

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-02-0156/0157		Page 1 of 93	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE SEE BLOCK 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-02-R-0053	
6. SOLICITATION ISSUE DATE 14 MARCH 2002		7. FOR SOLICITATION INFORMATION CALL: a. NAME Sharon Ward (703) 767-9550 Dottie Gheen (703) 767-9542 George W. Atwood III (703) 767-9509		b. TELEPHONE NUMBER (no collect calls) PHONE: SEE BLK 7A FAX (US): (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME 17 APRIL 2002 3:00 p.m. Local Time Fort Belvoir, VA, USA	
9. ISSUED BY CODE Defense Energy Supply Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Sharon Ward/ DESC-PEA Dottie Gheen/DESC-PEA Phone: (703) 767-9550/9542 P.P. 3.23				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS: 422720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE	
TELEPHONE NO. FAX NO:				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	
		The Schedule is shown on the SF 1449 Continuation Sheet				23. UNIT PRICE See Attached	
						24. AMOUNT See Attached	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION PROVISIONS AND CONTRACT 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>2</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	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
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)		37. CHECK NUMBER	
				42c. DATE REC'D (YY/MM/DD)		40. PAID BY	
				42d. TOTAL CONTAINERS			

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LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

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[X] SF FORM 1449, SOLICITATION/ORDER FOR COMMERCIAL ITEMS	PAGE 1
[X] SUPPLIES TO BE FURNISHED (SCHEDULE)	PAGES 7-30

CONTRACT DOCUMENT

<input checked="" type="checkbox"/> OFFER SUBMISSION PACKAGE	SEPARATE COVER
<input checked="" type="checkbox"/> PRICE DATA SHEET	OSP
<input checked="" type="checkbox"/> PRICE DATA SHEET FOR EVALUATION PREFERENCE	OSP
<input checked="" type="checkbox"/> CONTRACTOR PERFORMANCE DATA SHEET	OSP
<input type="checkbox"/> STATE LISTING OF SOLICITED ITEMS (SCHEDULE)	TO BE ADDED BY AMENDMENT
<input type="checkbox"/> BASE REFERENCE PRICES	TO BE ADDED BY AMENDMENT

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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 3) 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 non-responsive 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)

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

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

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

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

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 3) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

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

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
080	===== WASHINGTON, ===== DISTRICT OF COLUMBIA, United States Army, WALTER REED ARMY MEDICAL CENTER, INDEPENDENT CITY DELIVERY DODAAC: W74KMR BILLING DODAAC: W74KMR ORDERING OFFICE: 202-576-8200 ORDERING DODAAC : W74KMR POC: JOHN SIMPKINS	

080-46 3.23 FUEL OIL, BURNER #2 (FS2) 2,000,000 GL

MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE
 TANK TRUCK (TT), W/PUMP INTO
 2/400,000 GALLON TANKS AT BLDG 15
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1530
 NOTE: CONTRACTOR MUST PROVIDE ANALYSIS OF SULFUR
 CONTENT IN FUEL WITH EACH DELIVERY IN ACCORDANCE
 WITH EPA NON-ATTAINMENT AREAS FOR SULFUR OXIDES.
 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.
 MULTIPLE DROP

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	UNIT PRICE
201			

MD, ARMY, 4 MI SE OF ABERDEEN (ABERDEEN AREA)
 HARBOR COUNTY
 DELIVERY DODAAC: W23HYY
 BILLING DODAAC : W23HYY
 ORDERING OFFICE : 410-306-1632, DSN 458-1632
 ALT ORDERING OFFICE: Fax: 410-278-2846
 ORDERING DODAAC : W23HYY
 POC: ELLEN BALDWIN, EMAIL
 ELLEN.BALDWIN@USAG.APG.ARMY.MIL

201-461 FUEL OIL, BURNER #2 (FS2) 690,000 GL

MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE

TANK TRUCK (TT), W/PUMP INTO
 1/300,000 GALLON TANK
 1/100,000 GALLON TANKS
 1/35,000 GALLON TANK
 4/25,000 GALLON TANKS
 1/20,000 GALLON TANK
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1200 WEEKDAYS
 1230-1500 WEEKDAYS
 NOTE 1: DELIVERY TRUCKS MUST ENTER POST VIA RT 715
 OFF ROUTE 40.
 NOTE 2: DRIVER REPORT TO BLDG 5005 PRIOR TO
 DELIVERY.
 NOTE 3: SECURIRTY CLEARANCE & BADGE REQUIRED.
 NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS
 AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY
 UPON REQUEST.
 NOTE 4: TANKS ARE LOCATED IN "AA AREA".
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL
 DUE TO THE STATE OF MARYLAND & #8216; S STRICT
 EMISSION STANDARDS; WE HAVE UPDATED ALL OF
 OUR BURNERS TO MEET THE CURRENT REGULATIONS.
 OUR BURNERS ARE SET UP TO BURN HIGH QUALITY
 NATURAL GAS AND #2 FUEL OIL, ANYTHING LESS
 COULD RESULT IN BURNER FAILURE AND VIOLATION
 OF THE STATES EMISSIONS STANDARDS.

201-462 FUEL OIL, BURNER #2 (FS2) 1,125,000 GL

MAX. SULFUR CONTENT 0.30 %

PORTS ACTIVE

TANK WAGON (TW), W/PUMP & METER INTO

6/8,000 GALLON TANKS

10/4,000 GALLON TANKS

7/3,000 GALLON TANK

72/2,000 GALLON TANKS

4/1,500 GALLON TANKS

35/1,000 GALLON TANKS

11/600 GALLON TANKS

31/550 GALLON TANKS

20/500 GALLON TANKS

1/300 GALLON TANK

67/275 GALLON TANKS

1/5,000 GALLON TANK

3/4,700 GALLON TANKS

2/3,500 GALLON TANKS

1/2,500 GALLON TANK

2/150 GALLON TANKS

1/60 GALLON TANK

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1200 WEEKDAYS

1230-1500 WEEKDAYS

NOTE 1: DELIVERY TRUCKS MUST ENTER POST VIA RT
715 OFF ROUTE 40.

NOTE 2: DRIVER REPORT TO BLDG 5005 PRIOR TO
DELIVERY

NOTE3: SECURITY CLEARANCE & BADGE REQUIRED.
NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS
AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY
UPON REQUEST.

NOTE 4: TANKS ARE LOCATED IN "AA AREA"

NOTE 5: STARTING 13 FEB 98, THE ACTIVITY WILL BE
CLOSED EVERY OTHER FRIDAY DUE TO MANDATORY
COMPRESSED WORK SCHEDULE. NO DELIVERIES WILL BE
ACCEPTED ON THE FRIDAYS WE ARE CLOSED.

AUTOMATIC FILL

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL
DUE TO THE STATE OF MARYLAND & #8216; S STRICT
EMISSION STANDARDS; WE HAVE UPDATED ALL OF
OUR BURNERS TO MEET THE CURRENT REGULATIONS.
OUR BURNERS ARE SET UP TO BURN HIGH QUALITY
NATURAL GAS AND #2 FUEL OIL, ANYTHING LESS
COULD RESULT IN BURNER FAILURE AND VIOLATION
OF THE STATES EMISSIONS STANDARDS.

201-463 FUEL OIL, BURNER #2 (FS2) 951,500 GL

MAX. SULFUR CONTENT 0.30 %

PORTS ACTIVE

TANK WAGON (TW), W/PUMP & METER INTO

2/20,000 GALLON TANKS

2/15,000 GALLON TANKS

9/10,000 GALLON TANK

9/8,000 GALLON TANKS

5/6,000 GALLON TANKS

1/5,000 GALLON TANK

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1200 WEEKDAYS

1230-1500 WEEKDAYS

NOTE 1: DELIVERY TRUCKS MUST ENTER POST VIA RT

715 OFF ROUTE 40.

NOTE 2: DRIVER REPORT TO BLDG 5005 PRIOR TO

DELIVERY

NOTE 3: SECURITY CLEARANCE & BADGE REQUIRED.

NECESSARY FORMS MUST BE SUBMITTED WITHIN 10 DAYS

AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY

UPON REQUEST.

NOTE 4: TANKS ARE LOCATED IN THE ABERDEEN AREA.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

DUE TO THE STATE OF MARYLAND & #8216; S STRICT

EMISSION STANDARDS; WE HAVE UPDATED ALL OF

OUR BURNERS TO MEET THE CURRENT REGULATIONS.

OUR BURNERS ARE SET UP TO BURN HIGH QUALITY

NATURAL GAS AND #2 FUEL OIL, ANYTHING LESS

COULD RESULT IN BURNER FAILURE AND VIOLATION

OF THE STATES EMISSIONS STANDARDS.

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
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203	=====		
	ABERDEEN PROVING GROUNDS		
	=====		

MARYLAND, United States Army, 8 MI WEST OF ABERDEEN, (EDGEWOOD AREA)
HARFORD COUNTY

DELIVERY DODAAC: W23HYY

BILLING DODAAC: W23HYY

ORDERING OFFICE : 410-306-1632, DSN 458-1632

ALT ORDERING OFFICE: FAX: 410-278-2846

ORDERING DODAAC : W23HYY

POC: ELLEN BALDWIN, EMAIL

ELLEN.BALDWIN@USAG.APG.ARMY.MIL

203-461 FUEL OIL, BURNER #2 (FS2) 270,000 GL

MAX. SULFUR CONTENT 0.30 %

PORTS ACTIVE

TANK WAGON (TW), W/PUMP & METER INTO

1/10,000 GALLON TANK

3/5,000 GALLON TANKS

3/4,000 GALLON TANK

8/3,000 GALLON TANKS

1/2,500 GALLON TANK

8/2,000 GALLON TANKS

5/1,500 GALLON TANKS

11/1,000 GALLON TANKS

4/550 GALLON TANKS

27/500 GALLON TANKS

104/275 GALLON TANKS

1/600 GALLON TANK

1/120 GALLON TANK

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1200 WEEKDAYS

1230-1500 WEEKDAYS

NOTE 1: DELIVERIES MUST ENTER POST VIA RT 24.
 NOTE 2: DRIVER REPORT TO BLDG E5126 PRIOR TO DELIVERY
 NOTE 3: SECURITY CLEARANCE & BADGE REQUIRED. NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS AFTER AWARD.
 FORMS WILL BE SUPPLIED BY ACTIVITY UPON REQUEST.
 NOTE 4: TANKS ARE LOCATED IN "EA AREA".
 NOTE 5: STARTING 13 FEB 98, THE ACTIVITY WILL BE CLOSED EVERY OTHER FRIDAY DUE TO MANDATORY COMPRESSED WORK SCHEDULE. NO DELIVERIES WILL BE ACCEPTED ON THE FRIDAYS WE ARE CLOSED.
 AUTOMATIC FILL
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL DUE TO THE STATE OF MARYLAND & #8216; S STRICT EMISSION STANDARDS; WE HAVE UPDATED ALL OF OUR BURNERS TO MEET THE CURRENT REGULATIONS. OUR BURNERS ARE SET UP TO BURN HIGH QUALITY NATURAL GAS AND #2 FUEL OIL, ANYTHING LESS COULD RESULT IN BURNER FAILURE AND VIOLATION OF THE STATES EMISSIONS STANDARDS.

203-462 FUEL OIL, BURNER #2 (FS2) 645,000 GL _____
 MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE

TANK TRUCK (TT), W/PUMP INTO
 2/8,000 GALLON TANKS
 1/10,000 GALLON TANK
 3/15,000 GALLON TANKS
 2/25,000 GALLON TANKS
 2/300,000 GALLON TANKS
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1200 WEEKDAYS
 1230-1500 WEEKDAYS
 NOTE 1: DELIVERY TRUCKS MUST ENTER POST VIA RT 24
 NOTE 2: DRIVER REPORT TO BLDG E5126 PRIOR TO DELIVERY
 NOTE 3: SECURITY CLEARANCE & BADGE REQUIRED. NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY UPON REQUEST.
 NOTE 4: TANKS ARE LOCATED IN "EA AREA".
 MULTIPLE DROP
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL DUE TO THE STATE OF MARYLAND & #8216; S STRICT EMISSION STANDARDS; WE HAVE UPDATED ALL OF OUR BURNERS TO MEET THE CURRENT REGULATIONS. OUR BURNERS ARE SET UP TO BURN HIGH QUALITY NATURAL GAS AND #2 FUEL OIL, ANYTHING LESS COULD RESULT IN BURNER FAILURE AND VIOLATION OF THE STATES EMISSIONS STANDARDS.

203-463 FUEL OIL, BURNER #2 (FS2) 561,000 GL _____
 MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE

TANK WAGON (TW), WITH PUMP & METER INTO
 4/10,000 GALLON TANKS
 3/8,000 GALLON TANKS
 3/15,000 GALLON TANKS
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1200 WEEKDAYS
 1230-1500 WEEKDAYS
 NOTE 1: DRIVER REPORT TO BLDG E5126 PRIOR TO DELIVERY
 NOTE 2: SECURITY CLEARANCE & BADGE REQUIRED. NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY UPON REQUEST.
 NOTE 3: TANKS ARE LOCATED IN "EA AREA".
 MULTIPLE DROP
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL DUE TO THE STATE OF MARYLAND & #8216;S STRICT EMISSION STANDARDS; WE HAVE UPDATED ALL OF OUR BURNERS TO MEET THE CURRENT REGULATIONS. OUR BURNERS ARE SET UP TO BURN HIGH QUALITY NATURAL GAS AND #2 FUEL OIL, ANYTHING LESS COULD RESULT IN BURNER FAILURE AND VIOLATION OF THE STATES EMISSIONS STANDARDS.

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
235		
FT DETRICK ===== MARYLAND, United States Army, 119 HAMILTON AVENUE FREDERICK COUNTY DELIVERY DODAAC: W23QEP BILLING DODAAC: W23QEP ORDERING OFFICE: 301-619-7434 ORDERING DODAAC : W23RYX POC: ALLEN WARNER, EMAIL allen.warner@DET.AMEDD.ARMY.MIL 301-619-2339, fax 301-619-5033 -----		

235-55	3.23 FUEL OIL, BURNER #6 (FS6)	4,200,000 GL	
MAX. SULFUR CONTENT 0.50 % ***PORTS ACTIVE*** TANK TRUCK (TT), W/PUMP INTO 1/648,000 GALLON TANK 1/250,000 GALLON TANK DELIVERY HOURS: 0800-1600 NOTE 1: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN 1 WORKING DAY NOTE 2: CONTRACTOR REPORT TO BLDG 190 PRIOR TO DELIVERY 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 FACILITY CANNOT BURN "USED" OR RECYCLED FUEL -----			

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
404		
FORT PICKETT ===== VIRGINIA, Army National Guard, MANEUVER TRNG CTR (FOR USPFO VA) NOTTAWAY COUNTY DELIVERY DODAAC: W90MH2 BILLING DODAAC: W26L8F ORDERING OFFICE : 434-292-2423 ALT ORDERING OFFICE: FAX: 434-292-8284 ORDERING DODAAC : W5CD3E POC: Anna Young Anna.young@va.ngb.army.mil -----		

404-13	3.23 DIESEL FUEL #2 (DL2)	1,156,118 GL	
PORTS ACTIVE TANK TRUCK (TT), W/PUMP INTO 5/20,000 GALLON TANKS 2/15,000 GALLON TANKS 2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0800-1100 1300-1500 NOTE: DRIVER REPORT TO BLDG T-307 PRIOR TO DELIVERY MULTIPLE DROP SHARED FACILITY			

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
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419 FT EUSTIS,
 =====
 VIRGINIA, United States Army, DFAE SUP,
 INDEPENDENT CITY OF NEWPORT NEWS
 DELIVERY DODAAC: W26ULK
 BILLING DODAAC: W26ULK
 ORDERING OFFICE: 804-878-3805
 ORDERING DODAAC : W26ULK
 POC: B. L. BUNTAIN, EMAIL
 BUNTAINB@EUSTIS.ARMY.MIL,
 757-878-2873, FAX 757-878-3693

419-46 3.23 FUEL OIL, BURNER #2 (FS2) 2,800,000 GL _____

MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK TRUCK (TT), W/40 FT HOSE & CERTIFIED CAPACITY
 TABLES INTO
 3/25,000 GALLON TANKS
 9/20,000 GALLON TANKS
 2/15,000 GALLON TANKS
 1/12,000 GALLON TANK
 1/10,000 GALLON TANK
 2/7,500 GALLON TANKS
 2 DELIVERY TICKETS REQUIRED
 DELIVERY HOURS: 0730-1500
 (INCLUDES CHECK-OUT AT BLDG 2734); EXCEPTIONAL
 DELIVERY (DURING PEAK DELIVERY SEASON) WILL BE 24
 HRS A DAY, 7 DAYS A WEEK.
 NOTE 1: DRIVER REPORT TO BLDG 2734 (FT EUSTIS)
 PRIOR TO & AFTER DELIVERIES
 NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO
 BE FOLLOWED BY WRITTEN ORDERS WITHIN 1 WORK DAY
 NOTE 3: EACH DELIVERY TRUCK SHALL HAVE FUEL DRIP
 PAN & 50 LB MINIMUM BAG OF OIL ABSORBENT
 NOTE 4: OIL SPILLS/DEFECTIVE TANKS/PERFORMANCE
 PROBLEMS SHALL BE REPORTED TO
 804-878-0336/3804/3395
 NOTE 5: A CERTIFICATION FROM THE SUPPLIER SHALL
 ACCOMPANY EACH DELIVERY TICKET AND INCLUDE THE
 FOLLOWING:
 A. NAME OF FUEL SUPPLIER
 B. DATE ON WHICH OIL WAS RECEIVED
 C. VOLUME OF OIL DELIVERED IN SHIPMENT
 D. STMT THAT THE FUEL COMPLIES WITH ASTM SPEC
 D396 (LATEST REVISION) FOR #2 FUEL OIL
 E. SULFUR CONTENT OF THE FUEL
 MULTIPLE DROP
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL
 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.

419-461 3.23 FUEL OIL, BURNER #2 (FS2) 732,000 GL _____

MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK WAGON (TW), W/PUMP & METER, 40 FT HOSE, 1-1/2
 INCH DIAMETER 1-2 FOOT EXTENDED NOZZLE AND AIR
 ELIMINATOR VALVE INTO
 1/6,000 GALLON TANK
 2/3,550 GALLON TANKS
 2/3,500 GALLON TANKS
 2/3,000 GALLON TANKS
 6/2,000 GALLON TANKS
 102/1,000 GALLON TANKS
 3/825 GALLON TANKS
 38/550 GALLON TANKS
 27/500 GALLON TANKS
 1/400 GALLON TANK
 11/275 GALLON TANKS
 1/230 GALLON TANK
 2 DELIVERY TICKETS REQUIRED
 DELIVERY HOURS: 0730-1500 MONDAY TO FRIDAY

DELIVERY HOURS INCLUDE CHECK-IN & CHECK-OUT TIMES
 NOTE 1: DRIVER REPORT TO BLDG 1610 (FT EUSTIS)
 DELIVERIES, DRIVER REPORT TO BLDG 1407 PRIOR TO &
 AFTER DUTY HOUR DELIVERIES.
 NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO
 BE FOLLOWED UP BY WRITTEN ORDER WITHIN 1 WORK DAY
 NOTE 3: EACH DELIVERY TRUCK SHALL HAVE FUEL OIL
 ABSORBENT OIL SPILLS/DEFECTIVE TANKS/PERFORMANCE
 PROBLEMS SHALL BE REPORTED TO
 804-878-0336/3804/3395
 NOTE 4: REQUIRE ANNUAL METER CERTIFICATION
 CERTIFICATE
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL
 AUTOMATIC FILL

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
422			
----- FREDERICKSBURG, ----- VIRGINIA, United States Army, FT A. P. HILL, 22 MILES S OF FREDERICKSBURG CAROLINE COUNTY DELIVERY DODAAC: W813J2 BILLING DODAAC: W813J2 ORDERING OFFICE : 804-633-8319 DSN 578-8319 ALT ORDERING OFFICE: FAX: 578-8281 ORDERING DODAAC : W813J2 POC: Rebecca Blanton Becky_R_Blanton@belvoir.army.mil -----			
422-46	3.23	FUEL OIL, BURNER #2 (FS2)	1,200,000 GL

MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK WAGON (TW), W/PUMP & METER INTO
 1/10,000 GALLON TANK
 1/8,000 GALLON TANK
 3/6,000 GALLON TANKS
 8/4,000 GALLON TANKS
 1/3,000 GALLON TANK
 27/1,500 GALLON TANKS
 11/1,000 GALLON TANKS
 8/550 GALLON TANKS
 32/500 GALLON TANKS
 7/650 GALLON TANKS
 1/2,000 GALLON TANK
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY
 AUTOMATIC FILL

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
427			
----- FT BELVOIR, ----- VIRGINIA, United States Army, SARSS MAIN STORAGE SITE, 9810 LOWEN ROAD FAIRFAX COUNTY DELIVERY DODAAC: W810AG BILLING DODAAC: W26VZG ORDERING OFFICE : 703-806-4757 ALT ORDERING OFFICE: FAX: 703-806-4824 ORDERING DODAAC : W26VZG POC: Wilhelm Mueller Muellerw@belvoir.army.mil -----			

427-46 3.23 FUEL OIL, BURNER #2 (FS2) 1,500,000 GL

MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK WAGON (TW), W/100 FT HOSE INTO
 1/25,000 GALLON BELOW GROUND TANK
 1/8,000 GALLON BELOW GROUND TANK
 4/5,000 GALLON BELOW GROUND TANK(S)
 4/4,000 GALLON BELOW GROUND TANK(S)
 1/3,000 GALLON BELOW GROUND TANK
 13/2,200 GALLON BELOW GROUND TANK(S)
 6/2,000 GALLON BELOW GROUND TANK(S)
 2/1,500 GALLON BELOW GROUND TANK(S)
 44/1,000 GALLON BELOW GROUND TANK(S)
 20/550 GALLON ABOVE GROUND TANK(S)
 1/500 GALLON ABOVE GROUND TANK(S)
 79/275 GALLON ABOVE GROUND TANK(S) (63 IN
 BASEMENTS)
 DELIVERY HOURS: 0715-1115 MONDAY TO FRIDAY
 1200-1600 MONDAY TO FRIDAY
 (SAT-SUN DELIVERIES WITH PRIOR AUTHORIZATION ONLY)
 1200-1900 WEEKENDS
 (WEEKEND DELIVERIES REQD DURING SEVERE WEATHER)
 3 COPIES OF DELIVERY TICKETS REQD FOR EACH DROP
 FUEL JUMPER ESCORT REQUIRED FOR ALL DELIVERIES
 NOTE 1: ALL TRUCKS WILL REPORT TO BLDG 1419, 9460
 JACKSON LOOP PRIOR TO DELIVERY
 NOTE 2: FUEL DELIVERY TRUCKS MUST BE REGISTERED
 WITH THE FT BELVOIR PROVOST MARSHALL'S OFFICE,
 BLDG 1131

NOTE 3: CONTRACTOR SHALL FURNISH SCHEDULE OF NEXT
 BUSINESS DAY'S DELIVERY TO BLDG 1419 NO LATER THAN
 1200 HRS THE DAY PRIOR TO ACTUAL DELIVERY
 NOTE 4: DELIVERY TICKETS SHOULD BE BROUGHT TO
 BLDG 1419 EACH DAY
 NOTE 5: TANKS SHALL NOT BE FILLED OVER 90%
 CAPACITY
 NOTE 6: ALL BELOW GROUND TANKS W/A CAPACITY OF
 1,000 GAL OR GREATER SHALL BE FILLED WITH THE USE
 OF A WHISTLE STICK SUPPLIED BY THE CONTRACTOR
 NOTE 7: EACH TRUCK SHALL HAVE A 50LB BAG OF OIL
 ABSORBENT OR OIL SPILL RESPONSE KIT W/HYDROPHOBIC
 ABSORBENT PADS, AN EMPTY 5 GAL BUCKET, AND A
 LARGE QUANTITY OF RAGS. FUEL CONTRACTOR SHALL
 REPORT ANY OIL SPILLS TO THE FIRE DEPARTMENT AT
 703-805-1107 OR 703-781-1800. FUEL CONTRACTOR
 MUST NOTIFY DPW'S ENVIORNMENTAL OFFICE AT
 703-806-4007
 NOTE 8: EACH TANK SHALL BE PHYSICALLY MEASURED AT
 LEAST EVERY 21 DAYS TO DETERMINE IF TANK HAS A 30%
 CAPACITY TO PREVENT RUN OUTS.
 NOTE 9: FUEL CONSUMPTION REPORT REQUIRED.
 PROCEDURES: CONTRACTOR SHALL KEEP AN ACCURATE
 RECORD FOR EACH TANK. THE AUTOFILL DAYS, THE QTYS
 DELIVERED AND DATE OF THESE RECORDS SHALL BE
 FURNISHED TO THE ORDERING OFFICER ON A QUARTERLY
 BASIS. (E.G. THE FIRST OF SUCH REPORTS SHALL
 INCLUDE DATA FROM MONTHS OCT-DEC AND BE SUBMITTED
 BY 31 JAN) THE LAST QUARTERLY REPORT SHALL
 INCLUDE A SUMMARY OF DATES FOR THE ENTIRE CONTRACT
 PERIOD AND BE SUBMITTED WITHIN 30 DAYS AFTER THE
 END OF THE ORDERING PERIOD
 AUTOMATIC FILL

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
444			
FT STORY, ===== VIRGINIA, United States Army, (FOR FT EUSTIS), INDEPENDENT CITY OF VIRGINIA BEACH DELIVERY DODAAC: W26ULK BILLING DODAAC: W26ULK ORDERING OFFICE: 804-878-3100 ORDERING DODAAC : W26ULK POC: B. L. BUNTAIN, EMAIL BUNTAINB@EUSTIS.ARMY.MIL, 757-878-2873, FAX 757-878-3693			

444-46 3.23 FUEL OIL, BURNER #2 (FS2) 636,197 GL

TANK WAGON (TW), W/PUMP & METER, 15 FT HOSE,
 1-1/2" DIAMETER 1-2 FT EXTENDED NOZZLE, & AIR
 ELIMINATOR VALVE INTO
 1/4,000 GALLON TANK
 1/2,500 GALLON TANK
 2/2,000 GALLON TANKS
 69/1,000 GALLON TANKS
 80/550 GALLON TANKS
 11/500 GALLON TANKS
 3/300 GALLON TANKS
 1/285 GALLON TANKS
 3/275 GALLON TANKS
 2 DELIVERY TICKETS REQUIRED
 NOTE 1: DURING PEAK DELIVERY SEASON, DELIVERIES
 MAY BE REQD 24 HRS/DAY, 7 DAYS A WEEK
 NOTE 2: DRIVER SHALL REPORT TO BLDG 931 (FT
 STORY) PRIOR TO & AFTER EACH DELIVERY
 NOTE 3: OUTAGES REPORTED AT ANY TIME/DAY, REQ
 VENDOR RESPONSE WITHIN 3 HRS TO REFILL EMPTY TANK.
 RESPONSE DURING NON-ROUTINE HRS/WEEKENDS WILL REQ
 DRIVER TO REPORT TO & CHECK-OUT AT FT STORY FIRE
 DEPT, BLDG 700 (757-422-7456)
 NOTE 4: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO
 BE FOLLOWED UP BY WRITTEN ORDER WITHIN 1 WORK DAY
 NOTE 5: EACH DELIVERY TRUCK SHALL HAVE OIL
 ABSORBENT. OIL SPILLS/DEFECTIVE TANKS/DELIVERY
 PROBLEMS SHALL BE REPORTED TO
 757-425-8862/422-7818/878-3804
 NOTE 6: DRIVER REPORT TO FIRE STATION, BLDG 700
 AFTER CHECK-IN AT BLDG 931 FOR DELIVERIES TO
 SECURE AREAS
 NOTE 7: REQUIRE ANNUAL METER CERTIFICATION
 CERTIFICATE
 AUTOMATIC FILL

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
516		
WASHINGTON, ----- DISTRICT OF COLUMBIA, United States Navy, NAVAL RESEARCH LABORATORY, HWY I-295, INDEPENDENT CITY DELIVERY DODAAC: N00173 ALTERNATE ORDERING OFFICER: DARLENE COPP, FAX 202-404-8158 BILLING DODAAC: N00173 ORDERING OFFICE : 202-767-9057 ALT ORDERING OFFICE: 202-767-2374 ORDERING DODAAC : N00173 POC: DEE DEE GRIMES EMAIL: DGRIMES@CONDOR.NRL.NAVY.MI IL		

516-46 3.23 FUEL OIL, BURNER #2 (FS2) 3,000,000 GL

MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK TRUCK (TT), INTO
 3/30,000 GALLON ABOVE GROUND TANK(S) (TANK 1, 2 &
 3)
 1/168,000 GALLON ABOVE GROUND TANK(S) (TANK 4)
 1/169,000 GALLON ABOVE GROUND TANK(S) (TANK 5)
 DELIVERY TICKET REQUIRED
 NOTE 1: TT MUST CONNECT TO ACTIVITY'S PUMP
 NOTE 2: CERTIFICATION RECORDS ARE REQUIRED FROM
 THE SUPPLIER QUARTERLY AND FORWARDED TO CODE 1246.
 CERTIFICATION RECORDS SHALL CONTAIN THE FOLLOWING
 INFORMATION:
 A. FUEL OIL GRADE
 B. API GRAVITY (AT 60 DEGREES
 FAHRENHEIT)
 C. HEAT CONTENT IN BRITISH THERMAL
 UNITS(BTU) PER GALLON
 D. PERCENTAGE OF SULFUR (BY WEIGHT)
 OF THE FUEL OIL
 E. DATE AND TIME THE SAMPLE WAS
 TAKEN FOR THE CERTIFICATION
 F. NAME, ADDRESS AND TELEPHONE
 NUMBER OF THE LABORATORY THAT ANALYZED THE OIL

G. TYPE OF TEST(S) PERFORMED FOR THE CERTIFICATION
 H. QUANTITY AND DATE OF DELIVERY FOR EACH FUEL DELIVERY
 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.

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
558		

INDIAN HEAD,
 MARYLAND, United States Navy, NAVAL SURFACE WARFARE CTR (NSWC) AND STUMP NECK SITE (APPROX 12 MILES FROM NSWC)
 CHARLES COUNTY
 DELIVERY DODAAC: N00174
 BILLING DODAAC: N00174
 ORDERING OFFICE : 301-744-4221
 ALT ORDERING OFFICE: FAX: 301-744-6691
 ORDERING DODAAC : N00174
 POC: JACKIE PAYNE
 payneje@ih.navy.mil

558-46	3.23 FUEL OIL, BURNER #2 (FS2)	188,434 GL	
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MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE
 TANK WAGON (TW), INTO
 1/300 GALLON TANK AT BLDG D-40
 4/500 GALLON TANKS AT BLDGS D28, D-31, 289 AND 1420
 3/1,000 GALLON TANKS AT BLDGS D-324, 20 (HQ) AND 1600
 2/2,000 GALLON TANKS AT BLDGS 1558 AND 1962
 1/2,250 GALLON TANK AT BLDG 1581
 1/4,000 GALLON TANK AT BLDG 970B
 1/6,000 GALLON TANK AT BLDG 1977
 1/10,000 GALLON TANK AT BLDG 1024B
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0630-1600
 FOR ALL BLDGS EXCEPT BLDG 1024B. DELIVERY HOURS FOR BLDG 1024B: 1200 NOON TO 1600
 NOTE 1: CONTRACTOR MAY BE REQUIRED TO DELIVER AFTER NORMAL WORKING HOURS SHOULD FUEL BE NEEDED. CONTRACTOR SHALL BE ON-SITE WITHIN FOUR (4) HOURS OF THE EMERGENCY CALL.
 NOTE 2: DRIVER MUST OBTAIN A PASS AT THE MAIN GATE PASS OFFICE.
 NOTE 3: DRIVER WILL BE REQUIRED TO CHECK IN WITH THE DESIGNATED POC, SHELLY BLEDSOE, CODE 0931SB, IN BLDG 289 AT TELEPHONE NUMBER 301-744-4366.
 NOTE 4: SOME BUILDINGS ARE LOCATED WITHIN A RESTRICTED AREA.
 AUTOMATIC FILL

558-461	3.23 FUEL OIL, BURNER #2 (FS2)	219,240 GL	
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MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE
 TANK WAGON (TW), INTO
 2/250 GALLON TANKS AT BLDGS 2015SN AND 1SN
 3/300 GALLON TANKS AT BLDGS 2SN, 2073SN AND 2083SN
 8/500 GALLON TANKS AT BLDGS D-21-CSN, 23SN, 2000SN, 2010SN, 2019SN, 2086SN, 2087SN AND 2104SN
 2/550 GALLON TANKS AT BLDGS 2009SN AND 2107SN
 3/1,000 GALLON TANKS AT BLDGS 22SN, 2008SN AND 2100SN
 2/2,000 GALLON TANKS AT BLDGS 31SN AND 2171SN
 1/2,500 GALLON TANK AT BLDG 2015SN
 1/4,000 GALLON TANK AT BLDG 2144SN
 1/6,000 GALLON TANK AT BLDG 2172SN
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0630-1600

NOTE 1: CONTRACTOR MAY BE REQUIRED TO DELIVER AFTER NORMAL WORKING HOURS SHOULD FUEL BE NEEDED. CONTRACTOR SHALL BE ON-SITE WITHIN FOUR (4) HOURS OF THE EMERGENCY CALL.
 NOTE 2: DRIVER MUST OBTAIN A PASS AT THE MAIN GATE PASS OFFICE.
 NOTE 3: DRIVER WILL BE REQUIRED TO CHECK IN WITH THE DESIGNATED POC, SHELLY BLEDSOE, CODE 0931SB, IN BLDG 289 AT TELEPHONE NUMBER 301-744-4366.
 NOTE 4: SOME BUILDINGS ARE LOCATED WITHIN A RESTRICTED AREA.
 AUTOMATIC FILL

 558-55 3.23 FUEL OIL, BURNER #6 (FS6) 15,000,000 GL _____

MAX. SULFUR CONTENT 2.00 %
 PORTS ACTIVE
 TANK TRUCK (TT), W/PUMP INTO
 2/500,000 GALLON TANKS AT BLDG 873
 1/20,000 GALLON TANK AT BLDG 873
 2/15,000 GALLON TANKS AT BLDG 873
 DELIVERY TICKET REQUIRED
 NOTE: 24 HOUR DELIVERY ALLOWED
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

ITEM ESTIMATED UNIT
 NUMBER QUANTITY UI PRICE
 =====

560 PATUXENT RIVER,
 =====
 MARYLAND, United States Navy, NAVAL AIR STATION,
 ST MARY'S COUNTY
 DELIVERY DODAAC: N00421
 BILLING DODAAC: N00421
 ORDERING OFFICE: 301-342-3840
 ORDERING DODAAC : N00421
 POC: TOM JANISZEWSKI
 JANISZEWSKTA@NAVAIR.NAVY.MIL

560-46 3.23 FUEL OIL, BURNER #2 (FS2) 3,000,000 GL _____

MAX. SULFUR CONTENT 0.30 %
 PORTS ACTIVE
 TANK TRUCK (TT), INTO
 1/600,000 GALLON ABOVE GROUND TANK
 LOADING RACK METERED DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0600-1530 MONDAY TO FRIDAY

ITEM ESTIMATED UNIT
 NUMBER QUANTITY UI PRICE
 =====

620 DAHLGREN,
 =====
 VIRGINIA, United States Navy, NAV SURF WARFARE CTR, APPROX 35 MI FR
 FREDERICKSBURG, VIA RT 3 EAST, #301 NORTH
 KING GEORGE COUNTY
 DELIVERY DODAAC: N00178
 BILLING DODAAC: N00178
 ORDERING OFFICE : 540-653-7412, DSN 249-7412
 ALT ORDERING OFFICE: FAX: 540-653-7785
 ORDERING DODAAC : N00178
 POC: Carl Graube
 CGRAUBE@NSWC.NAVY.MIL

620-46 3.23 FUEL OIL, BURNER #2 (FS2) 2,000,000 GL _____

MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK WAGON (TW), W/150 FT HOSE INTO
 1/15,000 GALLON TANK
 2/10,000 GALLON TANKS
 3/6,000 GALLON TANKS
 2/5,000 GALLON TANKS
 5/4,000 GALLON TANK
 1/3,500 GALLON TANK
 7/3,000 GALLON TANKS
 3/2,500 GALLON TANKS

11/2,000 GALLON TANKS
 2/1,500 GALLON TANKS
 27/1,000 GALLON TANK
 116/550 GALLON TANKS
 4/500 GALLON TANKS
 1/290 GALLON TANK
 14/275 GALLON TANKS
 DELIVERY TICKETS REQUIRED FOR EACH DROP
 NOTE: A CERTIFICATION FROM THE SUPPLIER SHALL
 ACCOMPANY EACH SHIPMENT AND INCLUDE THE FOLLOWING:
 A. THE NAME OF THE SUPPLIER
 B. THE DATE ON WHICH THE OIL WAS RECEIVED
 C. THE VOLUME OF OIL DELIVERED IN THE SHIPMENT
 D. THE SULFUR CONTENT OF THE OIL
 E. THE METHOD USED TO DETERMINE THE SULFUR
 CONTENT OF THE OIL
 AUTOMATIC FILL

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
661		
NORFOLK, VIRGINIA, United States Navy, NAVAL BASE, TAUSSIG BLVD, INSIDE GATE 1, ACROSS FROM POLICE STATION, BLDGZ-312, BOILER PLANT INDEPENDENT CITY DELIVERY DODAAC: N00187 BILLING DODAAC: N00187 ORDERING OFFICE : 757-445-6521 ALT ORDERING OFFICE: Fax 757-444-8307 ORDERING DODAAC : N00187 POC: ANDY GALLAGHER Gallagherat@pwcnorva.navy.mil		

661-46	3.23 FUEL OIL, BURNER #2 (FS2)	10,000,000 GL	
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MAX. SULFUR CONTENT 0.20 %
 PORTS ACTIVE
 TANK TRUCK (TT), W/PUMP INTO
 1/300,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY HOURS: 0730-1430, APR - OCT
 DELIVERY HOURS: 0730-2000, NOV - MAR
 NOTE 1: IF SEVERE WEATHER CONDITIONS OCCUR
 DELIVERY MAY BE RQD 24 HOURS/DAY 7 DAYS/WEEK
 NOTE 2: VERBAL ORDERS ARE TO BE ACCEPTED WITH 24
 HOUR NOTICE
 NOTE 3: CONTRACTOR SHALL PROVIDE CERTIFIED NET
 TRUCK QUANTITIES CORRECTED FOR GRAVITY AND
 TEMPERATURE WITH EACH TRUCK LOAD
 NOTE 4: CONTRACTOR SHALL PROVIDE A CERTIFICATION
 WITH EACH DELIVERY TO INCLUDE THE FOLLOWING:
 A. NAME OF SUPPLIER
 B. DATE FUEL OIL WAS RECEIVED
 C. VOLUME OF OIL DELIVERED IN THE SHIPMENT
 D. STATEMENT THAT THE OIL COMPLIES WITH ASTM D
 396 SPEC FOR BURNER OIL #2
 E. SULFUR CONTENT OF THE FUEL
 NOTE 5. A QUARTERLY STATEMENT IS REQUIRED THAT
 LISTS ALL FUEL DELIVERED DURING THE
 PAST QUARTER AND THAT THE FUEL SUPPLIED
 COMPLIES WITH THE CORRESPONDING ASTM
 SULFUR SPEC FOR #2 FUEL OIL. THIS QUARTERLY
 STATEMENT MUST BE SIGNED BY
 AN AUTHORIZED OFFICIAL OF THE SUPPLIER.
 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.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
664			
NORFOLK, VIRGINIA, United States Navy, NB, PWC, QUAYWALL, SOUTH OF PIER 20 INDEPENDENT CITY DELIVERY DODAAC: N00187 BILLING DODAAC: N00187 ORDERING OFFICE: 757-444-4815 ORDERING DODAAC : N00187			

664-53	3.23 FUEL OIL, BURNER #5 (Lt) (FL5)	18,000,000 GL	
MAX. SULFUR CONTENT 2.40 % ***PORTS ACTIVE*** BARGE (BRG), W/PUMP INTO 2/1,000,000 GALLON TANKS AVERAGE DELIVERY: 999,999 GALLONS NOTE 1: DELIVERY: DURING DAYLIGHT HRS ONLY NOTE 2: DELIVERY RESTRICTION: 23,000 BBL BARGE NOTE 3: QUANTITY DETERMINATION FOR PAYMENT PURPOSES SHALL BE BY GAUGING THE RECEIVING TANKS BEFORE AND AFTER DELIVERY AT DESTINATION. VOLUME CORRECTION TO GALLONS AT 60 DEGREE FAHRENHEIT IS REQUIRED FOR ALL DELIVERIES. NOTE 4: FUEL OIL SAMPLES WILL BE TAKEN AT POINT OF ORIGIN AND PRIOR TO PUMPING TO THE FUEL OIL TANK. A FULL ASTM ANALYSIS WILL BE PROVIDED WITH EACH BARGE DELIVERY. 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.			

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
676			
NORFOLK, VIRGINIA, United States Navy, CINCLANT, TERMINAL BLVD, BLDG NH-94 INDEPENDENT CITY DELIVERY DODAAC: N00060 BILLING DODAAC: N00187 ORDERING OFFICE: 757-444-4815 ORDERING DODAAC : N00187			

676-70	3.23 DIESEL FUEL #2, HIGH SUL (HS2)	1,200,000 GL	
MAX. SULFUR CONTENT 0.50 % ***PORTS ACTIVE*** TANK TRUCK (TT), W/PUMP INTO 3/25,000 GALLON BELOW GROUND TANK FOR GENERATORS DELIVERY HOURS: 0600-1900 AT HEMLICK AVE GATE; DELIVERIES AFTER 1900 HRS AT TERMINAL BLVD GATE NOTE 1: DELIVERY MAY BE REQD 24 HRS/DAY, 7 DAYS/WEEK NOTE 2: VERBAL ORDERS TO BE ACCEPTED WITH WRITTEN ORDER TO FOLLOW NOTE 3: CONTRACTOR SHALL PROVIDE CERTIFIED NET TRUCK QUANTITIES CORRECTED FOR GRAVITY AND TEMP FOR EACH TRUCK LOAD SHIPMENT & INCLUDE THE FOLLOWING: A. NAME OF THE FUEL SUPPLIER B. DATE ON WHICH THE OIL WAS RECEIVED C. VOLUME OF FUEL OIL DELIVERED D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC D396 FOR FUEL OIL #2 E. THE SULFUR CONTENT OF THE OIL NOTE 4: THE CONTRACTOR IS REQUIRED TO PROVIDE A QUARTERLY LETTER TO THE ORDERING OFFICER THAT LISTS ALL FUEL DELIVERED DURING THE PAST QUARTER AND THAT THE FUEL SUPPLIED COMPLIES WITH THE ASTM SULFUR SPEC FOR #2 FUEL OIL. AN AUTHORIZED OFFICIAL OF THE CONTRACTOR MUST SIGN THIS QUARTERLY REPORT.			

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
702		
===== PORTSMOUTH, ===== VIRGINIA, United States Navy, ST JULIENS CREEK ANNEX, NORFOLK NAVAL SHIPYARD, INDEPENDENT CITY DELIVERY DODAAC: N00187 BILLING DODAAC: N00187 ORDERING OFFICE: 757-444-7941 ORDERING DODAAC : N00187		

702-46	3.23 FUEL OIL, BURNER #2 (FS2)	3,000,000 GL	_____
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MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK TRUCK (TT), INTO
 1/100,000 GALLON TANK
 NOTE 1: DELIVERY WILL BE REQUIRED 24 HRS/DAY 7
 DAYS/WEEK TO INCLUDE HOLIDAYS WITH 24 HOUR NOTICE
 NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR
 FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY
 WITHIN 1 WORK DAY
 NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL
 ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:
 A. NAME OF THE FUEL SUPPLIER
 B. DATE ON WHICH THE OIL WAS RECEIVED
 C. VOLUME OF DISTILLATE OIL DELIVERED
 D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM
 D396 SPEC FOR #2 FUEL OIL
 E. THE SULFUR CONTENT OF THE FUEL
 NOTE 4: CONTRACTOR IS REQUIRED TO PROVIDE A
 QUARTERLY LETTER TO THE ORDERING OFFICER THAT
 LISTS ALL FUEL DELIVERED DURING THE PAST QUARTER
 AND THAT THE FUEL SUPPLIED COMPLIES WITH THE
 CORRESPONDING ASTM SULFUR SPEC FOR #2 FUEL OIL.
 THIS QUARTERLY STATEMENT MUST BE SIGNED BY AN
 AUTHORIZED OFFICIAL OF THE CONTRACTOR.

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
708		
===== QUANTICO, ===== VIRGINIA, United States Navy, USMC, MCCDC, FUEL FARM AT INTERSECTION MCB-1 AND MCB-2, NEAR CAMP BARRETT STAFFORD COUNTY DELIVERY DODAAC: M00264 BILLING DODAAC: M00264 ORDERING OFFICE: 703-784-1928 ORDERING DODAAC : M00264 POC: Bill Snow email: SnowW@NT.QUANTICO.USMC.MIL		

708-68	3.23 DIESEL FUEL #2, LOW SULF (LS2)	1,500,000 GL	_____
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PORTS ACTIVE
 TANK TRUCK (TT), INTO
 2/25,000 GALLON ABOVE GROUND TANK S
 2/75,000 GALLON ABOVE GROUND TANK
 DELIVERY HOURS: 0730-1400
 DELIVERY: APR-NOV
 NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR
 FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY
 WITHIN ONE WORKING DAY

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
710		
QUANTICO, ===== VIRGINIA, United States Navy, DJ, FBI ACADEMY, GUAD AREA APPROX 6 MI SW OF MAIN BASE NEAR CAMP BARRETT, STAFFORD COUNTY DELIVERY DODAAC: M00264 BILLING DODAAC: M00264 ORDERING OFFICE: 703-784-1928 ORDERING DODAAC : M00264 POC: Bill Snow email: SnowW@NT.QUANTICO.USMC.MIL		

710-46	3.23 FUEL OIL, BURNER #2 (FS2)	1,050,000 GL	_____
MAX. SULFUR CONTENT 0.50 % ***PORTS ACTIVE*** TANK TRUCK (TT), W/PUMP INTO 1/48,000 GALLON TANK ERF BLDG 27958A 1/20,000 GALLON TANK DEA BLDG 27967 8/10,000 GALLON TANKS FBI HEATING PLANT BLDG 27936 DELIVERY HOURS: 0730-1500 NOTE 1: DRIVER REPORTS TO BLDG 27936 PRIOR TO DELIVERY NOTE 2: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT WHICH WILL INCLUDE THE FOLLOWING: A. NAME OF FUEL SUPPLIER B. DATE OIL RECEIVED C. VOLUME OF DISTILLATE OIL DELIVERED IN SHIPMENT D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM SPECIFICATION FOR FUEL OIL #2 E. SULFUR CONTENT OF THE OIL NOTE 3: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY 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.			

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
726		
VIRGINIA BEACH, ===== VIRGINIA, United States Navy, NAS OCEANA, INDEPENDENT CITY DELIVERY DODAAC: N60191 BILLING DODAAC: N00187 ORDERING OFFICE: 757-445-7941 ORDERING DODAAC : N00187		

726-52	3.23 FUEL OIL, BURNER #4 (FS4)	1,500,000 GL	_____
MAX. SULFUR CONTENT 1.00 % *****PORTS ACTIVE***** TANK TRUCK (TT), INTO 1/324,000 GALLON TANK AT BOILER HOUSE NOTE 1: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING: A. NAME OF THE FUEL SUPPLIER B. DATE ON WHICH THE OIL WAS RECEIVED C. VOLUME OF FUEL OIL DELIVERED D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC D396 FOR FUEL OIL #4 E. THE SULFUR CONTENT OF THE OIL NOTE 2: THE CONTRACTOR IS REQUIRED TO PROVIDE A QUARTERLY LETTER TO THE ORDERING OFFICER THAT LISTS ALL FUEL DELIVERED DURING THE PAST QUARTER AND THAT THE FUEL SUPPLIED COMPLIES WITH THE ASTM SULFUR SPEC FOR #4 FUEL OIL. AN AUTHORIZED OFFICIAL OF THE CONTRACTOR MUST SIGN THIS QUARTERLY REPORT. 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 FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
740			

YORKTOWN,
 VIRGINIA, United States Navy, NAVAL WEAPONS STATION, RTE #238
 YORK COUNTY
 DELIVERY DODAAC: N69212
 BILLING DODAAC: N00187
 ORDERING OFFICE: 757-887-4420
 ORDERING DODAAC : N00187

740-46	3.23 FUEL OIL, BURNER #2 (FS2)	2,200,000 GL	
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MAX. SULFUR CONTENT 0.50 %
 PORTS ACTIVE
 TANK WAGON (TW), INTO
 3/12,000 GALLON TANKS
 4/10,000 GALLON TANKS
 4/8,000 GALLON TANKS
 1/7,500 GALLON TANK
 1/6,000 GALLON TANK
 3/5,000 GALLON TANKS
 7/4,000 GALLON TANKS
 1/3,000 GALLON TANK
 3/2,500 GALLON TANKS
 14/2,000 GALLON TANKS
 1/1,600 GALLON TANK
 3/1,500 GALLON TANKS
 12/1,000 GALLON TANKS
 10/550 GALLON TANKS
 4/500 GALLON TANKS
 2/300 GALLON TANKS
 9/275 GALLON TANKS
 6/250 GALLON TANKS
 1/200 GALLON TANK
 1/150 GALLON TANK
 2 METERED DELIVERY TICKETS REQD FOR EACH BLDG #
 ESCORT W/SPECIAL BADGE REQD IN RESTRICTED AREA
 NOTE 1: DELIVERY MAY BE REQUIRED 7 DAYS/WEEK DURING EMERGENCY OR PEAK PERIODS
 NOTE 2: TRUCKS TO BE EQUIPPED WITH ABSORBENT MATERIAL TO BE USED BEFORE, DURING AND AFTER DELIVERY.
 NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:
 A. NAME OF THE FUEL SUPPLIER
 B. DATE ON WHICH THE OIL WAS RECEIVED
 C. VOLUME OF FUEL OIL DELIVERED
 D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC D396 FOR FUEL OIL #2
 E. THE SULFUR CONTENT OF THE OIL
 NOTE: 4 DRIVER MUST REPORT TO BLDG 497 PRIOR TO AND UPON COMPLETION OF EACH DELIVERY
 AUTOMATIC FILL
 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.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
752			
DOVER AFB, DELAWARE, United States Air Force, AMC, 436 AW, US HWY #113 KENT COUNTY DELIVERY DODAAC: FP4497 ORDERING OFFICE : 302-677-6735, dsn 445-6735 ALT ORDERING OFFICE: FAX: dsn 445-6736 ORDERING DODAAC : FP4497 POC: TSGT JAMES E. DOWLING JAMES.DOWLING2@DOVER.AF.MIL			
752-46	3.23 FUEL OIL, BURNER #2 (FS2)	1,273,271 GL	
MAX. SULFUR CONTENT 0.30 % ***FES PORTS ACTIVE*** TANK WAGON (TW), W/PUMP, METER & 120 FT OF HOSE INTO 5/5,000 GALLON TANKS 1/3,000 GALLON TANKS 8/2,000 GALLON TANKS 4/1,100 GALLON TANK 17/1,000 GALLON TANKS 174/550 GALLON TANKS 6/500 GALLON TANKS 1/480 GALLON TANKS 140/275 GALLON TANKS 1/100 GALLON TANKS DUPLICATE DELIVERY TICKETS REQUIRED FOR EACH TANK AUTOMATIC FILL			
752-55	3.23 FUEL OIL, BURNER #6 (FS6)	3,710,000 GL	
MAX. SULFUR CONTENT 0.50 % ***FES PORTS ACTIVE*** TANK TRUCK (TT), INTO 2/150,000 GALLON TANKS 3/25,000 GALLON TANKS NOTE: DELIVERIES CAN BE MADE 24 HRS/DAY 7 DAYS/WEEK 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 FACILITY CANNOT BURN "USED" OR RECYCLED FUEL			
805			
ANDREWS AFB, MARYLAND, United States Air Force, AMC, 89 AW, RT#4 AND SUITLAND PARKWAY PRINCE GEORGE'S COUNTY DELIVERY DODAAC: FP4425 ORDERING OFFICE : 301-981-6142, DSN 858-6142 ALT ORDERING OFFICE: FAX 981-5072, DSN 858-5072 ORDERING DODAAC : FP4425 DEVON.WILLIAMS@ANDREWS.AF.MIL			
805-461	3.23 FUEL OIL, BURNER #2 (FS2)	180,000 GL	
MAX. SULFUR CONTENT 0.30 % ***FES PORTS ACTIVE*** TANK TRUCK (TT), INTO 1/50,000 GALLON TANK AT BLDG 5016 2/25,000 GALLON TANKS 2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0730-1530 DRIVER MUST SIGN IN & OUT AT NORTH GATE AND REPORT TO BUILDING 3014 NOTE: ACTIVITY REQUIRES A MINIMUM OF TWO(2) HOURS OF FREE TIME TO UNLOAD EACH TRANSPORT TRUCK			

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
=====		
875		
TULLAHOMA, =====		
TENNESSEE, United States Air Force, AFSC, ARNOLD ENGINEERING DEVELOP CENTER, I-24, COFFEE COUNTY		
DELIVERY DODAAC: FP2804		
ORDERING OFFICE : 931-454-4542, DSN 340-4542		
ALT ORDERING OFFICE: FAX 931-454-5133, DSN 340-5133		
ORDERING DODAAC : FP2804		
POC: DEBBIE RICKNER		
Debbie.Rickner@arnold.af.mil		

875-13	3.23 DIESEL FUEL #2 (DL2)	1,250,000 GL	_____
FES PORTS ACTIVE			
TANK TRUCK (TT), INTO			
1/210,000 GALLON TANK			
1/15,000 GALLON TANK			
1/2,000 GALLON TANK			
1/420,000 GALLON TANK AT BULK STORAGE TANK 18			
DELIVERY TICKET REQUIRED			
DELIVERY HOURS: 0800-1330 MONDAY THRU FRIDAY			
NOTE: DRIVER REPORT TO BLDG 1476 BEFORE AND AFTER DELIVERY			
NOTE 2: SPLIT DELIVERIES SHOULD BE EXPECTED			
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. MULTIPLE DROP			

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
=====		
978		
FT MEADE, =====		
MARYLAND, Department of Defense, NSA COMPLEX, 9800 SAVAGE ROAD, ANNE ARUNDEL COUNTY		
DELIVERY DODAAC: H98230		
BILLING DODAAC: H98230		
ORDERING OFFICE : 301-688-7251 (DIESEL)		
ALT ORDERING OFFICE: 301-688-5395 (HEATING OIL)		
ORDERING DODAAC : H98230		

978-131	3.23 DIESEL FUEL #2 (DL2)	2,200,000 GL	_____
TANK TRUCK (TT), INTO			
6/48,000 GALLON TANKS AT BLDG 2B			
3/25,000 GALLON TANKS AT DIESEL GEN PLANT			
DELIVERY TICKET REQUIRED			
NOTE: CONTRACTOR MUST CALL 688-7550, 24 HRS PRIOR TO DELIVERY			
ESCORT REQUIRED			

978-46	3.23 FUEL OIL, BURNER #2 (FS2)	1,500,000 GL	_____
MAX. SULFUR CONTENT 0.30 %			
TANK TRUCK (TT), W/PUMP INTO			
1/203,760 GALLON TANK AT BLDG 9807 (BOILER PLANT)			
1/204,736 GALLON TANK AT BLDG 9807 (BOILER PLANT)			
1/10,000 GALLON TANK AT BLDG 9960 (TORDELLA BLDG)			
NOTE 1: CONTRACTOR MUST CALL 688-7472, 24 HRS PRIOR TO DELIVERY			
NOTE 2: CONTRACTOR SHALL PROVIDE THE FOLLOWING INFO TO 301-688-7275:			
DRIVER(S) FULL NAME			
SSN			
DATE/PLACE OF BIRTH			
NAME OF EMPLOYER/COMPANY			

US CITIZENSHIP
 NOTE 3: CONTRACTOR SHALL ACCEPT VERBAL ORDERS
 WITH 24 HRS NOTICE, WITH HARD COPY TO FOLLOW
 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 24 HOURS OF NOTIFICATION.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
996			
BELLBLUFF, VIRGINIA, Department of Defense, DEFENSE GENERAL SUPPLY CENTER, 800 JEFFERSON DAVIS HWY CHESTERFIELD COUNTY DELIVERY DODAAC: SB0400 BILLING DODAAC: SB0400 ORDERING OFFICE : 804-279-4395 ALT ORDERING OFFICE: FAX: 804-279-4303 ORDERING DODAAC : SB0400 POC: REGINALD SMITH/RUTH COLEMAN Rcoleman@dscr.dla.mil			

996-46 3.23 FUEL OIL, BURNER #2 (FS2) 3,600,000 GL _____

MAX. SULFUR CONTENT 0.22 %
 PORTS ACTIVE
 TANK WAGON (TW), INTO
 3/15,000 GALLON TANKS
 3/8,000 GALLON TANKS
 3/6,000 GALLON TANKS
 4/5,000 GALLON TANKS
 1/4,000 GALLON TANK
 2/2,000 GALLON TANKS
 1/1,500 GALLON TANK
 5/1,000 GALLON TANKS
 4/550 GALLON TANKS
 4/275 GALLON TANKS
 1/500 GALLON TANK Officer' club - Temporary
 DELIVERY TICKET REQUIRED
 EXCEPTION TO RECYCLED OIL: TO MAINTAIN COMPLIANCE
 WITH TITLE IV AIR PERMIT ISSUED BY THE VEQ
 (VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY),
 THIS ACTIVITY CANNOT BURN USED/RECYCLED OIL.
 AUTOMATIC FILL
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL
 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.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
B01			
WASHINGTON DISTRICT OF COLUMBIA, General Services Administration, PBS, CENTRAL HEATING PLANT, 13TH AND C STS, SW INDEPENDENT CITY DELIVERY FEDAAC: 473J34 ORDERING OFFICE : 202-690-9720 ALT ORDERING OFFICE: FAX: 202-690-9777 ORDERING FEDAAC : 473J34 POC: SHERWOOD BACCUS Sherwood.baccus@gsa.gov			

B01-94 3.23 DIESEL FUEL, LS#2 (Dyed) (LSS) 7,500,000 GL _____

MAX. SULFUR CONTENT 0.05 %
 TANK TRUCK (TT), INTO
 2/415,000 GALLON TANKS CENTRAL PLANT 13TH & C
 STREETS, S.W.
 3/115,000 GALLON TANKS CENTRAL PLANT ON 13TH AND C
 STREET

1/450,000 GALLON TANK LOCATED AT TRACK-HOUSE (WEST PLANT) 30TH & K STREETS, N.W.
 3/110,000 GALLON TANKS SPECIFIC DELIVERY HOURS 6 A.M. TO 9 P. M. MON-FRI AT TRACK HOUSE LOCATED AT 30TH & K STREETS, N.W.
 LOADING RACK METERED DELIVERY TICKET REQUIRED
 DELIVERY MAY BE REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK, TO INCLUDE WEEKENDS.
 CONTRACTOR MAY BE REQUIRED TO DELIVER AS MUCH AS 150,000 GALLONS OVER A 24-HOUR PERIOD.
 ACTIVITY REQUIRES A MINIMUM OF TWO (2) HOURS OF FREE TIME TO UNLOAD EACH TRANSPORT TRUCK.
 CONTRACTOR MUST CERTIFY EACH SHIPMENT OF DIESEL FUEL TO INCLUDE:

1. ACTUAL SULFUR CONTENT OF FUEL
2. NAME OF FUEL SUPPLIER
3. DATE ON WHICH THE FUEL WAS RECEIVED
4. VOLUME OF FUEL DELIVERED IN THE SHIPMENT
5. STATEMENT THAT THE FUEL COMPLIES WITH ASTM SPECIFICATIONS

MULTIPLE DROP
 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.

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
=====			
B07	WASHINGTON,		
=====			
	DISTRICT OF COLUMBIA, General Services Administration, CAPITOL POWER PLANT, ARCH OF CAPITOL, NJ AVE & E STS, SE		
	INDEPENDENT CITY		
	DELIVERY FEDAAC: 013104		
	ORDERING OFFICE : 703-557-1055		
	ALT ORDERING OFFICE: 703-557-0235		
	ORDERING FEDAAC : 013104		
=====			
B07-46	3.23 FUEL OIL, BURNER #2 (FS2)	6,000,000 GL	_____

TANK TRUCK (TT), INTO
 1/200,000 GALLON TANK
 LOADING RACK METERED DELIVERY TICKET REQUIRED
 AVERAGE DELIVERY: 75,000 GALLONS
 MINIMUM DELIVERY: 10,000 GALLONS
 MAXIMUM DELIVERY: 150,000 GALLONS
 DELIVERY MAY BE REQUIRED 24 HRS/DAY, 7 DAYS/WEEK.
 PRIMARY ENERGY SOURCE IS NATURAL GAS AND COAL (CO-FIRED). WHEN ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION. SUMMER-TIME USE OF OIL IS PRIMARILY FOR GENERATORS, HOT WATER HEATERS, DEHUMIDIFIERS, OVENS, ETC.

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
=====			
C37	GREENBELT,		
=====			
	MARYLAND, National Aero & Space Adminisr, NASA GODDARD SPACE FLT CTR, GREENBELT RD, PRINCE GEORGE'S COUNTY		
	DELIVERY FEDAAC: 803303		
	ORDERING OFFICE: 301-286-8769		
	ORDERING FEDAAC : 803303		
	POC: DONNA SIMONDS		
	DSIMONDA@POP200.GSFC.NASA.GOV		

C37-46 3.23 FUEL OIL, BURNER #2 (FS2) 704,000 GL

MAX. SULFUR CONTENT 0.30 %
 TANK TRUCK (TT), INTO
 3/50,000 GALLON TANKS AT BLDG 24
 2/20,000 GALLON TANKS at building 31
 DELIVERY HOURS: 0100-2400 7 DAYS INCLUDING HOLIDAY
 DELIVERY MAY BE REQUIRED 24 HRS A DAY
 IN THE EVENT OF AN EMERGENCY, THE ORDERING OFFICER
 MAY REQUIRE THE SUPPLIER TO DELIVER FUEL OIL,
 PURSUANT TO VERBAL TELEPHONE ORDER. THE ORDERING
 OFFICER WILL CONFIRM THE ORDER BY FACSIMILE ON THE
 NEXT REGULAR BUSINESS DAY (EXCLUDING HOLIDAYS).
 FUEL DELIVERIES MAY BE REQUIRED AFTER REGULAR
 BUSINESS HOURS, ON EVENINGS, WEEKENDS OR HOLIDAYS.
 THE CENTRAL POWER PLANT IS MANNED 24 HOURS A DAY,
 365 DAYS A YEAR. UNDER THIS EMERGENCY CLAUSE, WE
 EXPECT MINIMUM DELIVERY LOTS OF 7,500 GALLONS TO
 MAXIMUM OF 150,000 GALLONS.
 MULTIPLE DROP
 NOTE:TRADITIONAL PAYMENT ITEMS

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	PRICE
C50		WASHINGTON	
DISTRICT OF COLUMBIA, General Services Administration, HOWARD UNIV SVC CTR, 2244 10TH ST, NW 20059 INDEPENDENT CITY DELIVERY FEDAAC: 753124 ORDERING OFFICE : 703-557-0235 ALT ORDERING OFFICE: 703-557-1055 ORDERING FEDAAC : 753124 POC: TERRI GILBERT OR INEZ GRAHAM			

C50-46 3.23 FUEL OIL, BURNER #2 (FS2) 2,000,000 GL

MAX. SULFUR CONTENT 0.50 %
 TANK TRUCK (TT), W/PUMP INTO
 1/211,000 GALLON TANK AT 6TH ST NW
 2/17,500 GALLON TANKS
 LOADING RACK METERED DELIVERY TICKET 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.

ESTIMATED NUMBER	UNIT	CONTRACT	QUANTITY	UI	PRICE	SP0600-	CONTRACTOR
F35		BELTSVILLE					
MARYLAND, Department of Agriculture, AGRICULTURE RESEARCH CENTER, 1003 BALTIMORE BLVD.,ROOM 236 PRINCE GEORGE'S COUNTY DELIVERY FEDAAC: 1232U4 ORDERING OFFICE : 301-504-6005 ALT ORDERING OFFICE: FAX: 301-504-6008 ORDERING FEDAAC : 1232U4 POC: CHRISTIAN OBINEME OBINEMEC@BA.ARS.USDA.GOV							

F35-461 3.23 FUEL OIL, BURNER #2 (FS2) 500,000 GL

MAX. SULFUR CONTENT 0.30 %
 TANK TRUCK (TT), WITH PUMP AND METER AND 30 FOOT
 HOSE INTO
 3/50,000 GALLON TANKS AT BLDG 014
 4/20,000 GALLON TANKS AT BLDGS 309, 165, AND 202
 LOADING RACK METERED DELIVERY TICKET REQUIRED
 DELIVERY MAY BE REQUIRED 24 HRS/DAY, 7 DAYS/WEEK.
 MULTIPLE DROP
 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.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
G70			
POOLESVILLE, MARYLAND, Health & Human Services, NATIONAL INSTITUTE OF HEALTH, ANIMAL CENTER MONTGOMERY COUNTY DELIVERY FEDAAC: 753229 ORDERING OFFICE : 301-402-2049 ALT ORDERING OFFICE: FAX: 301-402-0017 ORDERING FEDAAC : 753229 POC: TERRY SCHLEGEL			

G70-94	3.23 DIESEL FUEL, LS#2 (Dyed) (LSS)	3,000,000 GL	
TANK TRUCK (TT), INTO 2/50,000 GALLON TANKS AT POWER PLANT LOADING RACK METERED DELIVERY TICKET REQUIRED			

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
L15			
ARLINGTON, VIRGINIA, Department of Defense, PENTAGON HEATING & REFRIG. PLANT 300 BOUNDARY CHANNEL DRIVE FAIRFAX DELIVERY DODAAC: HQ0014 ORDERING OFFICE : 703-695-7409 ALT ORDERING OFFICE: FAX: 703-693-7203 ORDERING DODAAC : HQ0014 POC: ROBERT BILLAK			

L15-46	3.23 FUEL OIL, BURNER #2 (FS2)	2,000,000 GL	
PORTS ACTIVE MAX. SULFUR CONTENT 0.20 % TANK TRUCK (TT), WITH 3" HOSE & KWIK-TITE FITTING INTO 2/300,000 GALLON ABOVE GROUND TANK(S) 4 LOADING RACK METERED DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0700-1500 MONDAY THRU FRIDAY NOTE: ACTIVITY REQUIRES A MINIMUM OF TWO(2) HOURS OF FREE TIME TO UNLOAD EACH TRANSPORT TRUCK 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.			

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE
FRONT ROYAL, VIRGINIA, Smithsonian Institute, NATIONAL ZOOLOGICAL PARK, CONSERVATION RES CTR, RTE #522 WARREN COUNTY DELIVERY FEDAAC: 333300 ORDERING OFFICE : 202-287-3331 ALT ORDERING OFFICE: FAX: 202-287-2009 ORDERING FEDAAC : 333300 POC: LAURA SIMMONS			

L43-46 3.23 FUEL OIL, BURNER #2 (FS2) 100,000 GL _____

MAX. SULFUR CONTENT 0.50 %
 TANK WAGON (TW), INTO
 5/2,000 GALLON TANKS
 3/1,000 GALLON TANKS
 4/550 GALLON TANKS
 3/500 GALLON TANKS
 1/275 GALLON TANK
 METERED DELIVERY TICKET REQUIRED
 NOTE: REQUIRES DELIVERY 24 HOURS A DAY, 7 DAYS A
 WEEK FOR PROTECTION OF ANIMAL LIFE.
 AUTOMATIC FILL

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
M90		
===== WALLOPS ISLAND, ===== VIRGINIA, National Aero & Space Adminisr, WALLOPS FLIGHT FACILITY ACCOMACK COUNTY DELIVERY FEDAAC: 803303 ORDERING OFFICE : 757-824-2363 ALT ORDERING OFFICE: FAX: 757-824-1974 ORDERING FEDAAC : 803303 POC: Wayne Redmond wredmond@pop200.GSFC.NASA.GOV		

ITEM NUMBER	ESTIMATED QUANTITY UI	UNIT PRICE
N80		
===== MARTINSBURG, ===== WEST VIRGINIA, Veterans Affairs, MEDICAL CENTER BERKELEY COUNTY DELIVERY FEDAAC: 363408 ORDERING OFFICE: 304-263-0811 EXT 3218 ORDERING FEDAAC : 363408 POC: WILLIAM GRINNAN WILLIAM.GRINNAN@MED.VA.GOV		

N80-46 3.23 FUEL OIL, BURNER #2 (FS2) 2,250,000 GL _____

MAX. SULFUR CONTENT 0.50 %
 TANK TRUCK (TT), W/PUMP INTO
 2/75,000 GALLON TANKS
 METERED DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 8AM-4PM MONDAY THRU FRIDAY
 IF UNABLE TO MAKE DELIVERIES DURING NORMAL WORKING
 HOURS (8AM-4PM) THEN CALL (304) 263-0811 EXT. 4600
 TO MAKE ARRANGEMENTS.
 NOTE: NORMALLY ORDERS WILL BE PLACED ON THURSDAY
 OR FRIDAY PRECEEDING THE WEEK THAT THE FUEL IS
 REQUIRED. IT IS REQUESTED THAT ALL LOADS
 REQUESTED FOR THAT WEEK, BE DELIVERED IN THAT
 WEEK, AND NOT CARRIED OVER TO THE FOLLOWING WEEK
 UNLESS PREVIOUSLY APPROVED.
 MULTIPLE DROP
 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.

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**PREAMWARD****L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)**

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

(b) **MASTER SOLICITATION.**

(1) This solicitation is [X], is not [] a master solicitation for the COG 3 (3.23) 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 17 April 2002. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids ARE 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 non-responsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be non-responsive 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 pre-award 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 offerors initial proposal should contain the offerors 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 sub-factors) 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 post-award 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) Non-government (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 offerors 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) (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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE FOLLOWING CLAUSE IS APPLICABLE ONLY TO THOSE ITEMS IDENTIFIED IN THE SCHEDULE NARRATIVES AS EITHER "PORTS ACTIVE" OR "FES PORTS ACTIVE".

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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 waiver 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 - Balance of Payments Program - Supplies (41.U.S.C. 10a - 10d).

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

- 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).
- 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).
- 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). Alt I.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.212-5)

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).

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

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

(DFARS 252.212-7001)

ADDENDUM #1**PRE-AWARD SOLICITATION PROVISIONS****K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)
NOTICE.**

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

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

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

(DESC 52.219-9F25)

L2.01-1.100 PROPOSAL PREPARATION INSTRUCTIONS (DOMESTIC)(DESC JAN 2001)

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

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

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

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

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

(5) **Exceptions.**

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

(ii) If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offerors 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) (See Attached) 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 3 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) **TECHNICAL PROPOSAL SUBMISSION:** The offeror must complete the Technical Proposal Submission Sheet (TPSS) (See Attached) detailing the offerors technical approach for arranging and executing transportation and product supply assets for line items offered. The plan should be specific and provide concise straightforward descriptions of the offerors capability to perform this work. Offerors should identify any owned trucking assets or subcontracted assets and their associated condition and capacities. Product supply agreements or product supply commitments should also be identified for the offered line items. The plan should also detail how transportation and supply will be assured in the event of critical delivery peaks or surge periods.

(d) **SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, VETERAN-OWNED SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES).** The offeror must complete the Socioeconomic Plan Submission Sheet (SPSS) (See Attached). 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)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

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

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

(c) The telephone number of receiving facsimile equipment is 703-767-8506.

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

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

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

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

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)

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

(DESC 52.216-9F10)

L54 SITE VISIT (DESC OCT 1992)

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

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

(DESC 52.237-9F05)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a requirements type fixed price with economic price adjustment contract resulting from this solicitation.

(FAR 52.216-1)

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

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

(DESC 52.242-9F15)

L203 HAND-CARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

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

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

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

(DESC 52.252-9F05)

M55 CONVERSION FACTORS (DESC APR 1998)

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

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

(1) **TABLE I.**

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

(2) **TABLE II.**

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	Kg/m ³	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59

BURNER FUEL OILS

FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

DIESEL FUELS

DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE							
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u>		
	<u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F20)

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

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

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

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

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

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

(DESC 52.209-9F45)

M72.02.100 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC FEB 2002)

(a) **APPLICATION.** This provision applies only after all price evaluation factors have been considered.

(b) **BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors, which are in descending order of importance:

- (i) Past Performance;
- (ii) Technical Proposal;
- (iii) Price; and
- (iv) Socioeconomic Commitment.

The relative influence of past performance, the technical proposal, price, and socioeconomic commitment will depend on the differences among the competing offerors, and not on any predetermined, fixed, weighted arrangements or trade-off formula. Past performance is equal in importance with the technical proposal, the technical proposal is more important than price and price is significantly more important than socioeconomic commitment. All evaluation factors other than price (past performance, the technical proposal, and socioeconomic commitment), when combined, are significantly more important than cost or price.

(2) In determining best overall value, the Government will evaluate and rate each offerors past performance based on pre-established standards. The offer(s) selected as best value will represent the best tradeoff to the Government among past performance, the technical proposal, price, and socioeconomic commitment. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the benefits associated with the offerors record of past performance, its technical proposal, and socioeconomic commitment.

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

(d) **EVALUATION OF PAST PERFORMANCE.**

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

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

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

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

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

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

(e) **EVALUATION OF TECHNICAL PROPOSAL.**

(1) The technical proposal provided by the offeror will be evaluated as a separate factor of the offerors proposal under this solicitation. The Government will evaluate, based upon pre-established standards, the extent to which an offeror can demonstrate the ability to perform the estimated three-year delivery requirement as stated in the line item delivery narrative. The Government will evaluate the offerors technical approach for arranging and executing transportation and product supply assets to support orders placed under any awarded contract, including owned trucking assets or subcontracted assets and their associated condition and capacities in order to provide sufficient transportation of product at critical delivery peaks or surge periods. The Government will also evaluate the offerors supply capability based on its supply agreements or supply commitments.

(f) **EVALUATION OF SOCIOECONOMIC COMMITMENT.**

(1) The socioeconomic proposal provided by the offeror will be evaluated as follows:

(i) As a separate factor, for the offerors proposal under this solicitation; and

(ii) As an element of the Business Relations sub-factor of the Past Performance Factor.(2) The Government will evaluate, based on pre-established standards, the extent to which an offeror proposes to use small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. An offeror that demonstrates greater commitment to partnering and subcontracting with small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will receive more favorable ratings. An offeror with higher percentage, complexity level, and variety of participation by small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses generally will receive more favorable ratings. Partnering includes joint ventures, teaming arrangements, and supply arrangements. An offerors current efforts to develop additional opportunities for small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will also be considered.

(3) The offerors proposal for socioeconomic support will be made a part of any resultant contract for use in determining how well the Contractor adheres to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor performs. This determination may be used in future best value decisions.

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

(DESC 52.209-9F55)

ADDENDUM #2POSTAWARD 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 pre-selected reference price for an item as published on 04 March 2002. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the pre-selected 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 pre-selected 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 pre-selected 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 pre-selected 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 pre-selected 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 pre-selected 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's Published Average.
Price for city and product noted.

OPIS - **Oil Price Information Service PAD Reports** - Average price for the city and product noted.

Platt's - **Platt's Oilgram Price Report** - Five-Day Rolling Averages Table **5 Days Ending on Friday**. The average of the high and low price for the location and product noted.

REGION 3**PETROLEUM MARKET AREAS****STATE****COUNTIES****Delaware**

ALL

District of Columbia

ALL

Indiana

- A. Clark, Crawford, Daviess, Dubois, Floyd, Gibson, Harrison, Jefferson, Knox, Martin, Orange, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Warrick, Washington
- B. Dearborn, Decatur, Fayette, Franklin, Ohio, Ripley, Rush, Union
- C. Adams, Allen, Benton, Carroll, Cass, De Kalb, Elkhart, Fulton, Huntington, Jasper, Kosciusko, La Porte, Lagrange, Lake, Marshall, Miami, Newton, Noble, Porter, Pulaski, St. Joseph, Starke, Steuben, Wabash, Wells, White, Whitley
- D. Bartholomew, Blackford, Boone, Brown, Clay, Clinton, Delaware, Fountain, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Jackson, Jay, Jennings, Johnson, Lawrence, Madison, Marion, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Randolph, Shelby, Sullivan, Tippecanoe, Tipton, Vermillion, Vigo, Warren, Wayne

Kentucky

- A. Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Marshall, McCracken
- B. Adair, Allen, Barren, Butler, Casey, Clay, Clinton, Christian, Cumberland, Edmonson, Green, Hart, Laurel, Logan, Metcalfe, Monroe, Russell, Simpson, Taylor, Todd, Trigg, Warren
- C. Anderson, Boone, Boyle, Breckinridge, Bullitt, Caldwell, Campbell, Carroll, Crittenden, Daviess, Franklin, Gallatin, Grant, Grayson, Hancock, Hardin, Henderson, Henry, Hopkins, Jefferson, Kenton, Larue, Lyon, Marion, McLean, Meade, Mercer, Muhlenberg, Nelson, Ohio, Oldham, Owen, Pendleton, Shelby, Spencer, Trimble, Union, Washington, Webster
- D. Bath, Bell, Bourbon, Boyd, Bracken, Breathitt, Carter, Clark, Elliott, Estill, Fayette, Fleming, Floyd, Garrard, Greenup, Harlan, Harrison, Jackson, Jessamine, Johnson, Knott, Knox, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, Madison, Magoffin, Martin, Mason, McCreary, Menifee, Montgomery, Morgan, Nicholas, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Wayne, Whitley, Wolfe, Woodford

Maryland

- A. Allegany, Garrett
- B. Calvert, Charles, Montgomery, Prince Georges, St. Marys
- C. Ann Arundel, Baltimore, Caroline, Carroll, Cecil, Dorchester, Frederick, Harford, Howard, Kent, Queen Anne's, Somerset, Talbot, Washington, Wicomico, Worcester, Independent City of Baltimore

Ohio

- A. Adams, Brown, Butler, Clermont, Clinton, Gallia, Hamilton, Highland, Jackson, Lawrence, Meigs, Pike, Preble, Scioto, Vinton, Warren
- B. Belmont, Carroll, Columbiana, Harrison, Jefferson, Mahoning, Monroe, Noble, Washington
- C. Allen, Athens, Auglaize, Champaign, Clark, Coshocton, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Holmes, Knox, Licking, Logan, Madison, Marion, Mercer, Miami, Montgomery, Morgan, Morrow, Muskingum, Perry, Pickaway, Ross, Shelby, Tuscarawas, Union, Van Wert
- D. Ashland, Ashtabula, Crawford, Cuyahoga, Defiance, Erie, Fulton, Geauga, Hancock, Henry, Huron, Lake, Lorain, Lucas, Medina, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Wayne, Williams, Wood, Wyandot

Tennessee

- A. Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton
- B. Bedford, Benton, Cannon, Carroll, Cheatham, Coffee, Davidson, Decatur, DeKalb, Dickson, Franklin, Giles, Hardin, Henderson, Henry, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Smith, Stewart, Sumner, Trousdale, Warren, Wayne, Weakley, Williamson, Wilson
- C. Bledsoe, Bradley, Clay, Cumberland, Fentress, Grundy, Hamilton, Jackson, Marion, McMinn, Meigs, Overton, Pickett, Polk, Putnam, Rhea, Sequatchie, Van Buren, White
- D. Anderson, Blount, Campbell, Carter, Claiborne, Cocke, Grainger, Greene, Hancock, Hamblen, Hawkins, Jefferson, Johnson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Sullivan, Unicoi, Union, Washington,

Virginia*

- A. Lee
- B. Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, Loudoun, Madison, Page, Prince William, Rappahannock, Rockingham, Shenandoah, Stafford, Warren
- C. Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, King & Queen, King George, King William, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Spotsylvania, Westmoreland
- D. Alleghany, Amherst, Appomattox, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Campbell, Carroll, Charlotte, Craig, Dickenson, Floyd, Franklin, Giles, Grayson, Halifax, Henry, Highland, Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe
- E. Accomack, Gloucester, Isle of Wight, James City, Mathews, Northampton, Southampton, Surry, Sussex, York

* Virginia contains independent cities which are administered separately from counties. Each independent city should be included in the surrounding or contiguous market area. Attached is a listing of independent cities and the market areas in which they should be included.

Market Area**Virginia Independent Cities**

- | | |
|---|---|
| A | None |
| B | Alexandria, Fairfax, Falls Church, Harrisonburg, Manassas, Manassas Park, Winchester |
| C | Charlottesville, Colonial Heights, Emporia, Franklin, Fredricksburg, Hopewell, Petersburg, Richmond |
| D | Bedford, Bristol, Buena Vista, Clifton Forge, Covington, Danville, Galax, Lexington, Lynchburg, Martinsville, Norton, Radford, Roanoke, Salem, South Boston, Staunton, Waynesboro |
| E | Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg |

West Virginia

- A. Berkeley, Jefferson, Morgan
- B. Barbour, Brooke, Doddridge, Grant, Hampshire, Hancock, Hardy, Harrison, Marion, Marshall, Mineral, Monongalia, Ohio, Pendleton, Pleasants, Preston, Randolph, Ritchie, Taylor, Tucker, Tyler, Wetzel, Wood
- C. Greenbrier, Mercer, Monroe, Pocahontas, Summers
- D. Boone, Braxton, Cabell, Calhoun, Clay, Fayette, Gilmer, Jackson, Kanawha, Lewis, Lincoln, Logan, Mason, McDowell, Mingo, Nicholas, Putnam, Raleigh, Roane, Upshur, Wayne, Webster, Wirt, Wyoming

GASOLINES*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCES</u>
<u>Delaware</u>	ALL	OPIS Wilmington
<u>District of Columbia</u>	ALL	OPIS Fairfax, VA
<u>Indiana</u>	A	AXXIS Louisville, KY
	B	AXXIS Cincinnati, OH
	C	AXXIS Chicago, IL
	D	AXXIS Indianapolis
<u>Kentucky</u>	A	OPIS Memphis, TN
	B	OPIS Nashville, TN
	C	AXXIS Louisville
	D	AXXIS Lexington
<u>Maryland</u>	A	OPIS Pittsburgh, PA
	B	OPIS Fairfax, VA
	C	OPIS Baltimore
<u>Ohio</u>	A	AXXIS Cincinnati
	B	OPIS Pittsburgh, PA
	C	OPIS Columbus
	D	AXXIS Cleveland
<u>Tennessee</u>	A	OPIS Memphis
	B	OPIS Nashville
	C	OPIS Chattanooga
	D	AXXIS Knoxville
<u>Virginia</u>	A	AXXIS Knoxville, TN
	B	OPIS Fairfax
	C	OPIS Richmond
	D	OPIS Roanoke
	E	OPIS Norfolk
<u>West Virginia</u>	A	OPIS Baltimore, MD
	B	OPIS Pittsburgh, PA
	C	OPIS Roanoke, VA
	D	AXXIS Charleston

NOTES*CLEAR/OXYGENATED GASOLINE**

a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All mid-grade unleaded gasoline items escalate/deescalate with mid-grade 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 (non-oxygenated) 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 mid-grade unleaded gasohol items escalate/deescalate with mid-grade 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 (non-oxygenated) 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

- a) **OPIS Louisville, KY**—All regular, mid-grade, and premium unleaded gasoline items in the following Indiana Counties: **Clark and Floyd** require 7.8 RVP during the summer. The requirement is handled by using Reformulated Gasoline without the oxygenate (RBOB). This meets the low RVP specification. Therefore any requirements for gasoline in **Clark and Floyd** counties in Indiana should use **OPIS Louisville, KY RFG Average** from May through September.
- b) **OPIS Memphis, TN**—All regular, mid-grade, and premium unleaded gasoline items in the following Tennessee counties: **Shelby**, should switch to the 7.8 RVP gasoline reference the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.
All other gasoline items using the OPIS Memphis, TN reference should use the 9.0 RVP price at all times.
- c) **OPIS Nashville, TN**—All regular, mid-grade, and premium unleaded gasoline items in the following Tennessee counties: **Davidson, Rutherford, Sumner, Williamson, and Wilson** should switch to the 7.8 RVP gasoline reference the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.
All other gasoline items using the OPIS Nashville, TN reference should use the 9.0 RVP price at all times.

NO. 2 DISTILLATE HIGH SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Delaware</u>	ALL	OPIS Wilmington
<u>District of Columbia</u>	ALL	OPIS Fairfax, VA
<u>Indiana</u>	A	AXXIS Louisville, KY
	B	AXXIS Cincinnati, OH
	C	AXXIS Chicago, IL
	D	AXXIS Indianapolis
<u>Kentucky</u>	A	OPIS Memphis, TN
	B	OPIS Chattanooga, TN
	C	AXXIS Louisville
	D	AXXIS Lexington
<u>Maryland</u>	A	OPIS Pittsburgh, PA
	B	OPIS Fairfax, VA
	C	OPIS Baltimore
<u>Ohio</u>	A	AXXIS Cincinnati
	B	OPIS Pittsburgh, PA
	C	OPIS Columbus
	D	AXXIS Cleveland
<u>Tennessee</u>	A	OPIS Memphis
	B	OPIS Nashville
	C	OPIS Chattanooga
	D	AXXIS Knoxville
<u>Virginia</u>	A	AXXIS Knoxville, TN
	B	OPIS Fairfax
	C	OPIS Richmond
	D	OPIS Roanoke
	E	OPIS Norfolk
<u>West Virginia</u>	A	OPIS Baltimore, MD
	B	OPIS Pittsburgh, PA
	C	OPIS Roanoke, VA
	D	AXXIS Charleston

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

NO. 2 DISTILLATE LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Delaware</u>	ALL	OPIS Wilmington
<u>District of Columbia</u>	ALL	OPIS Fairfax, VA
<u>Indiana</u>	A	AXXIS Louisville, KY
	B	AXXIS Cincinnati, OH
	C	AXXIS Chicago, IL
	D	AXXIS Indianapolis
<u>Kentucky</u>	A	OPIS Memphis, TN
	B	OPIS Chattanooga, TN
	C	AXXIS Louisville
	D	AXXIS Lexington
<u>Maryland</u>	A	OPIS Pittsburgh, PA
	B	OPIS Fairfax, VA
	C	OPIS Baltimore
<u>Ohio</u>	A	AXXIS Cincinnati
	B	OPIS Pittsburgh, PA
	C	OPIS Columbus
	D	AXXIS Cleveland
<u>Tennessee</u>	A	OPIS Memphis
	B	OPIS Nashville
	C	OPIS Chattanooga
	D	AXXIS Knoxville
<u>Virginia</u>	A	AXXIS Knoxville, TN
	B	OPIS Fairfax
	C	OPIS Richmond
	D	OPIS Roanoke
	E	OPIS Norfolk
<u>West Virginia</u>	A	OPIS Baltimore, MD
	B	OPIS Pittsburgh, PA
	C	OPIS Roanoke, VA
	D	AXXIS Charleston

* NOTE: Applies to DL2, DLS, LS2, LSS, Biodiesel

NO. 1 DISTILLATE HIGH SULFUR AND LOW SULFUR*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Delaware</u>	ALL	OPIS Baltimore, MD Low Sulfur
<u>District of Columbia</u>	ALL	OPIS Baltimore, MD Low Sulfur
<u>Indiana</u>	A	AXXIS Louisville, KY Low Sulfur
	B	AXXIS Cincinnati, OH Low Sulfur
	C	AXXIS Chicago, IL Low Sulfur
	D	AXXIS Indianapolis Low Sulfur
<u>Kentucky</u>	A	OPIS Memphis, TN Low Sulfur
	B	OPIS Chattanooga, TN Low Sulfur
	C	AXXIS Louisville Low Sulfur
	D	AXXIS Lexington Low Sulfur
<u>Maryland</u>	A	OPIS Pittsburgh, PA Low Sulfur
	B	OPIS Baltimore Low Sulfur
	C	OPIS Baltimore Low Sulfur
<u>Ohio</u>	A	AXXIS Cincinnati Low Sulfur
	B	OPIS Pittsburgh, PA Low Sulfur
	C	OPIS Columbus Low Sulfur
	D	AXXIS Cleveland Low Sulfur
<u>Tennessee</u>	A	OPIS Memphis Low Sulfur
	B	OPIS Nashville Low Sulfur
	C	OPIS Chattanooga Low Sulfur
	D	AXXIS Knoxville Low Sulfur
<u>Virginia</u>	A	AXXIS Knoxville, TN Low Sulfur
	B	OPIS Baltimore, MD Low Sulfur
	C	OPIS Richmond Low Sulfur
	D	OPIS Roanoke Low Sulfur
	E	OPIS Norfolk Low Sulfur
<u>West Virginia</u>	A	OPIS Baltimore, MD Low Sulfur
	B	OPIS Pittsburgh, PA Low Sulfur
	C	OPIS Roanoke, VA Low Sulfur
	D	OPIS Charleston Low Sulfur

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

NO. 4 FUEL OIL

<u>STATE</u>	<u>MARKET AREA</u>	<u>PRODUCT AND ESCALATION REFERENCE</u>
<u>District of Columbia</u>	ALL	<u>No.4 Burner Oil, 1% Max Sulfur</u> 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
<u>Maryland</u>	B	<u>No.4 Burner Oil, 1% Max Sulfur</u> 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
<u>Virginia</u>	B	<u>No.4 Burner Oil, 1% Max Sulfur</u> 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
	C	<u>No. 4 Burner Oil, 1.7% Max Sulfur</u> 50% Platts Gasoil/Heating Oil NY Cargo 10% Platts Hi Sulfur Resid Fuel Oil NY 2.2% 40% Platts Hi Sulfur Resid Fuel Oil NY 3.0%
	E	<u>No.4 Burner Oil, 1% Max Sulfur</u> 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%

NO. 5 FUEL OIL

<u>STATE</u>	<u>MARKET AREA</u>	<u>PRODUCT AND ESCALATION REFERENCE</u>
<u>Virginia</u>	E	<u>No.5 Burner Oil Light, 2.4% Max Sulfur</u> 40% Platts Gasoil/Heating Oil NY Cargo 60% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%

NO. 6 FUEL OIL

<u>STATE</u>	<u>MARKET AREA</u>	<u>PRODUCT AND ESCALATION REFERENCE</u>
<u>Delaware</u>	ALL	<u>No.6 Burner Oil, 0.5% Max Sulfur</u> Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP
<u>Maryland</u>	B	<u>No.6 Burner Oil, 0.5% Max Sulfur</u> Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP <u>No.6 Burner Oil, 1.0% Max Sulfur</u> Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max
	C	<u>No.6 Burner Oil, 2.0% Max Sulfur</u> 50% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max 50% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%

Virginia

- B** **No.6 Burner Oil, 0.5% Max Sulfur**
Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP
- No.6 Burner Oil, 1.0% Max Sulfur**
Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max

- E** **No.6 Burner Oil, 0.5% Max Sulfur**
Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP

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

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

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

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

(1) **OCTANE REQUIREMENTS.**

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

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

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

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

(2) **OXYGENATE REQUIREMENTS.**

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

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

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

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

(1) **OCTANE REQUIREMENTS.**

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

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

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

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

(2) OXYGENATE REQUIREMENTS.

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

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

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

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

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

(1) OCTANE REQUIREMENTS.

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

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

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

(2) OXYGENATE REQUIREMENTS.

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

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

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

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

(1) APPLICABLE TO ALL DIESEL GRADES.

(i) ADDITIVES.

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

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

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

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

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

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

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

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

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

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

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

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

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

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

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

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

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

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

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

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

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

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; AND

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

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

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

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

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

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

<u>ALLOWABLE</u> <u>CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> ¹	<u>REQUIRED</u> <u>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

Offerors 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 un-dyed (taxable) No. 1-K kerosene is suitable for use in non-flued (un-vented) kerosene burner appliances. No. 2-K kerosene (dyed or un-dyed) is unsuitable for non-flued (un-vented) 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)

C16.69-3 SPECIFICATIONS (CONT'D) (COG 3) (DESC MAR 1999)

SPECIAL NOTE: The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

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. 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.

REFORMULATED GASOLINE REQUIREMENTS. Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds, such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
DELAWARE COUNTIES		
Kent, New Castle, Sussex	Year Round	2.0 Wt%
DISTRICT OF COLUMBIA		
	Year Round	2.0 Wt%
INDIANA COUNTIES		
Lake, Porter	Year Round	2.0 Wt%
KENTUCKY COUNTIES		
Boone, Bullitt (part), Campbell, Jefferson, Kenton, Oldham (part)	Year Round	2.0 Wt%
MARYLAND CITIES		
Baltimore	Year Round	2.0 Wt%
MARYLAND COUNTIES		
Anne Arundel, Baltimore, Calvert, Carroll, Cecil, Charles, Frederick, Harford, Howard, Kent, Montgomery, Prince George's, Queen Anne's	Year Round	2.0 Wt%
VIRGINIA CITIES		
Alexandria, Chesapeake, Colonial Heights, Fairfax, Falls Church, Hampton, Hopewell, Manassas, Manassas Park, Newport News, Norfolk, Poqoson, Portsmouth, Richmond, Suffolk, Virginia Beach, Williamsburg	Year Round	2.0 Wt%
VIRGINIA COUNTIES		
Arlington, Charles City, Chesterfield, Fairfax, Hanover, Henrico, James City, Loudoun, Prince William, Stafford, York	Year Round	2.0 Wt%

(DESC 52.246-9FY1)

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)**(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product.

Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)
2. Shipping Line (All Modes): Dedicated Line Common Line	Prior to Loading/Shipping	Line	C B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: C - When loading lubes and FSII

NOTES FOR TABLE I:

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

TABLE II

SAMPLE RETENTION

TYPE OF SAMPLE	MINIMUM QUANTITY	RETENTION PERIOD
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Tanker/Barge)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Pipeline)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tank Truck/Car, Intermodal Container	1 Liter	15 Days (Lubes - 45 days)
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tanker/Barge Each Compartment	0.5 Liter	45 Days

TABLE III

DEFINITIONS OF TEST SERIES

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

TEST PROPERTIES	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE		BURNER FUELS		LUBES		FSII
	B	C	B	C	B	C	B	C	B	C	B	C	C
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparator			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	

* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

LAST PRODUCT CARRIED (2)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

THE FOLLOWING CLAUSE, WHEN USED IN CONUS AND ALASKA POSTS, CAMPS, AND STATIONS SOLICITATIONS, APPLIES TO PRODUCT DELIVERED BY BARGE. WHEN USED IN DOMESTIC BUNKERS SOLICITATIONS, IT APPLIES TO DISTILLATE PRODUCTS (F76, DF2, AND MGO) DELIVERED BY ALL MODES, BUT DOES NOT APPLY TO LOCATIONS IN ALASKA, PUERTO RICO, VIRGIN ISLANDS, AND AMERICAN SAMOA (PAGO PAGO).

E4 INSPECTION AND ACCEPTANCE (DESC NOV 1991)

(a) **INSPECTION.** When Government inspection is required, it will be performed by the Quality Representative assigned responsibility over the location where loading takes place. In order that such inspection can be accomplished, the Contractor will provide the Quality Office, upon receipt of an order, with the following information, at least 24 hours prior to delivery (5 days, if possible):

- (1) Contract number and order number;
- (2) Specification and nomenclature of product;
- (3) Date and time of shipment;
- (4) Name and location of refinery of supplies ordered and furnished;
- (5) Identity of conveyance and consignee; and
- (6) Quantity to be shipped.

(b) **ACCEPTANCE.**

- (1) Acceptance by the Government of supplies ordered and furnished shall be at origin on f.o.b. origin deliveries.
- (2) Acceptance by the Government of supplies ordered and furnished shall be at destination on f.o.b. destination deliveries.

(c) **QUALITY OFFICES AND AREAS.** A List of Quality Offices and Areas will be furnished to successful offerors.

(DESC 52.246-9FJ1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.246-2)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

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

(DESC 52.246-9FQ1)

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

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

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

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

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

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

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

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

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

(DESC 52.246-9FR1)

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

(a) SOURCE RESTRICTION.

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

- (3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) SOURCE INSPECTION.

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.

- (2) At the time the change becomes effective--

- (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;
- (ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
- (iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.(DESC 52.246-9F55)

F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)

IMPORTANT NOTE on EPA TESTING OF UNDERGROUND TANKS. If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

(a) F.O.B. ORIGIN. On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—

- (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(b) F.O.B. DESTINATION. On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--

(1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time. (DESC 52.247-9FH5)

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

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

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

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

(DESC 52.211-9FB1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) **WATER BOTTOMS.**

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

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

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

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

- (1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.
 - (i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.
 - (ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
 - (iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--
 - (A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.
 - (B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

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

(DESC 52.211-9FA5)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

(DESC 52.247-9FJ5)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

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

(1) Ordering period begins: 01 August 2002 and ends: 31 July 2005.

(2) Delivery period begins: 01 August 2002 and ends: 30 days after end of ordering period.

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

(DESC 52.242-9F75)

F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.

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

(e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

F20.02 AUTOMATIC FILL-UP PROVISIONS (PORTS INTERNET APPLICATION) (DESC SEP 2000)

Where, for particular items, "**Automatic Fill-Up**" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor--

- (1) A map or other written information indicating the location and capacity of each receiving tank;
- (2) A record of deliveries to each tank during the previous heating season; and
- (3) A description of any restricted areas and any special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7 a.m. and 7 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule that will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(4) of the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause shall not be applicable on those items where "**Automatic Fill-Up**" applies.

(d) The Contractor shall prepare the receipt document (DD Form 250/invoice) for each item for no more or less than the total daily delivered quantity at a particular activity.

(e) Each receipt document (DD Form 250/invoice) prepared and submitted to the Government for "**Automatic Fill-Up**" deliveries shall record the quantity delivered into each individual tank for the particular delivery day that will be depicted on the DD Form 250 continuation sheet.

(DESC 52.242-9FD2)

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)

(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

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

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

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

APPLICABLE TO DoD ACTIVITIES ONLY.

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

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

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

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

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

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

(c) **COMMERCIAL RECEIPTS.**

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

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;

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

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

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

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

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

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

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

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

(i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature or it will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.

(ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) **PAYMENT.**

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

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

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

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

(DESC 52.232-9FH6)

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

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

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

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

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

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

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

(2) CERTIFICATION OF RECEIPT.

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

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

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

(iii) PC&S DELIVERIES.

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

(3) SUBMISSION OF INVOICES.

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

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

(iii) COURIER DELIVERY OF INVOICES.

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

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

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

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

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

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

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

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

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

(DESC 52.232-9F90)

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

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

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

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

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

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

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

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

(DESC 52.232-9F85)

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

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

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

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

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

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

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

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

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

(DESC 52.212-9F52)

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

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

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

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

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

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

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

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
* K1.01-7	DESC 52.212-9F35	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)
* K1.01-10	FAR 52.212-3/Alts I/III	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/III) (APR 2001/OCT 2000/OCT 2000)
* K1.05	DFARS 252.212-7000, tailored	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995)
* K33.01	DESC 52.215-9F28	AUTHORIZED NEGOTIATORS (DESC JAN 1998)
* K45.01	DESC 52.232-9F20	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)
* K85	DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (SEP 1999) - DLAD
* L117	DESC 52.247-9F60	NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
E40	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)
* F3	DESC 52.247-9FK1	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC FEB 2001)
* F16	DESC 52.247-9FF1	BARGE UNLOADING CONDITIONS (DESC MAY 1998)
* G9.06	DESC 52.232-9F55	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

*G9.07	DESC 52.232-9FJ1	ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC JUN 2000)
G150.03	DESC 52.232-9FH5	ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I27	FAR 52.203-3	GRATUITIES (APR 1984)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
I190.05	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
I225	FAR 52.232-1	PAYMENTS (APR 1984)

(DESC 52.252-9F08)

*NOTE: PROVISIONS AND CLAUSES PROVIDED IN FULL TEXT IN OFFER SUBMISSION PACKAGE (OSP) UNDER SEPARATE COVER.

I1.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

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

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

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

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

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

(DESC 52.249-9F20)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

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

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

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

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

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

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

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

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

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

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

(DESC 52.229-9F15)

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

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

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

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

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

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

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

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

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

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

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

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

(8) **EXEMPT SALES.** Sales of jet fuel and aviation gasoline for military aircraft are tax exempt. Sales to the Army National Guard (for their exclusive use) and the District of Columbia government are also exempt. Contractors authorized by the IRS to sell tax-free gasoline, un-dyed diesel fuel, and un-dyed non-aviation 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 non-aviation kerosene (2-K) if applicable to the end user (Federal Civilian activities only) and if applicable in the state where delivery is made.

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

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

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

(DESC 52.229-9F25)

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

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

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

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

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

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

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

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

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

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

(DESC 52.229-9F45)

THE FOLLOWING CLAUSE APPLIES ONLY TO UNRESTRICTED ITEMS AND, IF APPLICABLE, ANY TOTAL SMALL BUSINESS SET-ASIDE ITEMS.

184 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 August 2005.

(FAR 52.216-21)

186.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:

(1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;

(2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or

(3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order received that exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may secure the supplies from another source.

(e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9FK1)

I174.05 MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999)

(a) To be eligible for the HUBZone Price Evaluation Preference (HPEP) under this solicitation, a small business must agree to provide only product manufactured/refined by a HUBZone-qualified small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(b) All small businesses expecting to receive the HPEP as described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the HUBZone-qualified small manufacturer(s)/refinery(ies) identified on the applicable Price Data Sheet contained in the Offeror Submission Package will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed HUBZone small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new HUBZone small business supplier before operations with the new firm commence.

(c) In order to be eligible for the HPEP, all small businesses must provide the following information with the offer; failure to do so may render the offer ineligible for award with an HPEP:

- (1) Name(s) and address(es) of the HUBZone small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed HUBZone small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(d) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F36)

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

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

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

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

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

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(e) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F37)

I179 ALLOCATION (DESC JUL 1995)

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

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

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

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

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

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

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

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

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

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

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

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

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

(DESC 52.249-9F05)

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

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

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

(DESC 52.223-9F10)

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

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

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

(DESC 52.223-9F06)

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

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

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

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

(DESC 52.217-9F20)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 August 2002** through **31 July 2005**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (OCT 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)