

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

1. SOLICITATION NUMBER

SP0600-02-R-0086

2. (X one)

a. SEALED BID

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: DESC-PLC
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222

BUYER: MR. R. LEIGH GILLETTE
TELEPHONE: 703-767-9530
FACSIMILE: 703-767-8506
e-mail: lgillette@desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

GASOHOL / GASOLINE	6,084,800 USG
DIESEL FUEL	6,081,000 USG
AVIATION FUEL	3,548,000 USG

LOCATION: HAWAII PC&S
PURCHASE PROGRAM: 3.10
ORDERING PERIOD: 1 JANUARY 2003 THRU 31 DECEMBER 2005

5. PROCUREMENT INFORMATION (X and complete as applicable)

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/>	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION:

****IMPORTANT INFORMATION****

ATTENTION OFFERORS

THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION
PRIOR TO PREPARATION OF YOUR OFFER.

(CONTINUED ON PAGE 3)

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) GILLETTE, R. LEIGH	b. ADDRESS (Including Zip Code) DEFENSE ENERGY SUPPORT CENTER (DESC) ATTN: DESC-PLC 8725 JOHN J. KINGMAN RD STE 4950 FORT BELVOIR VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-9530	

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 (REVERSE), MAR 90

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FROM:

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SOLICITATION NUMBER	
SP0600-02-R-0086	
DATE (YYMMDD)	LOCAL TIME
020830	3:00 PM

TO ATTN: BID CUSTODIAN / DESC-CPC / RM 3729
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J. KINGMAN RD STE 4950
 FORT BELVOIR VA 22060-6222

- A. CLOSING DATE: 30 AUGUST 2002, 3:00 PM LOCAL TIME, FORT BELVOIR VA.**
- B. CONTRACT TYPE:** Any contract(s) awarded as a result of this solicitation will be a multiyear (3-year period) "REQUIREMENTS-FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" type contract. Refer to Clause I84 **REQUIREMENTS**, and Clause I86.03 **DELIVERY-ORDER LIMITATIONS**.
- C. OFFER SUBMISSION:** Facsimile offers are authorized per Clause L2.11-2 **FACSIMILE PROPOSALS**. As part of your offer, please complete and submit all forms in accompanying Certification Package and the supply schedule under Clauses B1.01 and B1.01-2 **SUPPLIES TO BE FURNISHED** for items your company is offering on. When submitting your offer via fax, please ATTENTION your offer to **BID CUSTODIAN / DESC-CPC, RM 3729**, and FAX: (703) 767-8506.
- D. AMENDMENTS:** Offerors must acknowledge receipt of any and all amendments to this solicitation by completing Block 8 and signing and returning the amendment with your offer.
- E. MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions essential for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period. Please retain this document for reference.
- F. OFFER SUBMISSION PACKAGE (OSP):** Offerors should review all clauses in the solicitation, the general information on this DD Form 1707 and the "Offer Submission Package," which contains all clauses that require the offeror to fill in information. Please complete and submit the original OSP in its entirety as your offer. Any certification clauses not pertaining to your company should be annotated 'N/A'. Any certification clauses added and/or revised in any amendment(s) issued to this solicitation must be complete and returned. These clauses may or may not require your completion by entering the necessary information.
- G.** Any contract awarded to a contractor, who at the time of award was suspended, debarred, or ineligible for receipt of contract with Government Agencies or in receipt of proposed debarment from any Government Agency, is voidable at the option of the Government.
- H. ECONOMIC PRICE ADJUSTMENTS (EPAs):** This solicitation contains one economic price adjustment provision. All items should be based on the offeror's established company postings (see Clause B19.27 **ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE**). All offerors should ensure that their initial proposals are based on the reference price in effect on **12 AUG 02**. Offerors are requested to complete the Offeror Pricing Sheets (Attachment III – a MSExcel® document) and to complete the Posting History Worksheet (Attachment I) for each product being offered as part of their initial offer.
- I. GASOHOL / GASOLINE:** When offering on Gasoline/Gasohol items, please be aware that offers may be submitted on gasoline, gasohol, or both. **GASOLINE ITEMS ARE ALTERNATE TO THE CORRESPONDING GASOHOL ITEM** and the same estimated quantity listed under the gasohol item will apply to the gasoline item. If you are not capable of providing gasohol for the entire contract period, you should offer on the corresponding gasoline item only. If you offer on both gasoline/gasohol, award will be made based on the best overall value to the Government.
- J. PRICE CHANGE MODIFICATIONS** will no longer be mailed. Updated prices are available on the DESC Web Site under "Doing Business with DESC". See PART A, Subparagraph (c)(3) of Clause B19.27 **ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE**.
- K. TAX INFORMATION:** Please refer to Contract Clauses I28.02-2 **FEDERAL, STATE, AND LOCAL TAXES; FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE**; and I28.03-2 **TAX EXEMPTION CERTIFICATES**, for specific guidance regarding taxes and fees that are to be included or excluded from your offer price. The taxes addressed in this solicitation are merely examples of the types involved and are not intended to be a complete list. The accuracy of this list is not guaranteed.

IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE ALL APPLICABLE TAXES AND FEES ARE INCLUDED OR EXCLUDED FROM ITS OFFER PRICE.

- L. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of the Standard Form 1449. If you have a current Government contract (or previously had a Government contract) and do not know what the company's CAGE Code is, please contact Mr. R. Leigh Gillette at (703) 767-9530. If you have not been assigned a CAGE Code, insert the word "NONE" in Block 17a, SF 1449.
- M. CENTRAL CONTRACTOR REGISTRATION (CCR):** Prospective awardees must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation. See Clause **REQUIRED CENTRAL CONTRACTOR REGISTRATION**. Registration may be performed via Internet at <https://www.ccr.dlsc.dla.mil/ccr/>.

N. **LATE OFFERS:** Please note that offers must be received by 30 August 2002, 3:00 pm, local time, Ft. Belvoir, VA. Any offer that is received after 3:00 pm will be considered "late" and, therefore, may be determined unacceptable. See Clause L2.05-5 **INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS**, subparagraph (h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

O. **BEST OVERALL VALUE:** Please be advised that the Government will now be awarding contracts to the responsible offeror(s) that represent the "Best Overall Value". The Government will evaluate each offeror's record of past performance, the offeror's commitment to using small, small disadvantaged, veteran owned, service disabled veteran owned and women-owned small businesses in the performance of any resultant contract, as well as price and other price related factors. All offerors are required to complete the Contractor Performance Data Sheet (Attachment II) and to submit a written socioeconomic plan. For more information, your attention is invited to the following clauses:

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)
M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC JAN 2001)

P. Clauses identified as IBR in Index: Some clauses available in the Federal Acquisition Regulation (FAR), the DOD FAR SUPPLEMENT (DFARS), and the Defense Logistics Acquisition Directive 4105.1 (DLAD), have been incorporated by reference (IBR). If your company cannot access these clauses on the WEB, you may request a copy from Mr. Leigh Gillette, (703) 7676-9530.

Q. **HUBZONE EVALUATION PREFERENCE:** To receive the Hubzone evaluation preference, an offer must appear on the Small Business Administration (SBA) List of Qualified Hubzone Small Business Concerns at the time of offer submission AND the product offered must be obtained from a manufacture located in a Hubzone. Further information regarding the SBA Hubzone list and requirements may be obtained at the SBA web site at <http://www.sba.gov/hubzone/>.

R. **SMALL DISADVANTAGED BUSINESS PRICE EVALUATION ADJUSTMENT (PEA) PURSUANT TO FAR 19.11:** The SDB PEA for all Department of Defense items has been suspended for all solicitations issued through 23 February 2003. However, the SDB PEA is applicable to all Federal Civilian items with the exception of the United States Postal Service (USPS). Please review Clause I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS and Clause I174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED). Price Form DESC 2.16C must be used for offer to be considered for SDB PEA in accordance with clause I174.06

S. **SMALL BUSINESSES:** Any questions regarding Small Businesses and Small Disadvantaged Businesses should be directed to Mrs Kathy Williams, (703) 767-9400. The toll free number outside of Virginia is 1-800-523-2601.

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

U. For clarification, explanation, or additional information, contact Mr. R. Leigh Gillette at (703) 767-9530; FAX (703) 767-8506; or e-mail: lgillette@desc.dla.mil or Mr. Ted Jones at (703) 767-9635, e-mail: tjones@desc.dla.mil (NOTE: e-mail is the preferred method).

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

Operations Center, Contingency Plans and Operations Division (DESC-DL)
Telephone: (703) 767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER SP0600-02-0108/0109		PAGE 1 OF 92	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				<i>K</i>			
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-02R-0086	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME R. LEIGH GILLETTE				b. TELEPHONE NUMBER (no collect calls) (703) 767-9530	
9. ISSUED BY DESC-PLC/LEIGH GILLETTE DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> 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	
E-MAIL: lgillette@desc.dla.mil PHONE: (703) 767-9530 FACSIMILE: (703) 767-8506		P.P. 3.10		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9		13b. RATING	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		FAX NO:		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE CLAUSES B1.01 & B1.01-2					
		(Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<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		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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DD FORM 1707: INFORMATION TO OFFERORS OR QUOTERS

SF FORM 1449: SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

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CONTRACTOR PERFORMANCE DATA SHEET

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I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	Page 90

I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)	IBR
I190.06	MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)	Page 90
I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)	Page 90
I211	ORDERING (OCT 1995)	IBR
I238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	Page 91
I240.01	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998)	Page 91

SCHEDULE

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 __) 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
<p>----- 001 ARMY NATIONAL GUARD -----</p> <p>HILO HI, ARMY NG, GENERAL LYMAN FIELD (FOR USPFO HI), ISLAND OF HAWAII HAWAII COUNTY DELIVERY DODAAC: W81KK5 ORDERING OFFICE: 808-935-6900</p>	
<p>001-06 JET FUEL, TYPE A TURBINE FUEL JAA (COM JET A W/FSII) (COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE) ***PORTS ACTIVE***</p> <p>FOB ORIGIN (FOB), GOV'T TOP LOADING EQUIPMENT AT</p> <p>SUPPLIERS WORKS ON ISLAND OF HAWAII INTO 1/1,200 GALLON TANKER TRUCK(S) 1/2,500 GALLON HEMTT TANKER(S) DELIVERY HOURS: 0730-1630 MONDAY TO FRIDAY WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE. HEAVY USAGE PERIOD: MAY - NOV NOTE: THIS IS AN ALTERNATIVE LINE ITEM FOR ITEM 001-061. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT. AWARDED QUANTITY WILL BE 32,000 GALLONS.</p>	<p>48,000 GL</p>

ITEM ESTIMATED
NUMBER QUANTITY UI

007 UNITED STATES ARMY

POHAKULOA AND VICINITY
HI, ARMY, USAG-HI, 36 MILES FROM HILO ON SADDLE ROAD, ISLAND OF
HAWAII
HAWAII COUNTY
DELIVERY DODAAC: W91EAF
ORDERING OFFICE: 808-536-2294 EXT 421
ORDERING DODAAC : W80X9S

007-06 JET FUEL, TYPE A 1,500,000 GL
TURBINE FUEL JAA
(COM JET A W/FSII)
(COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE)
PORTS ACTIVE

TANK TRUCK (TT), INTO
2/10,000 GALLON TANKS
NOTE: WEEKEND DELIVERIES MAY BE REQUIRED WITH
ADVANCE NOTICE.
DELIVERY HOURS: 0700-1600
THIS FUEL IS DESC FUNDED
THIS FUEL IS CAPITALIZED

007-13 DIESEL FUEL #2 (DL2) 75,000 GL
PORTS ACTIVE

TANK TRUCK (TT), INTO
2/10,000 GALLON TANKS
DELIVERY HOURS: 0700-1600
DELIVERY PERIOD: JANUARY - NOVEMBER.
NOTE: WEEKEND DELIVERIES MAY BE REQUIRED WITH
ADVANCE NOTICE.
THIS FUEL IS DESC FUNDED
THIS FUEL IS CAPITALIZED

ITEM ESTIMATED
NUMBER QUANTITY UI

013 UNITED STATES ARMY

HONOLULU
HI, ARMY, TRIPLER ARMY MEDICAL CENTER, TAMC, (FOR USAG-HI), ISLAND
OF OAHU
CITY AND COUNTY OF HONOLULU
DELIVERY DODAAC: WX3JN3
BILLING DODAAC : WX3JN3
ORDERING OFFICE: 808-433-6068

013-13 DIESEL FUEL #2 (DL2) 480,000 GL
PORTS ACTIVE

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK BUILDING 137
2/7,500 GALLON BELOW GROUND TANK WING G1, LEVEL C
DELIVERY HOURS: 0800-1400

SCHOFIELD BARRACKS
HI, ARMY, U.S. ARMY QUARTERMASTER LAUNDRY, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY DODAAC: WX3JN3
ORDERING OFFICE: 808-655-0011

019-13 DIESEL FUEL #2 (DL2) 300,000 GL
PORTS ACTIVE

TANK TRUCK (TT), INTO
1/8,000 GALLON TANK AT BLDG 2802 (LAUNDRY).
DELIVERY HOURS: 0700-1500

ITEM NUMBER	ESTIMATED QUANTITY UI
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 020 UNITED STATES ARMY

SCHOFIELD BARRACKS
 HI, ARMY, DEFENSE FUEL SUPPLY POINT, SUPER SERVICE STATION, ISLAND
 OF OAHU CONTRACTOR OWNED / CONTRACTOR OPERATED
 HONOLULU COUNTY
 DELIVERY DODAAC: UY7325
 ORDERING OFFICE: 808-477-0522
 ORDERING DODAAC : UY7325

020-13	DIESEL FUEL #2 (DL2) ***PORTS ACTIVE***	450,000 GL
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TANK TRUCK (TT), INTO
 1/20,000 GALLON ABOVE GROUND TANK(S)
 THIS FUEL IS DESC FUNDED
 THIS FUEL IS CAPITALIZED

020-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	90,000 GL
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TANK TRUCK (TT), INTO
 1/20,000 GALLON ABOVE GROUND TANK(S)
 THIS FUEL IS DESC FUNDED
 THIS FUEL IS CAPITALIZED

020-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK TRUCK (TT), INTO
 1/20,000 GALLON ABOVE GROUND TANK(S)
 THIS FUEL IS DESC FUNDED
 THIS FUEL IS CAPITALIZED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 020-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM NUMBER	ESTIMATED QUANTITY UI
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500 UNITED STATES NAVY

BARKING SANDS RANGE
HI, NAVY, (FOR PMRF, CONTRACTOR ITT INDUSTRIES, SYSTEM DIVISION),
ISLAND OF KAUAI
KAUAI COUNTY
DELIVERY DODAAC: N0534A
ORDERING OFFICE: 808-335-4198

500-68	DIESEL FUEL #2, LOW SULF (LS2) **PORTS ACTIVE**	75,000 GL
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TANK WAGON (TW), W/PUMP INTO
1/6,000 GALLON TANK AT SERVICE STATION
DELIVERY HOURS: 0700-1530
THIS FUEL IS CAPITALIZED

500-70	DIESEL FUEL #2, HIGH SUL (HS2) **PORTS ACTIVE**	335,000 GL
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TANK TRUCK (TT), W/PUMP INTO
3/10,000 GALLON TANKS AT POWER PLANT
THIS FUEL IS CAPITALIZED

ITEM ESTIMATED
NUMBER QUANTITY UI

501 UNITED STATES NAVY

KEKAHA
HI, NAVY, PMRF FUEL FARM, ISLAND OF KAUAI
KAUAI COUNTY
DELIVERY DODAAC: N0534A
ORDERING OFFICE: 808-335-4642

501-06 JET FUEL, TYPE A 2,000,000 GL

(COM JET A W/FSII)
(COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE)
PORTS ACTIVITY

TANK TRUCK (TT), AT FUEL FARM (PRMF) INTO
1/50,000 GALLON TANK
DELIVERY:
OCT-MAY, 0730-1600, M-F
JUN-SEP, 0600-1500, M-F
NOTE: CONTRACTOR TO DELIVER FROM CONTRACTOR'S
STORAGE FACILITIES AT KAUAI FOR DELIVERY
INTO
GOVT TANKS AT PMRF, BARKING SANDS.
THIS FUEL IS DESC FUNDED
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

505 UNITED STATES NAVY

FORT KAMEHAMEHA
HI, NAVY, FORT KAM ROAD, WWTP (FOR PWC)
ISLAND OF OAHU
DELIVERY DODAAC: N62755
ORDERING OFFICE: 808-471-9703

505-70 DIESEL FUEL #2, HIGH SUL (HS2) 72,000 GL
MAX. SULFUR CONTENT 0.50 %
FUEL LAB REPORT REQUIRED PRIOR TO OFF-LOADING DIESEL
PORTS ACTIVE

TANK WAGON (TW), INTO
2/5,000 GALLON ABOVE GROUND TANK(S) LOCATED AT BLDGS 1701-1 AND 1702-2
1/2,000 GALLON ABOVE GROUND TANK(S) LOCATED AT BLDG 6895
1/1,000 GALLON ABOVE GROUND TANK(S) LOCATED AT BLDG 1352
DELIVERY HOURS: 0700-16000

ITEM NUMBER	ESTIMATED QUANTITY UI
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506 UNITED STATES NAVY

MAKAHA RIDGE
HI, NAVY, (FOR BARKING SANDS RANGE)(FOR PMRF, CONTRACTOR-ITT
INDUSTRIES, SYSTEMS DIVISION) ISLAND OF KAUAI
KAUAI COUNTY
DELIVERY DODAAC: N0534A
ORDERING OFFICE: 808-335-4198

506-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	13,000 GL
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TANK WAGON (TW), INTO
1/1,000 GALLON TANK

506-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
1/1,000 GALLON TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
506-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

506-70	DIESEL FUEL #2, HIGH SUL (HS2) ***PORTS ACTIVE***	65,000 GL
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TANK WAGON (TW), INTO
2/6,000 GALLON TANKS
THIS FUEL IS CAPITALIZED

ITEM NUMBER	ESTIMATED QUANTITY UI
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 512 UNITED STATES NAVY

PORT ALLEN HARBOR,
 HI, NAVY, (DOCKSIDE, FOR BARKING SANDS RANGE)(FOR PMRF,
 CONTRACTOR-ITT INDUSTRIES, SYSTEMS DIVISION) SURFACE TARGET, ISLAND
 OF KAUAI
 KAUAI COUNTY
 DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4198

512-28	GASOLINE, REG UNL (MUR) **PORTS ACTIVE**	55,000 GL
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TANK WAGON (TW), INTO
 1/2,000 GALLON TANK TRUCK
 THIS FUEL IS CAPITALIZED

PORT ALLEN
 HI, NAVY, MARINE DEPARTMENT, (FOR PMRF, CONTRACTOR-ITT INDUSTRIES,
 SYSTEMS DIVISION), ISLAND OF KAUAI
 KAUAI COUNTY
 DELIVERY DODAAC: N0534A
 ORDERING OFFICE: 808-335-4198

518-70	DIESEL FUEL #2, HIGH SUL (HS2) **PORTS ACTIVE**	230,000 GL
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TANK WAGON (TW), W/PUMP INTO
 2/5,000 GALLON TANKS
 MULTIPLE DROP
 THIS FUEL IS CAPITALIZED

ITEM NUMBER	ESTIMATED QUANTITY UI	
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524 UNITED STATES NAVY

KOKEE/KOKEE STATE PARK
HI, NAVY, (FOR BARKING SANDS RANGE) (FOR PMRF, CONTRACTOR-ITT
SERVICES, SYSTEMS DIVISION), ISLAND OF KAUAI
KAUAI COUNTY
DELIVERY DODAAC: N0534A
ORDERING OFFICE: 808-335-4198

524-70	DIESEL FUEL #2, HIGH SUL (HS2)	50,000 GL
	PORTS ACTIVE	

TANK TRUCK (TT), INTO
2/25,000 GALLON TANKS
THIS FUEL IS CAPITALIZED

BARBERS POINT
HI, NAVY, NAVAL AIR STATION, MISSION STREET (FOR PUBLIC WORKS
CENTER), ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY DODAAC: N62755
ORDERING OFFICE: 808-474-3134, EXT 221

542-24	GASOHOL, REG UNL (GUR)	145,000 GL
	PORTS ACTIVE	

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
DELIVERY HOURS: 0700-1530

542-28	GASOLINE, REG UNL (MUR)	0 GL
	PORTS ACTIVE	

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
DELIVERY HOURS: 0700-1530
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
542-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM ESTIMATED
NUMBER QUANTITY UI

542 UNITED STATES NAVY

542-68 DIESEL FUEL #2, LOW SULF (LS2) 100,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
DELIVERY HOURS: 0700-1530

BARBERS POINT
HI, NAVY, NAVAL AIR STATION, BLDG 90 ENTERPRISE AVENUE (FOR PWC)
ISLAND OF OAHU
DELIVERY DODAAC: N62755
ORDERING OFFICE: 808-474-3134, EXT 221

543-68 DIESEL FUEL #2, LOW SULF (LS2) 72,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/2,000 GALLON TANK TRUCK
DELIVERY HOURS: 0700-1530

ITEM NUMBER	ESTIMATED QUANTITY UI
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 548 UNITED STATES NAVY

PEARL HARBOR
 HI, NAVY, FORD ISLAND, BUILDING 197, LEXINGTON BOULEVARD AND
 INDEPENDENCE STREET (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-474-3134, EXT 221

548-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE**	100,000 GL
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TANK WAGON (TW), INTO
 1/4,000 GALLON TANK
 DELIVERY HOURS: 0700-1530

548-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 1/4,000 GALLON TANK
 DELIVERY HOURS: 0700-1530
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 548-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

548-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***	31,000 GL
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TANK WAGON (TW), INTO
 1/4,000 GALLON TANK TRUCK
 DELIVERY HOURS: 0700-1530 7 DAYS EXCLUDING
 HOLIDAY

ITEM NUMBER	ESTIMATED QUANTITY UI
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 554 UNITED STATES NAVY

PEARL HARBOR
 HI, NAVY, SHIPYARD PAUL HAMILTON AVENUE (FOR PUBLIC WORKS CENTER),
 ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-474-3134, EXT 221

554-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE**	1,500,000 GL
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TANK WAGON (TW), INTO
 2/6,000 GALLON TANK
 ANTICIPATE 10% ON HIGHWAY USE
 DELIVERY HOURS: 0700-1530

554-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 2/6,000 GALLON TANK
 DELIVERY HOURS: 0700-1530
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 554-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

554-68	DIESEL FUEL #2, LOW SULF (LS2) **PORTS ACTIVE**	400,000 GL
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TANK WAGON (TW), W/3 INCH CAMLOCK (DRY COUPLER)
 INTO
 2/6,000 GALLON ABOVE GROUND TANK(S)
 (BOTTOM LOAD)
 DELIVERY HOURS: 0700-1530

ITEM NUMBER	ESTIMATED QUANTITY UI
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 561 UNITED STATES NAVY

KANEOHE
 HI, NAVY, MCBH, D STREET, ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N00318
 ORDERING OFFICE: 808-257-3187

561-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	585,000 GL
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TANK TRUCK (TT), INTO
 2/12,000 GALLON TANKS AT BLDG 6506

561-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK TRUCK (TT), INTO
 2/12,000 GALLON TANKS AT BLDG 6506
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 561-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

561-68	DIESEL FUEL #2, LOW SULF (LS2) **PORTS ACTIVE**	435,000 GL
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TANK TRK/TRL (TTR), W/PUMP INTO
 1/12,000 GALLON TANK AT BUILDING 6506

561-BD	BIODIESEL B20 (BDI) ***PORTS ACTIVE***	90,000 GL
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TANK TRUCK (TT), W/PUMP INTO
 1/12,000 GALLON TANK AT BUILDING 6506

ITEM NUMBER	ESTIMATED QUANTITY UI
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 567 UNITED STATES NAVY

LUALUALEI
 HI, NAVY, NAVAL MAGAZINE DEPOT, BUILDING 415 KOLEKOLE ROAD (FOR
 PUBLIC WORKS CENTER), ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-474-3134, EXT 221

567-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE**	100,000 GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY HOURS: 0700-1530

567-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY HOURS: 0700-1530
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 567-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM NUMBER	ESTIMATED QUANTITY UI
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 573 UNITED STATES NAVY

PEARL HARBOR
 HI, NAVY, NAVAL STATION BLDGS 1247, 1623 & BLDGS 136, 44 AT FORD
 ISLAND. ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N61449
 BILLING DODAAC : N61449
 ORDERING OFFICE: 808-473-1220/1221
 ORDERING DODAAC : N61449

573-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE**	150,000 GL
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TANK WAGON (TW), INTO
 1/1,000 GALLON TANK NEXT TO BLDG 44 (FORD
 ISLAND)

573-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 1/1,000 GALLON TANK NEXT TO BLDG 44 (FORD
 ISLAND)
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 573-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

573-70	DIESEL FUEL #2, HIGH SUL (HS2) MAX. SULFUR CONTENT 0.50 % ***PORTS ACTIVE***	9,000 GL
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TANK WAGON (TW), INTO
 2/1,000 GALLON TANKS AT BLDGS 136 (FORD ISLAND)
 AND 1247 (NAVSTA)

573-94	DIESEL FUEL, LS#2 (DYED) (LSS) MAX. SULFUR CONTENT 0.05 % **PORTS ACTIVE**	24,000 GL
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TANK WAGON (TW), INTO
 1/1,000 GALLON TANK AT BLDG 1623

ITEM NUMBER	ESTIMATED QUANTITY UI
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 585 UNITED STATES NAVY

PEARL HARBOR
 HI, NAVY, NAVAL SHIPYARD, BUILDING 149 (FOR PUBLIC WORKS CENTER),
 ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-473-0494

585-941	DIESEL FUEL, LS#2 (DYED) (LSS) **PORTS ACTIVE**	600,000 GL
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TANK WAGON (TW), INTO
 2/1,500 GALLON ABOVE GROUND TANK(S) AT POWER
 PLANT #2
 1/2,500 GALLON ABOVE GROUND TANK AT POWER PLANT #2
 1/5,000 GALLON ABOVE GROUND TANK AT POWER PLANT #2
 AVERAGE DELIVERY: 1,500 GALLONS
 NOTE: STORAGE TANK IS LOCATED IN A SMALL AREA
 ACCESSABLE ONLY BY SMALL TRUCKS.

585-942	DIESEL FUEL, LS#2 (DYED) (LSS) **PORTS ACTIVE**	216,000 GL
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TANK TRUCK (TT), INTO
 1/50,000 GALLON TANK AT POWER PLANT #2, TANK # S-1062

ITEM ESTIMATED
NUMBER QUANTITY UI

593 UNITED STATES NAVY

PEARL HARBOR
HI, NAVY, NAVAL SHIPYARD, TRANSPORTATION COMPOUND, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY DODAAC: N32253
ORDERING OFFICE: 808-474-5235

593-24 GASOHOL, REG UNL (GUR) 20,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/1,000 GALLON TANK TRUCK (BOTTOM LOADING)
DELIVERY HOURS: 0700-1600
EMERGENCY DELIVERIES MAY BE REQUIRED DURING
WEEKENDS WITH ADVANCE NOTICE.

593-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/1,000 GALLON TANK TRUCK (BOTTOM LOADING)
DELIVERY HOURS: 0700-1600
EMERGENCY DELIVERIES MAY BE REQUIRED DURING
WEEKENDS WITH ADVANCE NOTICE.
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
593-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM NUMBER	ESTIMATED QUANTITY UI
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 599 UNITED STATES NAVY

PEARL HARBOR
 HI, NAVY, PWC COMPOUND, BUILDING X-30 MOANALUA RANGE, ISLAND OF OAHU

HONOLULU COUNTY
 DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-474-3134, EXT 221

599-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE**	500,000 GL
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TANK WAGON (TW), INTO
 1/8,000 GALLON TANK
 DELIVERY HOURS: 0700-1530

599-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 1/8,000 GALLON TANK
 DELIVERY HOURS: 0700-1530
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 599-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

599-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***	100,000 GL
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TANK WAGON (TW), INTO
 1/8,000 GALLON TANK
 DELIVERY HOURS: 0700-1530

ITEM
NUMBER

ESTIMATED
QUANTITY UI

611 UNITED STATES NAVY

WAHIAWA
HI, NAVY, NAV COM STATION, BUILDING S232, ANZIO DRIVE, ISLAND OF
OAHU
HONOLULU COUNTY
DELIVERY DODAAC: N62755
ORDERING OFFICE: 808-474-3134, EXT 221

611-24 GASOHOL, REG UNL (GUR) 120,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
DELIVERY HOURS: 0700-1500

611-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S)
DELIVERY HOURS: 0700-1500
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
611-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM NUMBER	ESTIMATED QUANTITY UI
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 617 UNITED STATES NAVY

WAHIAWA
 HI, NAVY, NAVAL COMPUTER & TELECOMMUNICATIONS AREA MASTER STATION,
 PACIFIC, ISLAND OF OAHU.
 HONOLULU COUNTY
 DELIVERY DODAAC: N00950
 BILLING DODAAC : N61449
 ORDERING OFFICE: 808-473-1220/1221
 ORDERING DODAAC : N61449

617-70	DIESEL FUEL #2, HIGH SUL (HS2) **PORTS ACTIVE**	62,000 GL
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TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 1/12,000 GALLON TANK
 1/20,000 GALLON TANK
 2/2,000 GALLON TANKS
 2/15,000 GALLON TANK
 3/5,000 GALLON TANKS
 MULTIPLE DROP

WAIPAHU
 HI, NAVY, NAVAL SEA SYSTEMS COMMAND DETACHMENT, INACTIVE SHIPS
 ON-SITE MAINTENANCE OFFICE, ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N57026
 ORDERING OFFICE: 808-471-4521

624-70	DIESEL FUEL #2, HIGH SUL (HS2) ***PORTS ACTIVE***	80,000 GL
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TANK TRUCK (TT), W/30 FEET OF HOSE INTO
 1/23,000 GALLON TANK TRAILER AT YRDH-6 AT PIER

ITEM NUMBER	ESTIMATED QUANTITY UI
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 360 UNITED STATES NAVY

WEST LOCH
 HI, NAVY, NAVAL MAGAZINE DEPOT, WEST LOCH BRANCH 18TH & G STREET
 (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: N62755
 ORDERING OFFICE: 808-474-3134, EXT 221

630-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE**	120,000 GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY HOURS: 0700-1530

630-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY HOURS: 0700-1530
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 630-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

630-68	DIESEL FUEL #2, LOW SULF (LS2) **PORTS ACTIVE**	100,000 GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY HOURS: 0700-1530

ITEM NUMBER	ESTIMATED QUANTITY UI
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 750 UNITED STATES AIR FORCE

HICKAM AFB
 HI, USAF, 15TH LOGISTICS SUPPORT DIVISION (PACAF), ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY DODAAC: FP5260
 BILLING DODAAC : FP5260
 ORDERING OFFICE: (808) 449-2707
 ORDERING DODAAC : FP5260

750-13	DIESEL FUEL #2 (DL2) **PORTS ACTIVE**	950,000 GL
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TANK TRUCK (TT), INTO
 1/100,000 GALLON TANK AT BUILDING 2172 AREA 11
 2/10,000 GALLON TANKS AT BUILDING 1037
 DELIVERY HOURS: 0700-1300 7 DAYS EXCLUDING HOLIDAY
 AVERAGE DELIVERY: 7,000 GALLONS
 MINIMUM DELIVERY: 7,000 GALLONS
 MAXIMUM DELIVERY: 7,900 GALLONS
 TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE
 MULTIPLE DROP
 THIS FUEL IS CAPITALIZED

750-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	400,000 GL
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TANK TRUCK (TT), INTO
 2/10,000 GALLON TANK AT BUILDING 1037
 DELIVERY HOURS: 0700-1300 7 DAYS EXCLUDING HOLIDAY
 AVERAGE DELIVERY: 4,000 GALLONS
 MINIMUM DELIVERY: 4,000 GALLONS
 MAXIMUM DELIVERY: 8,000 GALLONS
 TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE.
 MULTIPLE DROP
 THIS FUEL IS CAPITALIZED

ITEM ESTIMATED
NUMBER QUANTITY UI

750 UNITED STATES AIR FORCE

HICKAM AFB
HI, USAF, 15TH LOGISTICS SUPPORT DIVISION (PACAF), ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY DODAAC: FP5260
BILLING DODAAC : FP5260
ORDERING OFFICE: (808) 449-2707
ORDERING DODAAC : FP5260

750-28 GASOLINE, REG UNL (MUR) 0 GL
MUR, GASOLINE REGULAR UNLEADED
PORTS ACTIVE

TANK TRUCK (TT), INTO
2/10,000 GALLON TANK AT BUILDING 1037
DELIVERY HOURS: 0700-1300 7 DAYS EXCLUDING HOLIDAY
AVERAGE DELIVERY: 4,000 GALLONS
MINIMUM DELIVERY: 4,000 GALLONS
MAXIMUM DELIVERY: 8,000 GALLONS
TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE.
MULTIPLE DROP
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
750-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.
THIS FUEL IS CAPITALIZED

BARKING SANDS
HI, USAF, 154 ACS/LGTM
KAUAI COUNTY
DELIVERY DODAAC: FP6530
BILLING DODAAC : FP5260
ORDERING OFFICE: 808-471-6490 EXT 285

755-13 DIESEL FUEL #2 (DL2) 10,500 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
2/1,200 GALLON ABOVE GROUND TANK(S)
AVERAGE DELIVERY: 1,000 GALLONS
MINIMUM DELIVERY: 800 GALLONS
MAXIMUM DELIVERY: 1,000 GALLONS
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

760 UNITED STATES AIR FORCE

760-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK AT BLDG 12301
AVERAGE DELIVERY: 3,000 GALLONS
MINIMUM DELIVERY: 1,500 GALLONS
MAXIMUM DELIVERY: 4,000 GALLONS
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
760-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.
THIS FUEL IS CAPITALIZED

760-68 DIESEL FUEL #2, LOW SULF (LS2) 3,500 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
AVERAGE DELIVERY: 1,000 GALLONS
MINIMUM DELIVERY: 500 GALLONS
MAXIMUM DELIVERY: 3,000 GALLONS
THIS FUEL IS CAPITALIZED

ITEM NUMBER	ESTIMATED QUANTITY UI
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 770 UNITED STATES AIR FORCE

KOKEE
 HI, USAF, 150 ACW/LGTM, HI AIR NATIONAL GUARD, ISLAND OF KAUAI

DELIVERY DODAAC: FP5260
 BILLING DODAAC : FP5260
 ORDERING OFFICE: 808-449-2707

770-13	DIESEL FUEL #2 (DL2) ***PORTS ACTIVE***	12,000 GL
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TANK WAGON (TW), INTO
 3/5,200 GALLON TANKS AT BLDG 10
 AVERAGE DELIVERY: 4,000 GALLONS
 MINIMUM DELIVERY: 1,000 GALLONS
 MAXIMUM DELIVERY: 4,000 GALLONS
 THIS FUEL IS CAPITALIZED

770-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	3,500 GL
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TANK WAGON (TW), INTO
 1/2,100 GALLON TANK AT BLDG 10
 AVERAGE DELIVERY: 1,000 GALLONS
 MINIMUM DELIVERY: 500 GALLONS
 MAXIMUM DELIVERY: 1,000 GALLONS
 THIS FUEL IS CAPITALIZED

770-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO
 1/2,100 GALLON TANK AT BLDG 10
 AVERAGE DELIVERY: 1,000 GALLONS
 MINIMUM DELIVERY: 500 GALLONS
 MAXIMUM DELIVERY: 1,000 GALLONS
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 770-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.
 THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

850 UNITED STATES AIR FORCE

WHEELER AFB
HI, USAF, 169 ACWS, MT KAALA SATELLITE TRACKING STATION

DELIVERY DODAAC: FP5260
BILLING DODAAC : FP5260
ORDERING OFFICE: 808-449-2707

850-13 DIESEL FUEL #2 (DL2) 3,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,200 GALLON TANK
AVERAGE DELIVERY: 700 GALLONS
MINIMUM DELIVERY: 400 GALLONS
MAXIMUM DELIVERY: 700 GALLONS
NOTE: PRIOR TO DELIVERY, AUTHORIZATION ENTRY
LETTER NEEDS TO BE ACCOMPLISHED FOR ENTRY INTO
SECURE AREA.
ESCORT REQUIRED
DUE TO TERRAIN, A 4-WHEEL DRIVE TRUCK IS
REQUIRED
TO DELIVER FUEL RECEIPT.
THIS FUEL IS CAPITALIZED

ITEM ESTIMATED
NUMBER QUANTITY UI

950 DEFENSE ENERGY SUPPORT CENTER

BARBERS POINT
HI, DESC, MSC, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY DODAAC: SJ0600
(ADDITIONAL BILLING DODAACS ARE: W811AC, W81Y9R,
149233)
BILLING DODAAC : HD1121
ORDERING OFFICE: 808-477-6692

950-24 GASOHOL, REG UNL (GUR) 1,200,000 GL
PORTS ACTIVE

STORAGE STABILITY ADDITIVE PACKAGE IS REQUIRED IN
ACCORDANCE WITH CLAUSE C16.18-6

FOB ORIGIN (FOB), PIER SIDE AND TRUCK LOADING
RACK INTO MSC CHARTERED MARINE VESSEL AT BARBERS POINT PIER
MINIMUM DELIVERY: 21,000 GALLONS
MAXIMUM DELIVERY: 294,000 GALLONS
NOTE: MINIMUM PUMP RATE OF 1,000 BPH IS REQUIRED
FOR PIER SIDE "PIPELINE" LOADING (WHETHER PRODUCT
IS LOADED ONTO A VESSEL EITHER BY PIPELINE OR BY TANK TRUCK).
THE SHORE TANK USED MUST BE SAMPLED. IF FOUND TO
BE HOMOGENEOUS AND THE PIER PIPELINE IS CAPABLE OF
BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN
FULL SPECIFICATION TESTING WILL BE PERFORMED ON
THE SHORE TANK SAMPLE. IF THAT TANK IS FOUND NOT
TO BE HOMOGENEOUS (EG: STRATIFIED), OR IF PIER
PIPELINE IS INCAPABLE OF BEING RECIRCULATED WITH
SHORE TANK PRODUCT, THEN THE CONTRACTOR WILL BE
RESPONSIBLE FOR PRODUCT QUALITY ONBOARD THE
VESSEL, HAVING FULL SPECIFICATION TESTING
PERFORMED ON THE VESSEL COMPOSITE.
IF THE SPEC TEST RESULTS ARE NOT AVAILABLE BEFORE
THE VESSEL RELEASE DATE, THEY MAY BE SUPPLIED TO
THE COGNIZANT QAR NO LATER THAN 72 HRS AFTER THE
VESSEL RELEASE DATE/TIME ANNOTATED ON THE DD250-1,
AND PRIOR TO VESSEL DISCHARGE. FINAL GOVT
ACCEPTANCE OF PRODUCT WILL NOT TAKE PLACE UNTIL
THE FINAL TEST RESULTS ARE RECEIVED.
THIS FUEL IS DESC FUNDED
THIS FUEL IS CAPITALIZED

ITEM ESTIMATED
NUMBER QUANTITY UI

950 DEFENSE ENERGY SUPPORT CENTER

BARBERS POINT
HI, DESC, MSC, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY DODAAC: SJ0600
(ADDITIONAL BILLING DODAACS ARE: W811AC, W81Y9R,
149233)
BILLING DODAAC : HD1121
ORDERING OFFICE: 808-477-6692

950-28 GASOLINE, REG UNL (MUR) 0 GL
STORAGE STABILITY ADDITIVE PACKAGE IS REQUIRED IN
ACCORDANCE WITH CLAUSE C16.18-6
PORTS ACTIVE

FOB ORIGIN (FOB), PIER SIDE AND TRUCK LOADING
RACK INTO MSC CHARTERED MARINE VESSEL AT BARBERS POINT PIER
MINIMUM DELIVERY: 21,000 GALLONS
MAXIMUM DELIVERY: 294,000 GALLONS
NOTE: MINIMUM PUMP RATE OF 1,000 BPH IS REQUIRED
FOR PIER SIDE "PIPELINE" LOADING (WHETHER PRODUCT
IS LOADED ONTO A VESSEL EITHER BY PIPELINE OR BY TANK TRUCK).
THE SHORE TANK USED MUST BE SAMPLED. IF FOUND TO
BE HOMOGENEOUS AND THE PIER PIPELINE IS CAPABLE OF
BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN
FULL SPECIFICATION TESTING WILL BE PERFORMED ON
THE SHORE TANK SAMPLE. IF THAT TANK IS FOUND NOT
TO BE HOMOGENEOUS (EG: STRATIFIED), OR IF PIER
PIPELINE IS INCAPABLE OF BEING RECIRCULATED WITH
SHORE TANK PRODUCT, THEN THE CONTRACTOR WILL BE
RESPONSIBLE FOR PRODUCT QUALITY ONBOARD THE
VESSEL, HAVING FULL SPECIFICATION TESTING
PERFORMED ON THE VESSEL COMPOSITE.
IF THE SPEC TEST RESULTS ARE NOT AVAILABLE BEFORE
THE VESSEL RELEASE DATE, THEY MAY BE SUPPLIED TO
THE COGNIZANT QAR NO LATER THAN 72 HRS AFTER THE
VESSEL RELEASE DATE/TIME ANNOTATED ON THE DD250-1,
AND PRIOR TO VESSEL DISCHARGE. FINAL GOVT
ACCEPTANCE OF PRODUCT WILL NOT TAKE PLACE UNTIL
THE FINAL TEST RESULTS ARE RECEIVED.
THIS FUEL IS DESC FUNDED
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
950-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

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 (CONTD) (COG ____) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

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

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

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

ITEM NUMBER	ESTIMATED QUANTITY UI
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B01	UNITED STATES POSTAL SERVICE	
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HILO
 HI, USPS, 1299 KEKUANAOA STREET, GENERAL LYMAN FIELD 96720-9998,
 ISLAND OF HAWAII
 HAWAII COUNTY
 DELIVERY FEDAAC: 189202
 ORDERING OFFICE: 808-933-3013

B01-24	GASOHOL, REG UNL (GUR)	87,600 GL
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TANK TRUCK (TT), INTO
 1/12,000 GALLON TANK

B01-28	GASOLINE, REG UNL (MUR)	0 GL
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TANK TRUCK (TT), INTO
 1/12,000 GALLON TANK
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 B01-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM ESTIMATED
NUMBER QUANTITY UI

B07 UNITED STATES POSTAL SERVICE

HONOLULU
HI, USPS, MAIN OFFICE 3600 AOOLELE STREET 96820-9998, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: 189203
ORDERING OFFICE: 808-423-3914/3909

B07-24 GASOHOL, REG UNL (GUR) 102,300 GL

TANK WAGON (TW), INTO
1/10,000 GALLON TANKS

B07-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/10,000 GALLON TANKS
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B07-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

B07-68 DIESEL FUEL #2, LOW SULF (LS2) 165,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON TANK

ITEM ESTIMATED
NUMBER QUANTITY UI

B08 UNITED STATES POSTAL SERVICE

HONOLULU,
HI, USPS, 4354 PAHOA AVENUE, WAIALAE KAHALA STATION, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: 1892AH
ORDERING OFFICE: 808-737-8920

B08-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK

B08-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B08-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

HONOLULU
HI, USPS, VMF, 89 SAND ISLAND ROAD 96819-2200, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: 189217
ORDERING OFFICE: 808-832-3267

B09-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK

B09-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B09-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM	ESTIMATED
NUMBER	QUANTITY UI

 B19 UNITED STATES POSTAL SERVICE

HONOLULU,
 HI, USPS, 7040 HAWAIIKAI DRIVE, 96825-9998, 13.6 MILES NORTHEAST OF
 HONOLULU, ISLAND OF OAHU,
 HONOLULU COUNTY
 DELIVERY FEDAAC: 1892AJ
 ORDERING OFFICE: 808-395-9765

B19-24	GASOHOL, REG UNL (GUR)	69,000 GL
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TANK WAGON (TW), INTO
 1/6,000 GALLON TANK

B19-28	GASOLINE, REG UNL (MUR)	0 GL
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TANK WAGON (TW), INTO
 1/6,000 GALLON TANK
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 B19-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

 B20 UNITED STATES COAST GUARD

HONOLULU
 HI, USCG, 400 SAND ISLAND PARKWAY, HONOLULU, HI ISLAND OF OAHU
 HONOLULU COUNTY
 DELIVERY FEDAAC: Z47810
 ORDERING OFFICE: 808-541-1556

B20-24	GASOHOL, REG UNL (GUR)	7,400 GL
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TANK WAGON (TW), INTO
 1/500 GALLON ABOVE GROUND TANK(S) AT MOTOR POOL

B20-28	GASOLINE, REG UNL (MUR)	0 GL
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TANK WAGON (TW), INTO
 1/500 GALLON ABOVE GROUND TANK(S) AT MOTOR POOL
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 B20-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM	ESTIMATED
NUMBER	QUANTITY UI

B20 UNITED STATES COAST GUARD

HONOLULU
HI, USCG, 400 SAND ISLAND PARKWAY, HONOLULU, HI ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: Z47810
ORDERING OFFICE: 808-541-1556

B20-70 DIESEL FUEL #2, HIGH SUL (HS2) 54,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S) (STATION
HONOLULU)
1/500 GALLON ABOVE GROUND TANK(S) (MOTOR POOL)

B31 UNITED STATES POSTAL SERVICE

KANEOHE
HI, USPS, 46-036 KAMEHAMEHA HIGHWAY, 96744-9998, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: 189206
ORDERING OFFICE: 808-235-3761

B31-24 GASOHOL, REG UNL (GUR) 72,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
AVERAGE DELIVERY: 3,500 GALLONS

ITEM ESTIMATED
NUMBER QUANTITY UI

B31 UNITED STATES POSTAL SERVICE

KANEOHE
HI, USPS, 46-036 KAMEHAMEHA HIGHWAY, 96744-9998, ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: 189206
ORDERING OFFICE: 808-235-3761

B31-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
AVERAGE DELIVERY: 3,500 GALLONS
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B31-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

B32 UNITED STATES COAST GUARD

LIHUE
HI, USCG, NAWILIWILI MOORING
ISLAND OF KAUAI
DELIVERY FEDAAC: Z13316
ORDERING OFFICE: 808-541-1556

B32-70 DIESEL FUEL #2, HIGH SUL (HS2) 90,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON ABOVE GROUND TANK(S) (USCGC
KITTIWAKE)

ITEM ESTIMATED

Hawaii (Post, Camps & Stations (PC&S))

RFP#: SP0600-02-R-0086
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NUMBER

QUANTITY UI

B37 -----
UNITED STATES POSTAL SERVICE

PEARL CITY
HI, USPS, POST OFFICE, 950 KAMEHAMEHA HIGHWAY, 96782-9998 (6 MILES
FROM CITY), ISLAND OF OAHU
HONOLULU COUNTY
DELIVERY FEDAAC: 189214
ORDERING OFFICE: 808-453-0100

B37-24 GASOHOL, REG UNL (GUR) 105,000 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK

B37-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B37-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

B43 -----
DEPARTMENT OF AGRICULTURE

WAIMANLO
HI, DA, 41-650 AHIKIST, FRUIT FLY REARING FACILITY, ISLAND OF OAHU
HAWAII COUNTY
DELIVERY FEDAAC: 129296
ORDERING OFFICE: 808-259-8822

B43-70 DIESEL FUEL #2, HIGH SUL (HS2) 240,000 GL

TANK WAGON (TW), INTO
1/5,200 GALLON TANK

PREAWARD

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

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

(b) **MASTER SOLICITATION.**

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

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

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

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

(i) The solicitation number;

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

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

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

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

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

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

(4) **RFPs ONLY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) **CONTRACT AWARD.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POSTAWARD

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC DEC 2001)

(a) INSPECTION/ACCEPTANCE.

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

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

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

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

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

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

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

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

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

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

destination.

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

Hawaii (Post, Camps & Stations (PC&S))

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

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

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

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

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

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

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

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

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

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

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

(a) INSPECTION/ACCEPTANCE.

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

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

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

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

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

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

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

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

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

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

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

destination.

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

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

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any

and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(DESC 52.212-9F52)

ADDENDUM #1 – PREAWARD SOLICITATION PROVISIONS

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)

L63.19 NOTICE OF APPLICATION OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC MAR 1999)

(a) This clause applies to Federal Civil items only.

(b) The small disadvantaged business Price Evaluation Adjustment (SDB PEA) provided by the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause will be applied only through the end of Fiscal Year 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the PEA may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the PEA.

(DESC 52.219-9F06)

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

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

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

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

(DESC 52.252-9F05)

EVALUATION FACTORS FOR AWARD

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

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

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

(DESC 52.216-9F60)

M11.02 EVALUATION - F.O.B. ORIGIN (ALASKA/HAWAII) (DESC APR 1984)

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the States of Alaska and Hawaii. Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the States of Alaska and Hawaii. This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(DESC 52.247-9F65)

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

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

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

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

(DESC 52.216-9F45)

M41 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (DOMESTIC PC&S AND LUBES) (DESC SEP 2000)

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment and on file or published at the date of the bid opening or initial proposal due date shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be so identified and shall be used in the evaluation.

(b) For truck rates, a guaranteed traffic (GT) rate will be used in the evaluation. Where there is no GT rate, a state-to-state, point-to-point tender rate, or a standing route order (SRO) rate, whichever is lower, will be used. Where there is no GT, state-to-state, point-to-point tender rate, or SRO rate file, a regional rate will be used. If none of the former rates exist for a given route, a quote will be obtained and used for evaluation. In the event that none of the former rates exist and a market survey for quotes results in no responses, a CONUS-wide tender rate will be used in evaluation.

(c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(DESC 52.247-9F75)

M48.01 EVALUATION OF OFFERS (BARGE ITEMS) (DESC MAR 1980)

Evaluation of items permitting f.o.b. destination by Contractor-furnished equipment to Government vessels or barges and/or f.o.b. Government-furnished equipment at supplier's works will be made at the lowest cost to the Government. A barging cost that is prevailing in the harbor at which delivery is to be effected will be added to offers made on the basis of f.o.b. Government-furnished equipment at supplier's works in evaluating against offers made on the basis of f.o.b. destination by Contractor-furnished equipment to Government vessels or barges.

(DESC 52.247-9F80)

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					
<u>AUTOMOTIVE</u>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<u>AVIATION</u>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
<u>FUEL OIL</u>							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
<u>FUEL OIL NO.</u>							
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
<u>DIESEL FUELS</u>							
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
<u>INTERMEDIATE FUEL OILS</u>							
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
<u>JET FUELS</u>							
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

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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

(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 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC JAN 2001)

(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) Price;
- (ii) Past Performance; and
- (iii) Socioeconomic Commitment.

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

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government among price, past performance, 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 offeror's record of past performance 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 preestablished standards, the quality of the offeror's past performance. This may include any aspect of past performance related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor 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 offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

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

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

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

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

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

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

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

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

(ii) As an element of the Business Relations subfactor of the Past Performance Factor.

(2) The Government will evaluate, based on preestablished 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. An offeror's 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 offeror's 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.

(f) **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 price, past performance, and socioeconomic commitment. If, in any paired comparison, one offeror is superior in past Hawaii (Post, Camps & Stations (PC&S))

performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. If, in any paired comparison, the offerors are equal in the elements of price and past performance, 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 price, past performance, and socioeconomic commitment. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F55)

ADDENDUM #2 – POST AWARD CONTRACT CLAUSES

B19.27 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII) (DESC JUL 1999)

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

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

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

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

(1) **Award price** means the unit price offered for the item of supply identified by the item number.

(2) **Established catalog price** is the price with which the award price is to fluctuate. The established catalog price is a price for a commercial item sold in substantial quantities to the general public and is the net price after applying any standard trade discounts offered by the Contractor. Accordingly, changes in the discount shall be treated as a change in the established catalog price, provided such discount is offered in substantial quantities to the general public.

(3) **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.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Contracting Officer of any change in the established catalog price within 15 days from the effective date of such change.

(i) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall consist of a copy of the Contractor's supplier's notice or invoice which clearly shows the supplier's name, the increase/decrease in price or invoice price, the applicable product, and the effective date of the change.

(ii) **CHANGE IN CONTRACTOR'S POSTED PRICE.** If the Contractor's posted price changes for reasons other than a change in supplier price, the price change notification shall include written documentation sufficient to justify such change. In the event the Contracting Officer determines the justification insufficient to warrant such a change, the Contractor will be notified within three working days of DESC's receipt of the price change notification. The Contractor shall continue performance under this contract until the situation is resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the established catalog price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(4) **NOTIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** in accordance with the following:

(i) The effective date of the price change notification will be the date of the latest posting issued on or prior to the date of delivery.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the established catalog price within the allotted 15-day period, such decrease shall apply to deliveries made on or after the effective date of such decrease.

However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established catalog price, the Contractor shall be charged interest on such overpayment from the date of the Hawaii (Post, Camps & Stations (PC&S))

overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(iii) **INCREASES.** Any increase in unit price as a result of an increase in the established catalog price shall apply to all deliveries made on or after the effective date of the price change issued by the Contracting Officer. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(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 shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter:

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling 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 established catalog 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, and 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.

(DESC 52.216-9FW5)

C1 SPECIFICATIONS (DESC JAN 1997)

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

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

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

(DESC 52.246-9FT1)

C16.09 TURBINE FUEL, AVIATION (JET A/A1/A50) (DESC AUG 2001)

Aviation turbine fuel shall be in accordance with the requirements of ASTM D 1655 with the following modifications.

(a) ADDITIVES.

(1) **CONDUCTIVITY.** If fuel contains electrical conductivity additive, the conductivity limits of 50 to 450 picosiemens per meter (ps/m) as measured by ASTM D 2624 shall apply.

(2) THERMAL STABILITY.

(i) Product shall be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260 degrees Celsius, and must exhibit--

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

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

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

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

(DESC 52.246-9FLW)

C16.18-6 GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)

Product shall conform to ASTM D 4814 with the following additional requirements:

(a) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the Anti-Knock Index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI values are identified in (b) below. If the AKI value is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(b) **PRODUCT CLASSIFICATION.** The product shall be classified as described below:

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	AKI, MINIMUM
9130-00-148-7103	Gasoline, Regular, Unleaded	87
9130-01-272-0983	Gasoline, Midgrade, Unleaded	89
9130-00-148-7104	Gasoline, Premium, Unleaded	91

(c) **VAPOR PRESSURE.** The volatility class shall be as stated in the Schedule.

(d) **ADDITIVES.** Additives and additive concentration shall be as specified below. Application for approval of additives not listed below should be made to DESC-BP.

(1) **OXIDATION INHIBITORS.** The gasoline shall contain not less than five pounds nor more than 15 pounds of oxidation inhibitor (active ingredient) per 1,000 barrels of gasoline. Any one of a combination of the following oxidation inhibitors may be used:

- (i) N,N' disecodary butyl-para-phenylenediamine
- (ii) N,N' di-isopropyl-paraphenylenediamine
- (iii) N,N' dioctyl-para-phenylenediamine
- (iv) N,N' -bis-(1,4-dimethylpentyl)-para-phenylenediamine
- (v) N,N' disecodary butyl-ortho-phenylenediamine
- (vi) 2,6-ditertiary-butyl phenol
- (vii) 2,6-ditertiary-butyl-4-methylphenol
- (viii) 2,4-dimethyl-6-tertiary butylphenol
- (ix) Triethylene tetramine di(monononyphenolate)
- (x) Mixed tertiary butylphenols
- (xi) N, secondary butyl, N, pheny-ortho-phenylenediamine
- (xii) Mixed 2,6-dialkyl and 2,4,6-trialkyl phenols (containing mixed hexyl and heptyl groups)
- (xiii) 2,4-ditertiary-butylphenol (60 weight percent minimum) and mixed tertiary butylphenols (40 weight percent

maximum)

- (xiv) 2,4-ditertiary-butylphenol (containing mono tritertiary butylphenol)
- (xv) Butylated ethyl phenols (55 weight percent minimum) and butylated methyl and dimethyl phenols (45 weight

percent maximum)

(2) **METAL DEACTIVATORS.** The gasoline shall contain not less than one pound nor more than three pounds of an approved metal deactivator (active ingredient) per 1,000 barrels of gasoline. Any one of the following metal deactivators may be added separately or in combination with an approved oxidation inhibitor:

- (i) N,N' disalicylidene -1,2-ethanediamine
- (ii) N,N' disalicylidene -1,2-propanediamine
- (iii) N,N' disalicylidene -1,2-cyclohexanediamine
- (iv) Disalicylidene-N-methyl-dipropylene-triamine

(3) **CORROSION INHIBITOR.** An approved corrosion inhibitor may be added. Any corrosion inhibitor used shall be a product that is qualified under MIL-I-25017. The quantity added shall not exceed the maximum approved in the qualified products list (QPL-25017).

(e) **WATER TOLERANCE REQUIREMENT.** The maximum temperature for phase separation as determined by the water tolerance test shall be 10°C.

(DESC 52.246-9FHK)

C16.27 FUEL, BIODIESEL (B20) (DESC JUL 2002)

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

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

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

<u>TEST</u>	<u>METHOD</u>	<u>VALUE</u>
1. Appearance	ASTM D 4176, Procedure 1	Clear & Bright
2. Acid Number, mg KOH/g	ASTM D 664	0.2 max.
3. Density at 15°C, kg/m ³	ASTM D 4052 ASTM D 1298	.835 - .855
4. Viscosity, mm/S at 40°C	ASTM D 445	1.3 - 4.1
5. Flashpoint, °C	ASTM D 93 Oct - Mar: 38 min.	Apr - Sep: 52 min.
6. Cloud point, °C OR Cold Filter Plugging Point, °C	ASTM D 2500 ASTM D 6371	see (c) below see (c) below
7. Sulfur Content, mass %	ASTM D 2622	0.05 max.
8. Distillation Temperature, °C 90% evaporated	ASTM D 86	338 max.
9. Carbon Residue on 10% bottoms, mass %	ASTM D 524	0.35 max.
10. Cetane Number ASTM D 613	40 min.	
11. Ash Content, mass%	ASTM D 482	0.01 max.
12. Water and Sediment, volume%	ASTM D 2709	0.05 max.
13. Copper Corrosion, 3 hours @ 50°C	ASTM D 130	No. 3

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

(DESC 52.246-9FEL)

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 pre-load 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.

E1 CONT'D

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.

E1 CONT'D

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

E1 CONT'D

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)	

E1 CONT'D

* 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.

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)

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)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is DCMA Hawaii, Box 64110

Camp H.M. Smith, Hawaii 96861-4110, Attn: Ron Bell (808) 477-3402

(DESC 52.246-9F35)

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)

**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: Date of Award and ends: _____.
- (2) Delivery period begins: _____ 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)

F15 BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS (DESC MAR 1994)

On items calling for delivery f.o.b. barge and/or T1 Class tanker at origin--

(a) DELIVERY DATES.

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.

(3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) EXPECTED TIME OF ARRIVAL.

(1) **FOR WESTPAC/EUR/MED SHUTTLE OPERATIONS.** The vessel designated to lift the cargo will notify the Contractor (at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number) of its name and the expected hour of arrival of the barge at least 72 hours before the expected time of arrival and update this notification at 48 and 24 hour intervals before expected arrival.

(2) **FOR ALL OTHER VESSELS.** The vessel designated to lift the cargo will notify the Contractor at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number of the name and the expected hour of arrival of the vessel at least 24 hours before the expected time of arrival.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 3 hours after receipt of notice of readiness to load from the vessel designated to load the cargo, a reachable berth free of cost to the Government, where the vessel can be safely moored and remain afloat at all times, for loading of the ordered supplies. Laytime shall commence, berth or no berth, either at the expiration of 3 hours after notice of readiness, or immediately when the vessel moors alongside, with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last scheduled delivery date as determined pursuant to paragraph (a) above, the Government scheduled vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 3:00 a.m. local time on the last agreed schedule delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon on the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to have the vessel loaded as soon as is reasonably possible under the circumstances prevailing at the time.

(3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until loading of the vessel is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) **ALLOWED LAYTIME.**

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 1 hour for each 2,000 barrels loaded.

(2) **INCREASES TO BASIC LAYTIME.**

(i) If, after laytime commences, the condition of the vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay that occurred after laytime commenced.

(iii) If regulations of the owner, operator of the vessel, Customs Officials, or Port Authority prohibit loading at any time after laytime commenced, time so lost shall be added to the basic allowed laytime.

(iv) If for any reason the Contractor is delayed in loading the barge or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

(v) If the vessel requests cargo tanks be cushioned or topped off during the loading process and the quantity of product cushioned or topped including the time spent cushioning/topping tanks is noted on the DD Form 250-1, Loading/Inspection Report, the basic allowed laytime shall be increased by the difference between the actual time taken to cushion/top tanks and the amount of time required to pump the same quantity of cushioned/topped product at the Contractor's actual loading rate exclusive of cushioning/topping time and cushioning/topping quantity.

(vi) Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(vii) There will be no increases made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.

(viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one half of the delay.

(e) For all hours of laytime that elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **TIME CHARTER VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.

(2) The demurrage rate set forth in the Carrier's Tender of Freight Services and Demurrage Invoice to the Government.

(3) **CONTRACT VESSELS.** At the hourly rate specified in the contract.

(f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arm shall be connected and disconnected by the Contractor.

(g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connection. (DESC 52.247-9FB5)

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)

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)

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

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

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

(c) DESIGNATED OFFICE.

Name: [DEFENSE ENERGY SUPPORT CENTER \(DESC\)](#)

Mailing Address: [ATTN: DESC-PLC](#)
[8725 JOHN J. KINGMAN RD STE 4950](#)
[FT BELVOIR VA 22060-6222](#)

Telephone Number(s): [\(703\) 767-9511 or 9529](#)

Person(s) to Contact: [KATHRYN RISO, Contracting Officer](#)
[or LEIGH GILLETTE, Contract Specialist](#)

Electronic Address: kriso@desc.dla.mil or lgillette@desc.dla.mil

(FAR 52.232-35)

G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.

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

(FAR 52.232-38)

G96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 2002)

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

(DESC 52.242-9F15)

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

APPLICABLE TO DoD ACTIVITIES ONLY.

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

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

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

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

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

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

(c) **COMMERCIAL RECEIPTS.**

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

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

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

(vi) Tank identifier determined by the base; and

(vii) Any other required information specified in the narrative of the Schedule for the item.

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

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

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

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

(i) The commercial ticket number;

(ii) The quantity indicated on the commercial receipt, (system will round quantity up or down), determined in accordance with the DETERMINATION OF QUANTITY clause; and

(iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) REQUIRED USE OF PORTS INTERNET APPLICATION.

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

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

(f) PAYMENT.

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

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

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

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

(DESC 52.232-9FH6)

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

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

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

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

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

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

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-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)

11.01-1 DEFINITIONS (DESC FEB 1998)

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

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

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

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

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

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

(DESC 52.202-9F10)

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

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

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

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

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

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

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

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2	52.215-5	SOLICITATION DEFINITIONS (JUL 1987)
L74	52.216-1	TYPE OF CONTRACT (APR 1984)
L114	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)
L115	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)
M2.11	52.212-2	EVALUATION – COMMERCIAL ITEMS (OCT 1995)

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E3	52.246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
E5	52.246-2	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG. 1996)
E105	52.211-16	VARIATION IN QUANTITY (b) 10 Percent increase 10 Percent decrease This increase/decrease shall apply to <u>each delivery order</u> .
L5.01-1	52.233-9000	AGENCY PROTESTS (DEC 1999) (DLAD)
E40	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)
I1.04	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEC 2001)
		<ul style="list-style-type: none"> • 52.203-6, Restrictions on Subcontractor sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). • 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer). • 52.219-8, 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). • 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Pub L. 103-355, section 7102, and 10 U.S.C. 2323). • 52.222-19, 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). • 52232-34, Payment by electronic Funds Transfer – Other than Central Contractor Registration (31 U.S.C. 3332).

11.05	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)
		<ul style="list-style-type: none"> • 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). • 252.225-7021, Trade Agreements (SEP 2001) (19U.S.C. 2501-2518 and 19 U.S.C. 3301 note). • 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)
11.07	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
I27	52.203-3	GRATUITIES (APR 1984)
I33	52.232-17	INTEREST (JUN 1996)
I84	52.216-21	REQUIREMENTS (OCT 1995)
		(f) no deliveries after 30 January 2006
I171.07	52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (OCT 1995)
I190.05	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)
I211	52.216-18	ORDERING (OCT 1995)
		(c) 01 January 2003 through 31 December 2005
		(DESC 52.252-9F08)

111.01-2 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)

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

- (a) This clause applies only to local taxes on intrastate/intracountry flights when those taxes are not payable on interstate/international flights. These taxes are not to be included in the contract unit prices.
- (b) To receive payment for local taxes on intrastate/intracountry flights, the Contractor must request the Ordering Officer to annotate and initial the completed DD Form 1898 with the word "LOCAL" when the Ordering Officer states that the next leg of his/her flight is within the state or country. Without this annotation, it will be assumed that the flight is out of state/country (interstate/international) and no taxes will be incurred for payment by the Government.
- (c) The annotation "LOCAL" and the initialing by the Ordering Officer may be made in one of the unused blank blocks under the heading of "AVFUEL."
- (d) A copy of the annotated DD Form 1898 must accompany the invoice to assure prompt payment of these local taxes. The local taxes shall be listed as a separate line item on the invoice.

(DESC 52.229-9F65)

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

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:
 - (1) **GASOLINE/GASOHOL.** Include the FET as a separate item on the Contractor's invoice.

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

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

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

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

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

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

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

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

(7) **E85 (QUALIFIED ETHANOL).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

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

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

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

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

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

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

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

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

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

(DESC 52.229-9F25)

128.03-2 TAX EXEMPTION CERTIFICATES (DESC NOV 2001)

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

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

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

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

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

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

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

(d) FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR FEDERAL CIVILIAN AGENCIES.

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

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

(DESC 52.229-9F45)

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 therefor. 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)

H171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000/OCT 2000)

(a) This clause does not apply to small business concerns.

(b) **DEFINITIONS.**

(1) **Commercial item** means a product or service that satisfies the definition of commercial items in section 2.101 of the Federal Acquisition Regulation.

(2) **Commercial plan** means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(3) **Individual contract plan** means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

(4) **Master plan** means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

(5) **Subcontract** means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns; and

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns; and

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns,

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns;

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing & Access Network (PRO-Net) of the Small Business Administration, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) Veteran-owned small business concerns,

(iii) HUBZone small business concerns;

- (iv) Small disadvantaged business concerns, and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists, (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and if not, why not;
 - (C) Whether HUBZone small business were solicited and if not, why not;
 - (D) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (E) Whether women-owned small business concerns were solicited and if not, why not, and
 - (F) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations, and
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small businesses, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime Contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
- (1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) **Standard Form 294, Subcontracting Report for Individual Contracts.** This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) **Standard Form 295, Summary Subcontract Report.** This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.
- (FAR 52.219-9/Alt II)

1174.05 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)

1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
(ii) Otherwise successful offers from small business concerns;
(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

1240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998)

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

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

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

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

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

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

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

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

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

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

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

(b) EVALUATION ADJUSTMENT.

(1) The Contracting Officer will evaluate offers by adding a factor of ____ percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see Sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

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

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

[] Offeror elects to waive the adjustment.

(d) AGREEMENTS.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)