearance	ASTM D 4176, Procedure 1	Clear & Bright
2. Acid Number, mg KOH/g	ASTM D 664	0.2 max.
3. Density at 15 ^o C, kg/L	ASTM D 4052 ASTM D 1298	0.86 - 0.90
4. Viscosity, mm/S at 40 ^o C	ASTM D 445	1.3 - 4.1
5. Flashpoint, ^o C	ASTM D 93	Apr - Sep: 52 min. Oct - Mar: 38 min.
6. Cloud point, ^o C OR Cold Filter Plugging Point, ^o C	ASTM D 2500 ASTM D 6371	see (c) below see (c) below
7. Sulfur Content, mass %	ASTM D 2622	0.05 max.
8. Distillation Temperature, ^o C 90% evaporated	ASTM D 86	338 max.
9. Carbon Residue on 10% bottoms, mass %	ASTM D 524	0.35 max.
10. Cetane Number	ASTM D 613	40 min.
11. Ash Content, mass%	ASTM D 482	0.01 max.
12. Water and Sediment, volume%	ASTM D 2709	0.05 max.
13. Copper Corrosion, 3 hours @ 50 ^o C	ASTM D 130	No. 3

(c) **PRODUCT LOW TEMPERATURE PERFORMANCE.** The lower temperature performance of the B20 shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point (CFPP). Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point tested in accordance with ASTM D 2500 shall be equal to or lower than the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, as specified in Appendix X4 of ASTM D 975. Unless a more restrictive CFPP limit is specified in the contract schedule, the maximum CFPP of the B20 shall be a minimum of 10 degrees Celsius below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, when tested in accordance with ASTM D 6371.

(DESC 52.246-9FEL)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)

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</u>	<u>DESC PRODUCT CODE</u>	<u>AKI, MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	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>	DESC PRODUCT <u>CODE</u>	<u>AKI, MINIMUM</u>
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	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>	DESC PRODUCT <u>CODE</u>	<u>AKI, MINIMUM</u>
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	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 commercial specification 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>	<u>DESC 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>	<u>DESC 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> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 ^{2,3} 0.2 ppm max	2 ppm max	
3. Chromium	EPA SW-846 6010 ^{2,3} 1.0 ppm max	10 ppm max	
4. Lead	EPA SW-846 6010 ^{2,3} 10 ppm max	100 ppm max	
5. Total Halogens	EPA SW-846 5050/9056 ⁵	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.

[] 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)

F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)

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

(1) Ordering period begins: Date of Award and ends: 30 June 2005.

(2) Delivery period begins: 48 hours after Date of Award and ends: 30 days after end of ordering period.

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

(DESC 52.242-9F75)

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

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

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

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

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

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

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-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/demurrage costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FG5)

11.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (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-BVD/FP/CC at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-BVD/FP/CC) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

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

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

(DESC 52.212-9F52)

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

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

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

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

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

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

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

(1)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
K1.05*	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
K33.01*	FAR 52.215-9F28	AUTHORIZED NEGOTIATORS
K45.04*	FAR 52.232-9F10	FACSIMILE INVOICING (DESC JUL 1998)
G9.09	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(2)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
I171.01-2	FAR 52.219-9/Alt II	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000/OCT 2000)
I211	FAR 52.216-18	ORDERING (OCT 1995) (a) <u>Date of Award</u> through <u>June 30, 2005</u>
I238.02*	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
I240.01	FAR 52.219-23/Alt I	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT1998)

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

(DESC 52.252-9F08)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2002)

(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).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

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

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

(c) **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)

<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>	<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>
---IDAHO---			
760-32	30,000	850-E8	24,000
B95-24	20,000	J45-68	18,000
B95-28	***	L05-BD1	25,000
---MONTANA---			
025-32	117,000	L56-94	36,000
780-BD1	107,000	L75-70	26,000
780-BD2	102,000	M65-BD1	118,000
C50-68	87,000	M67-69	29,000
C51-68	29,000	M67-70	111,000
C51-94	146,000	M70-24	26,000
C62-68	11,000	M70-28	***
C62-94	21,000	M70-67	2,000
C75-68	16,000	M70-68	6,000
C75-94	236,000	M80-24	8,000
C90-46	18,000	M80-28	***
D40-67	18,000	M80-68	8,000
D50-46	35,000	M80-70	8,000
D50-67	35,000		
D50-68	35,000		
D55-BD1	4,400		
D55-BD2	18,000		
D85-BD1	13,000		
D85-BD2	24,000		
---OREGON---			
160-34	20,000		
E70-24	43,000		
E70-28	***		
E70-47	5,000		
E70-68	10,000		
E70-BD	107,000		
G15-24	26,000		
G15-28	***		
---WASHINGTON---			
246-BD	17,000		
620-BD2	13,000		
620-BD3	10,000		
655-BD1	4,000		
830-BD	76,000		
850-BD	233,000		

*** THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE