

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)

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

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

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 4) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

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

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

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

(DESC 52.207-9F45)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ALABAMA

FT MCCLELLAN
AL, ARMY NG, ALABAMA ARMY NATIONAL GUARD, DET 2 TRNG SITE
CALHOUN COUNTY

DELIVERY DODAAC: W31V1Z
BILLING DODAAC: W31U1L
ORDERING OFFICE: 334-271-7327
ORDERING DODAAC: W31U1L

045-13 DIESEL FUEL #2 (DL2) 196,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON ABOVE GROUND TANK(S) AT 1222
FREMONT ROAD
1/10,000 GALLON ABOVE GROUND TANK(S) AT GATE #3
RD, PELHAM RANGE, BLDG #P8330
DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY
AVERAGE DELIVERY: 5,000 GALLONS
MINIMUM DELIVERY: 1,000 GALLONS
MAXIMUM DELIVERY: 9,000 GALLONS

STATE OF ARKANSAS

FORREST CITY,
AR, DJ, BOP, FED CORRECTION INSTITUTE
SAINT FRANCIS COUNTY

DELIVERY FEDAAC: 157139
ORDERING OFFICE: 870-630-6038

C09-28 GASOLINE, REG UNL (MUR) 60,000 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK

C09-68 DIESEL FUEL #2, LOW SULF (LS2) 48,000 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK

C09-94 DIESEL FUEL, LS#2 (DYED) (LSS) 4,500 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ARKANSAS

MARIANNA,
AR, ARMY, COE, HUXTABLE PUMPING PLANT (F/MEMPHIS COE)
LEE COUNTY
DELIVERY DODAAC: W38XGR
BILLING DODAAC: W38XGR
ORDERING OFFICE: 901-544-3614
ORDERING DODAAC: W38XGR

153-34 DIESEL FUEL #2 (DF2) 3,000,000 GL
PORTS ACTIVE

FOBBARGE (FOBBG), WITHIN A 50 MILE RADIUS INTO
2/200,000 GALLON TANKS AT HUXTABLE PUMPING PLANT
HUXTABLE PUMPING PLANT HAS 2/200,000 GALLON TANKS.
FUEL IS LOADED INTO GOVERNMENT-OWNED BARGE IN
MEMPHIS HARBOR AND PUSHED UP THE WHITE RIVER TO
THE HUXTABLE PUMPING PLANT. THIS IS THE ONLY
MEANS OF ACCESS FOR SUCH LARGE QUANTITIES OF FUEL.
CONTRACTOR MUST SHOW SULFUR CONTENT ON EACH
ORDER.

STATE OF FLORIDA

JACKSONVILLE,
FL, ARMY, COE, JACKSONVILLE DISTRICT, 701 SAN MARCO BLVD,
JACKSONVILLE, FL 32207-8175
DADE COUNTY
DELIVERY DODAAC: W912EP
BILLING DODAAC: W912EP
ORDERING OFFICE: 904-232-3055

190-13 DIESEL FUEL #2 (DL2) 230,500 GL

TANK TRUCK (TT), W/ PUMP INTO
2/12,000 GALLON ABOVE GROUND TANK(S) AT PUMPING
STATION 332C
2/12,000 GALLON ABOVE GROUND TANK(S) AT PUMPING
STATION 356
DELIVERY HOURS: 0700-1600 MONDAY TO FRIDAY
ENVIRONMENTAL CONDITIONS DETERMINE NUMBER OF
HOURS PUMPS RUN.
FUEL LEVEL MONITORED BY MAINTENANCE PERSONNEL WHO
WILL PROVIDE NOTICE WHEN DELIVERIES NECESSARY

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF FLORIDA

JACKSONVILLE,
FL, ARMY, COE, JACKSONVILLE DISTRICT, 701 SAN MARCO BLVD,
JACKSONVILLE, FL 32207-8175
PALM BEACH COUNTY
DELIVERY DODAAC: W912EP
BILLING DODAAC: W912EP
ORDERING OFFICE: 904-232-3055

191-13 DIESEL FUEL #2 (DL2) 539,000 GL

TANK TRUCK (TT), W/ PUMP INTO
4/20,000 GALLON ABOVE GROUND TANK(S) AT PUMPING
STATION 319
4/20,000 GALLON ABOVE GROUND TANK(S) AT PUMPING
STATION 362
DELIVERY HOURS: 0700-1600 MONDAY TO FRIDAY
ENVIRONMENTAL CONDITIONS DETERMINE NUMBER OF HOURS
PUMP RUN.
FUEL LEVEL WILL BE MONITORED BY MAINTENANCE
PERSONNEL WHO WILL PROVIDE NOTICE WHEN DELIVERIES
ARE NECESSARY.

NAVARRE,
FL, NAVY, NAVAL AIR MAINTENANCE TRNG GRU (NAMTRAGRU) DET MILTON, HWY
87 S., CHOCTAW RD 32566
SANTA ROSA COUNTY
DELIVERY DODAAC: N31714
BILLING DODAAC: N31714
ORDERING OFFICE: 850-939-8766 EXT 15

565-10 GASOLINE, AVIATION (100LL) 4,400 GL

TANK WAGON (TW), INTO
1/500 GALLON TANK
DELIVERY HOURS: 0600-1600 MONDAY - FRIDAY

KEY WEST,
FL, DHS, COMMANDING OFFICER, USCG GROUP KEY WEST, KEY WEST, FL 33040
MONROE COUNTY
DELIVERY FEDAAC: Z97770
ORDERING OFFICE: 305-292-8718
ORDERING FEDAAC: Z97770

E05-75 MARINE GAS OIL 1,100,000 GL

TANK TRUCK (TT), INTO
2/15,000 GALLON TANKS
DELIVERY HOURS: 0800-1500 MONDAY THRU SATURDAY
MAXIMUM DELIVERY: 7,000 GALLONS
GROUP KEY WEST IS LOCATED AT THE END OF US 1.
BRIDGES IN THE KEYS HAVE A WEIGHT REQUIREMENT.
LARGEST TRUCK OF FUEL CAN BE 7000 GALLONS

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF LOUISIANA

SLIDELL
LA, ARMY NG, UTES #V, 34899 GANTHAM COLLEGE DR., 70460-9245
ST TAMMANY PARISH
DELIVERY DODAAC: W80DWY
BILLING DODAAC: W42N6L
ORDERING OFFICE: 504-278-8415
ORDERING DODAAC: W912NR

330-83 DIESEL FUEL #2, (DYED) (DLS) 45,000 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK TRAILER
1/6,000 GALLON TANK
4/600 GALLON POD(S)
1/2,500 GALLON FUEL TANKER M978 HEMMT FUELER
NOTE: THIS ITEM CAN ACCEPT TANK TRUCK (TT) W/
PUMP. HOWEVER, FULL LOADS WILL NOT BE ORDERED.
THIS FUEL IS CAPITALIZED
AVERAGE DELIVERY: 3,100 GALLONS
MINIMUM DELIVERY: 2,000 GALLONS
MAXIMUM DELIVERY: 4,000 GALLONS
ESCORT REQUIRED

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN H60-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

OAKDALE,
LA, DJ, EAST WHATLEY RD, INTERSECTS WITH HWY 165 NORTH
ALLEN PARISH
DELIVERY FEDAAC: 157221
ORDERING OFFICE: 318-215-2606
ORDERING FEDAAC: 157221
POC: PAUL MACON

H60-24 GASOHOL, REG UNL (GUR) 150,000 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK

H60-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
H60-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

H60-68 DIESEL FUEL #2, LOW SULF (LS2) 108,000 GL

TANK TRUCK (TT), INTO
1/8,000 GALLON TANK
1/2,000 GALLON TANK
1/300 GALLON BELOW GROUND TANK

MULTIPLE DROP

ITEM ESTIMATED
NUMBER QUANTITY UI

STATE OF MISSOURI

NEOSHO,
MO, ARMY NG, CAMP CROWDER TRAINING SITE
NEWTON COUNTY
DELIVERY DODAAC: W81KHT
BILLING DODAAC: W91583
ORDERING OFFICE: 573-638-9627
ORDERING DODAAC: W58MYQ

371-83 DIESEL FUEL #2, (DYED) (DLS) 65,000 GL

TANK WAGON (TW), INTO
2/5,000 GALLON TANKER(S) (SEMI TANKER)
1/5,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 90% ON HIGHWAY USE
ESCORT REQUIRED
THIS FUEL IS CAPITALIZED

ST LOUIS,
MO, VA, JEFFERSON BARRACKS, NATIONAL CEMETARY, 2900 SHERIDAN ROAD,
63125
INDEPENDENT CITY
DELIVERY FEDAAC: 3664X0
ORDERING OFFICE: 314-894-6503

K55-08 RFG REGULAR UNLEADED (MRR) 45,000 GL

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

K55-68 DIESEL FUEL #2, LOW SULF (LS2) 78,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S)

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN K76-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

SPRINGFIELD
MO, DJ, BOP, US MEDICAL CENTER, 1900 WEST SUNSHINE AVENUE
GREENE COUNTY
DELIVERY FEDAAC: 156403
ORDERING OFFICE: 417-837-1700

K76-24 GASOHOL, REG UNL (GUR) 25,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 97% ON HIGHWAY USE

ITEM NUMBER		ESTIMATED QUANTITY	UI
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 STATE OF MISSOURI

K76-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), INTO
 1/2,000 GALLON ABOVE GROUND TANK(S)
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 K76-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

K76-68	DIESEL FUEL #2, LOW SULF (LS2)	12,000	GL
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TANK WAGON (TW), INTO
 1/2,000 GALLON ABOVE GROUND TANK(S)

 STATE OF NORTH CAROLINA

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN L22-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

BUXTON
 NC, DI, NATIONAL PARK SERVICE, CAPE HATTERAS NATIONAL SEASHORE
 DARE COUNTY
 DELIVERY FEDAAC: 14451A
 ORDERING OFFICE: 252-473-2111 EXT 129

L22-24	GASOHOL, REG UNL (GUR)	30,000	GL
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TANK WAGON (TW), INTO
 1/2,000 GALLON TANK
 ANTICIPATE 90% ON HIGHWAY USE

L22-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), INTO
 1/2,000 GALLON TANK
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 L22-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF NORTH CAROLINA

GREENVILLE,
NC, USIA, IBB/VOICE OF AMERICA, TRANSMITTER PLANT A, 10000 CHERRY RUN
ROAD, 27834
PITT COUNTY
DELIVERY FEDAAC: 6745AA
ORDERING OFFICE: 252-752-7181

L70-46 FUEL OIL, BURNER #2 (FS2) 60,000 GL
MAX SULFUR CONTENT 0.50%

TANK WAGON (TW), INTO
1/8,000 GALLON TANK

GRIMESLAND,
NC, USIA, IBB/VOICE OF AMERICA, GREENVILLE TRANSMITTING STN, 3919 VOA
SITE BROAD, 27837
PITT COUNTY
DELIVERY FEDAAC: 6745AD
ORDERING OFFICE: 252-752-7181

L71-46 FUEL OIL, BURNER #2 (FS2) 60,000 GL
MAX SULFUR CONTENT 0.50%

TANK WAGON (TW), INTO
1/8,000 GALLON TANK

STATE OF SOUTH CAROLINA

GREENWOOD,
SC, ARMY NG, PBO, 111 SIG BN, NORTH EMERALD RD (F/USPFO SC)
GREENWOOD COUNTY
DELIVERY DODAAC: W80KHQ
BILLING DODAAC: W37JTM
ORDERING OFFICE: 803-806-1542
ORDERING DODAAC: W80KHQ

470-83 DIESEL FUEL #2, (DYED) (DLS) 67,000 GL

TANK WAGON (TW), INTO
1/4,000 GALLON TANK
DELIVERY HOURS: 0800-1630

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF SOUTH CAROLINA

MULLINS,
SC, ARMY NG, PBO, 1/263 ARMOR, ROUTE 4, BOX 168, NE FRONT ST (F/USPFO SC)
MARION COUNTY
DELIVERY DODAAC: W37LX6
BILLING DODAAC: W37JTM
ORDERING OFFICE: 803-806-1542
ORDERING DODAAC: W804W3

482-83 DIESEL FUEL #2, (DYED) (DLS) 41,000 GL

TANK WAGON (TW), INTO
1/8,000 GALLON TANK
4/2,500 GALLON TANKER(S)

ROCK HILL
SC, ARMY NG, HHC 178 ENG BN, 126 AIRPORT ROAD (F/USPFO SC)
YORK COUNTY
DELIVERY DODAAC: W37STD
BILLING DODAAC: W37JTM
ORDERING OFFICE: 803-806-1542
ORDERING DODAAC: W804W8

485-83 DIESEL FUEL #2, (DYED) (DLS) 56,600 GL

TANK WAGON (TW), INTO
4/2,500 GALLON TANKER(S)
1/3,000 GALLON BELOW GROUND TANK

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 745-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

GOOSE CREEK,
SC, NAVY, NAVAL WEAPONS STATION, 2450 RED BANK RD, 29483
BERKLEY COUNTY
DELIVERY DODAAC: N69214
BILLING DODAAC: N69214
ORDERING OFFICE: 843-764-4129
ORDERING DODAAC: N68836

745-24 GASOHOL, REG UNL (GUR) 15,150 GL

TANK WAGON (TW), INTO
1/500 GALLON ABOVE GROUND TANK(S) LOCATED AT
SHORT STAY FACILITY 25 MILES FROM NWS GOOSE CREEK
MONCK'S CORNER, SC

ITEM NUMBER	----- STATE OF SOUTH CAROLINA -----	ESTIMATED QUANTITY	UI
745-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/500 GALLON ABOVE GROUND TANK(S) LOCATED AT SHORT STAY FACILITY 25 MILES FROM NWS GOOSE CREEK MONCK'S CORNER, SC NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 745-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL
745-941	DIESEL FUEL, LS#2 (DYED) (LSS) TANK WAGON (TW), INTO 2/4,000 GALLON TANKS 2/2,500 GALLON TANKS 1/2,000 GALLON TANK 1/1,250 GALLON TANK 5/1,000 GALLON TANKS 3/500 GALLON TANKS 1/275 GALLON TANK 1/250 GALLON TANK 4/120 GALLON TANKS AUTOMATIC FILL	73,800	GL
745-942	DIESEL FUEL, LS#2 (DYED) (LSS) TANK TRUCK (TT), INTO 2/10,000 GALLON TANK AT BLDG 302 AND BLDG 3107	52,500	GL
745-943	DIESEL FUEL, LS#2 (DYED) (LSS) TANK WAGON (TW), INTO 1/500 GALLON ABOVE GROUND TANK AT SHORT STAY FACILITY LOCATED 25 MILES FROM NWS GOOSE CREEK	9,000	GL

GOOSE CREEK, SC, NAVY, NAVAL WEAPONS STATION, 2450 RED BANK RD BERKLEY COUNTY DELIVERY DODAAC: N69214 BILLING DODAAC: N00193 ORDERING OFFICE: 843-764-4129 ORDERING DODAAC: N69214			
746-94	DIESEL FUEL, LS#2 (DYED) (LSS) FOB ORIGIN (FOB), INTO 1/2,200 GALLON TANK TRUCK FOB ORIGIN WILL PICK UP AT TERMINAL NOT MORE THAN 10 MILES AWAY	66,000	GL

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF SOUTH CAROLINA

GREENVILLE,
SC, ARMY NG, OMS 2, 201 PERIMETER ROAD, DONALDSON CENTER (F/USPFO SC)
GREENVILLE COUNTY
DELIVERY DODAAC: W800MT
BILLING DODAAC: W37JTM
ORDERING OFFICE: 803-806-1542
ORDERING DODAAC: W800MT

466-83 DIESEL FUEL #2, (DYED) (DLS) 57,000 GL

TANK WAGON (TW), INTO
1/4,000 GALLON TANK
4/1,200 GALLON TANKS AND PUMP UNITS PLUS VARIOUS
600 GAL PODS

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 4) 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	ESTIMATED	
NUMBER	QUANTITY	UI

 STATE OF ALABAMA

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 757-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

GADSDEN,
 AL, USAF, ANG, 225 CBCS, 176 IRA GRAY DRIVE 35904-9709
 ETOWAH COUNTY
 DELIVERY DODAAC: FP6011
 ORDERING OFFICE: 256-442-9722
 ORDERING DODAAC: FP6011

757-13	DIESEL FUEL #2 (DL2) ***PORTS ACTIVE***	18,000	GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON TANK (TOP-LOADING W/ GAUGING METER)
 NOTE: THIS TANK MUST BE TOP LOADED.
 THIS FUEL IS CAPITALIZED

757-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	10,000	GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON TANK (TOP-LOADING W/ GAUGING METER)
 NOTE: THIS TANK MUST BE TOP LOADED.
 THIS FUEL IS CAPITALIZED

757-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0	GL
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TANK WAGON (TW), INTO
 1/5,000 GALLON TANK (TOP-LOADING W/ GAUGING METER)
 NOTE: THIS TANK MUST BE TOP LOADED.
 THIS FUEL IS CAPITALIZED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 757-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ALABAMA

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 767-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

MONTGOMERY,
AL, AFNG, 187 FW, DANNELLY FIELD, U.S. HWY 80
MONTGOMERY COUNTY
DELIVERY DODAAC: FP6012
ORDERING OFFICE: 334-394-7294
ORDERING DODAAC: FP6012

767-13 DIESEL FUEL #2 (DL2) 27,500 GL
PORTS ACTIVE

TANK WAGON (TW), W/ A 2 INCH FEMALE DRYBREAK
COUPLER AS A MEANS TO HOOK UP TO THE TANK'S 2
INCH KAMVALOK DRYBREAK ADAPTOR INTO
1/5,000 GALLON ABOVE GROUND TANK
DELIVERY HOURS: 0700-1600
TUESDAY THRU FRIDAY EXCEPT HOLIDAYS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 770-13.
THIS FUEL IS CAPITALIZED

767-24 GASOHOL, REG UNL (GUR) 23,500 GL
PORTS ACTIVE

TANK WAGON (TW), W/ A 2 INCH FEMALE DRYBREAK
COUPLER AS A MEANS TO HOOK UP TO THE TANK'S 2
INCH KAMVALOK DRYBREAK ADAPTOR INTO
1/5,000 GALLON ABOVE GROUND TANK
DELIVERY HOURS: 0700-1600
TUESDAY THRU FRIDAY EXCEPT HOLIDAYS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
770-24/28.
THIS FUEL IS CAPITALIZED

767-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), W/ A 2 INCH FEMALE DRYBREAK
COUPLER AS A MEANS TO HOOK UP TO THE TANK'S 2
INCH KAMVALOK DRYBREAK ADAPTOR INTO
1/5,000 GALLON ABOVE GROUND TANK
DELIVERY HOURS: 0700-1600
TUESDAY THRU FRIDAY EXCEPT HOLIDAYS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
770-24/28.
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
767-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ARKANSAS

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 125-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

FT CHAFFEE,
AR, ARMY, FORT CHAFFEE MANEUVER TRAINING CENTER, BLDG 7040 (CMTC
RETAIL FUEL SITE)
SEBASTIEN COUNTY

DELIVERY DODAAC: W91255
BILLING DODAAC: W41RAA
ORDERING OFFICE: 479-484-2432
ORDERING DODAAC: W91255

125-24 GASOHOL, REG UNL (GUR) 70,000 GL
 PORTS ACTIVE

TANK TRUCK (TT), INTO
1/8,000 GALLON TANK
DELIVERY HOURS: 0700-1500 MONDAY THRU FRIDAY
SOME SATURDAYS WILL BE NEEDED DEPENDING ON
TRAINING ROTATION BEING SUPPORTED
DELIVERY TRUCKS NEED TO CALL CMTC-LOG
479-484-3117/2431 TO COORDINATE DELIVERY TIME SO
FUEL HANDLER CAN BE AT FUEL POINT TO UNLOAD
DRIVER OF FUEL TRUCK WILL HAVE TO SHOW PICTURE
I.D. AT FRONT GATE
THIS FUEL IS CAPITALIZED

125-28 GASOLINE, REG UNL (MUR) 0 GL
 PORTS ACTIVE

TANK TRUCK (TT), INTO
1/8,000 GALLON TANK
DELIVERY HOURS: 0700-1500 MONDAY THRU FRIDAY
SOME SATURDAYS WILL BE NEEDED DEPENDING ON
TRAINING ROTATION BEING SUPPORTED
DELIVERY TRUCKS NEED TO CALL CMTC-LOG
479-484-3117/2431 TO COORDINATE DELIVERY TIME SO
FUEL HANDLER CAN BE AT FUEL POINT TO UNLOAD
DRIVER OF FUEL TRUCK WILL HAVE TO SHOW PICTURE
I.D. AT FRONT GATE
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
125-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ARKANSAS

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 770-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

FT SMITH,
AR, AFNG, 188 FW, MUNICIPAL AIRPORT, 4850 LEIGH AVENUE AND I-540
SEBASTIAN COUNTY
DELIVERY DODAAC: FP6032
ORDERING OFFICE: 479-573-5280
ORDERING DODAAC: FP6032

770-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	33,200	GL
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TANK WAGON (TW), INTO
1/10,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
780-24.
THIS FUEL IS CAPITALIZED

770-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0	GL
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TANK WAGON (TW), INTO
1/10,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
780-28.
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
770-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF FLORIDA

BLOUNT ISLAND,
FL, NAVY
DUVAL COUNTY
DELIVERY DODAAC: N23005
BILLING DODAAC: N23005
ORDERING OFFICE: 904-696-5198

506-26 GASOLINE, MID UNL (MUM) 65,600 GL

TANK TRUCK (TT), W/ PUMP TO INCLUDE A 10 FT 3 INCH
DIAMETER QUICK CONNECT HOSE DELIVERY INTO
INTERMODAL CONTAINERS AT GOVERNMENT'S FACILITY
BASED ON THE FOLLOWING SCHEDULE:

VESSEL	DELIVERY DATE	QUANTITY
USNS WHEAT	MARCH 2005	4100 USG
USNS MARTIN	APRIL 2005	4100 USG
MV PHILLIPS	JUNE 2005	4100 USG
SS KOCAK	AUGUST 2005	8200 USG
MV LOPEZ	NOVEMBER 2005	4100 USG
MV BUTTON	JANUARY 2006	8200 USG
USNS STOCKHAM	APRIL 2006	4100 USG
MV HAGUE	JUNE 2006	4100 USG
SS PLESS	AUGUST 2006	8200 USG
MV BONNYMAN	OCTOBER 2006	4100 USG
MV LUMMUS	DECEMBER 2006	8200 USG
MV ANDERSON	FEBRUARY 2007	4100 USG

CAPE CANAVERAL,
FL, USAF, AFSPACECOM, CAPE CANAVERAL AFS, STATE HWY 528, (F/PATRICK
AFB)
BREVARD COUNTY
DELIVERY DODAAC: FP2520
ORDERING OFFICE: 321-494-7435
ORDERING DODAAC: FP2520
LARRY MYNATT 321-494-1365

783-13 DIESEL FUEL #2 (DL2) 1,000,000 GL
PORTS ACTIVE

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK AT BLDG 85110
DELIVERY HOURS: 0800-1400 MONDAY TO FRIDAY
AVERAGE DELIVERY: 7,500 GALLONS
MINIMUM DELIVERY: 7,500 GALLONS
MAXIMUM DELIVERY: 7,500 GALLONS
PLEASE CALL RESOURCE CONTROL CENTER 321-494-7434
ONE HOUR PRIOR TO ARRIVAL
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
810-13.
ESCORT REQUIRED
THIS FUEL IS CAPITALIZED
SUBSTITUTE DELIVERY DODAAC: FP2520A

ITEM
NUMBERESTIMATED
QUANTITY UI-----
STATE OF FLORIDA

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 785-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

CAPE SAN BLAS,
FL, USAF, USAF SITE D-3, 2151 CAPE SAN BLAS ROAD
OKALOOSA COUNTY

DELIVERY DODAAC: FP2823
ORDERING OFFICE: 850-882-2159
ORDERING DODAAC: FP2823

785-13 DIESEL FUEL #2 (DL2) 17,500 GL
PORTS ACTIVE

TANK WAGON (TW), W/ PUMP & METER, W/ 1-1/4"
DIAMETER CUT OFF NOZZLE INTO
1/280 GALLON TANK
1/268 GALLON TANK
1/225 GALLON TANK
1/100 GALLON TANK
1/5,000 GALLON TANK
DELIVERY HOURS: 0830-1330 MONDAY TO FRIDAY
A SMALL TRUCK IS REQ'D DUE TO SMALL AREA
SURROUNDING TANKS. CONTRACTOR MUST PARK
APPROX'LY 20 FEET AWAY FROM FILL POINT AND HAVE A DRY
DISCONNECT 2-1/2" FEMALE COUPLER AS A MEANS OF
PREVENTING SPILLS.
TANKS ARE LOCATED AT CAPE SAN BLAS, APPROX'LY 125
MILES SOUTH ON HWY 98 FROM EGLIN AFB, USAF SITE
D-3, 2151 CAPE SAN BLAS ROAD, PORT ST. JOE, FL
32456.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
820-131.
THIS FUEL IS CAPITALIZED

785-24 GASOHOL, REG UNL (GUR) 9,200 GL
PORTS ACTIVE

TANK WAGON (TW), W/ PUMP & METER, W/ 1-1/4"
DIAMETER CUT OFF NOZZLE INTO
1/1,000 GALLON TANK
DELIVERY HOURS: 0830-1330 MONDAY TO FRIDAY
DELIVERY TICKETS REQ'D.
A SMALL TRUCK IS REQ'D DUE TO SMALL AREA
SURROUNDING TANK. CONTRACTOR MUST PARK APPROX'LY
20 FEET AWAY FROM FILL POINT AND HAVE A DRY
DISCONNECT 2-1/2" FEMALE COUPLER AS A MEANS OF
PREVENTING SPILLS.
TANK IS LOCATED AT CAPE SAN BLAS, APPROX'LY 125
MILES SOUTH ON HWY 98 FROM EGLIN AFB, USAF SITE
D-3, 2151 CAPE SAN BLAS ROAD, PORT ST. JOE, FL
32456.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 820-281.
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF FLORIDA

TYNDALL AFB,
FL, USAF, AETC, 325 SUPPLY SQ, U.S. HWY 98
BAY COUNTY

DELIVERY DODAAC: FP4819
ORDERING OFFICE: 850-283-4267
ORDERING DODAAC: FP4819

807-34 DIESEL FUEL #2 (DF2) 414,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,200 GALLON TANK
DELIVERY HOURS: 0700-1400 WEEKDAYS
AVERAGE DELIVERY: 2,875 GALLONS
MINIMUM DELIVERY: 2,000 GALLONS
MAXIMUM DELIVERY: 4,000 GALLONS
DRIVER REPORT TO BLDG 400 BEFORE DELIVERY
TRUCKS ENTERING NORTH GATE, GO TO FLORIDA AVE,
TURN LEFT AND PROCEED TO FUELS AVENUE, TURN LEFT
TO FUELS COMPLEX.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
850-34.
THIS FUEL IS CAPITALIZED

PLEASE NOTE - OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 592-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

PANAMA CITY,
FL, NAVY, NAVAL SUPPORT ACTIVITY PANAMA CITY, 101 VERNON AVE, BLDG
406, 32407
BAY COUNTY

DELIVERY DODAAC: N61008
ORDERING OFFICE: 850-234-4575
ORDERING DODAAC: N61008
HILT TAYLOR/RICK LACY
850-234-4575

592-22 GASOHOL, PREM UNL (GUP) 42,600 GL
PORTS ACTIVE

TANK WAGON (TW), PUMPER TRUCK NEEDED FOR
OFFLOADING W/ 1" DISCHARGE NOZZLE WITH SHUT OFF
INTO 1/2,000 GALLON TANK
AST DOUBLE WALL FIBER GLASS
DELIVERY HOURS: 0700-1400 MONDAY TO FRIDAY
MINIMUM DELIVERY: 500 GALLONS
MAXIMUM DELIVERY: 1,500 GALLONS
LOADING RACK METERED TICKET REQ'D
THIS FUEL IS CAPITALIZED

ITEM NUMBER		ESTIMATED	
		QUANTITY	UI

 STATE OF FLORIDA

592-27	GASOLINE, PREM UNL (MUP) ***PORTS ACTIVE***	0	GL
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TANK WAGON (TW), PUMPER TRUCK NEEDED FOR
 OFFLOADING W/ 1" DISCHARGE NOZZLE WITH SHUT OFF
 INTO 1/2,000 GALLON TANK
 AST DOUBLE WALL FIBER GLASS
 DELIVERY HOURS: 0700-1400 MONDAY TO FRIDAY
 MINIMUM DELIVERY: 500 GALLONS
 MAXIMUM DELIVERY: 1,500 GALLONS
 LOADING RACK METERED TICKET REQ'D
 THIS FUEL IS CAPITALIZED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 592-22. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE
 DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL
 EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER
 LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 601-28 AND
 VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

PENSACOLA,
 FL, NAVY, SAUFLEY ALF
 ESCAMBIA COUNTY
 DELIVERY DODAAC: N68322
 BILLING DODAAC: N00204
 ORDERING OFFICE: 850-452-9906
 ORDERING DODAAC: N68322

601-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	40,000	GL
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TANK WAGON (TW), INTO
 1/4,000 GALLON ABOVE GROUND TANK AT SAUFLEY FIELD
 BLDG 851G
 AVERAGE DELIVERY: 2,500 GALLONS
 DELIVERY HOURS: 0700-1400
 NOTE: THIS ITEM CAN ACCEPT TANK TRUCK (TT) W/
 PUMP. HOWEVER, FULL LOADS WILL NOT BE ORDERED.
 THIS FUEL IS CAPITALIZED

601-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0	GL
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TANK WAGON (TW), INTO
 1/4,000 GALLON ABOVE GROUND TANK AT SAUFLEY FIELD
 BLDG 851G
 AVERAGE DELIVERY: 2,500 GALLONS
 DELIVERY HOURS: 0700-1400
 NOTE: THIS ITEM CAN ACCEPT TANK TRUCK (TT) W/
 PUMP. HOWEVER, FULL LOADS WILL NOT BE ORDERED.
 THIS FUEL IS CAPITALIZED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 601-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF GEORGIA

HUNTER ARMY AIRFIELD
GA, ARMY, (F/FT STEWART)
CHATHAM COUNTY

DELIVERY DODAAC: W33MD3
BILLING DODAAC: W33HU6
ORDERING OFFICE: 912-767-1002/5989
ORDERING DODAAC: W33HU6

261-13 DIESEL FUEL #2 (DL2) 47,400 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
2/2,400 GALLON TANKS
1/1,200 GALLON TANK
DELIVERY HOURS: 0830-1330
ONE HOUR PRIOR NOTICE OF DELIVERY IS REQUIRED.
CARRIER SHALL NOTIFY DPW ORDERING OFCR AT
912-767-1002/5989.
ALL PRODUCT MUST BE OFF-LOADED FROM DELIVERY
CONVEYANCE PRIOR TO 1400 HOURS.
VERBAL ORDERS MUST BE ACCEPTABLE. WRITTEN COPY
WILL FOLLOW WITHIN 24 HOURS.

BRUNSWICK,
GA, AFNG, 224 CCS, GLYNCO/MCBRIDE INDUSTRIAL PARK, GLYNCO PARKWAY,
(F/165 AG)
GLYNN COUNTY

DELIVERY DODAAC: FP6102
ORDERING OFFICE: 912-966-8278
ORDERING DODAAC: FP6102

812-13 DIESEL FUEL #2 (DL2) 21,700 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
855-13.
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF GEORGIA

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 816-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

DOBBINS ARB,
GA, USAF, AFRES, 94 TAW, U.S. HWY 41-E
COBB COUNTY
DELIVERY DODAAC: FP6703
ORDERING OFFICE: 678-655-4861
ORDERING DODAAC: FP6703

816-241 GASOHOL, REG UNL (GUR) 5,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/2,000 GALLON TANK AT FACILITY 931
(1) HOSE ON DELIVERY TRUCK MUST BE ABLE TO FIT A
2-1/2" MALE CAMLOCK COUPLING.
(2) DRIVER REPORT TO BLDG 531 FOR ESCORT AND CALL
678-655-4861.
(3) MINIMUM ORDER: 1,000 GL
NOTE: THIS ITEM PREVIOUSLY REPORTED AT ITEM
860-241/281.
ESCORT REQUIRED
THIS FUEL IS CAPITALIZED

816-281 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/2,000 GALLON TANK AT FACILITY 931
(1) HOSE ON DELIVERY TRUCK MUST BE ABLE TO FIT A
2-1/2" MALE CAMLOCK COUPLING.
(2) DRIVER REPORT TO BLDG 531 FOR ESCORT AND CALL
678-655-4861.
(3) MINIMUM ORDER: 1,000 GL
NOTE: THIS ITEM PREVIOUSLY REPORTED AT ITEM
860-241/281.
ESCORT REQUIRED
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
816-241. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF GEORGIA

MOODY AFB,
GA, USAF, ACC, 347 RW, STATE HWY 125
LOWNDES COUNTY
DELIVERY DODAAC: FP4830
ORDERING OFFICE: 229-257-4139
ORDERING DODAAC: FP4830

820-131 DIESEL FUEL #2 (DL2) 8,060 GL
PORTS ACTIVE

TANK WAGON (TW), WITH 4" EMCO WHEATON
(MUSE HEAD) TYPE RECEIPT RECEPTACLE INTO
1/1,100 GALLON TANKER TRUCK(S) C-300 TANKER
AVERAGE DELIVERY: 900 GALLONS
LOADING RACK METERED TICKET REQ'D.
THIS FUEL IS CAPITALIZED

820-34 DIESEL FUEL #2 (DF2) 35,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
1/5,180 GALLON TANK
1/5,000 GALLON TANK
1/3,500 GALLON TANK
1/3,000 GALLON TANK
1/1,600 GALLON TANK
1/1,480 GALLON TANK
1/1,200 GALLON TANK
1/825 GALLON TANK
1/580 GALLON TANK
5/10,000 GALLON TANKS
3/4,000 GALLON TANKS
3/2,500 GALLON TANKS
2/2,005 GALLON TANKS
10/2,000 GALLON TANKS
2/1,012 GALLON TANKS
19/1,000 GALLON TANKS
2/560 GALLON TANKS
19/550 GALLON TANKS
7/500 GALLON TANKS
28/275 GALLON TANKS

NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 865-34.
AUTOMATIC FILL
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF GEORGIA

ROBINS AFB
GA, USAF, FF2065 78 SPTG SVF, BLDG 1011, 755 WARNER ROBINS STREET.
HOUSTON COUNTY
DELIVERY DODAAC: FF2065
ORDERING OFFICE: 912-926-5717
ORDERING DODAAC: FP2065

824-10 GASOLINE, AVIATION (100LL) 48,000 GL
PORTS ACTIVE

TANK WAGON (TW), / TANK TRUCK (TT) W/PUMP INTO
1/2,000 GALLON ABOVE GROUND TANK AT BLDG 184
DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY
AVG DEL: 1,500 GALS (APPROX'LY 3,000 GALS PER
MONTH)
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
874-10
THIS FUEL IS CAPITALIZED

STATE OF MISSISSIPPI

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 847-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

GULFPORT,
MS, AFNG, CRTG, GULFPORT/BILOXI REGIONAL AIRPORT, U.S. HWY 49
HARRISON COUNTY
DELIVERY DODAAC: FP6243
ORDERING OFFICE: 228-214-6131

847-24 GASOHOL, REG UNL (GUR) 99,800 GL
PORTS ACTIVE

TANK TRUCK (TT), W/ PUMP INTO
1/12,000 GALLON TANK
LOADING RACK METERED TICKET REQ'D.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
905-24/28
THIS FUEL IS CAPITALIZED

847-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK TRUCK (TT), W/ PUMP INTO
1/12,000 GALLON TANK
LOADING RACK METERED TICKET REQ'D.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
905-24/28
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
847-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF MISSISSIPPI

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 852-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

JACKSON,
MS, AFNG, 172 AG, THOMPSON FIELD, US HWY I20F, AIRPORT EXIT
RANKIN COUNTY

DELIVERY DODAAC: FP6242
ORDERING OFFICE: 601-936-8378
ORDERING DODAAC: FP6242

852-13 DIESEL FUEL #2 (DL2) 29,200 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
AVERAGE DELIVERY: 4,200 GALLONS
MINIMUM DELIVERY: 4,200 GALLONS
MAXIMUM DELIVERY: 5,500 GALLONS
DELIVERY TRUCKS MUST HAVE ON BOARD PUMP TO OFF
LOAD FUEL INTO ABOVE GROUND TANKS.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM 910-13.
THIS FUEL IS CAPITALIZED

852-24 GASOHOL, REG UNL (GUR) 22,500 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
AVERAGE DELIVERY: 4,200 GALLONS
MINIMUM DELIVERY: 4,200 GALLONS
MAXIMUM DELIVERY: 5,500 GALLONS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
910-24/28.
THIS FUEL IS CAPITALIZED

852-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
AVERAGE DELIVERY: 4,200 GALLONS
MINIMUM DELIVERY: 4,200 GALLONS
MAXIMUM DELIVERY: 5,500 GALLONS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
910-24/28.
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
852-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF MISSOURI

BRIDGETON,
MO, AFNG, 131FW, ST LOUIS INTERNATIONAL AIRPORT, (ANG BASE), 10800
LAMBERT INTERNATIONAL 63044
ST LOUIS COUNTY
DELIVERY DODAAC: FP6251
ORDERING OFFICE: 314-527-6320
ORDERING DODAAC: FP6251

873-13 DIESEL FUEL #2 (DL2) 24,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK(S) AT BLDG 209
AVERAGE DELIVERY: 2,500 GALLONS
MINIMUM DELIVERY: 1,000 GALLONS
MAXIMUM DELIVERY: 4,500 GALLONS
NOTE: THIS ITEM CAN ACCEPT TANK TRUCK (TT) W/
PUMP AND 2 INCH FEMALE ADAPTER. HOWEVER, FULL
LOADS WILL NOT BE ORDERED.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
941-13.
THIS FUEL IS CAPITALIZED

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 880-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

ST JOSEPH,
MO, AFNG, 139 AW, ROSECRANS MEMORIAL AIRPORT, US HWY 36 & KANSAS 23B
BUCHANAN COUNTY
DELIVERY DODAAC: FP6252
ORDERING OFFICE: 816-236-3266
ORDERING DODAAC: FP4417

880-24 GASOHOL, REG UNL (GUR) 46,500 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
935-24/28.
THIS FUEL IS CAPITALIZED

880-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
935-24/28.
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
880-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF MISSOURI

ST LOUIS,
MO, AFNG, 157 TCG, JEFFERSON BARRACKS, 5 MILES SOUTH OF ST. LOUIS
CITY LIMITS, 1 MILE OFF TR I-55 TO GRANT ROAD, (F/131FW)
ST LOUIS COUNTY
DELIVERY DODAAC: FP6251
ORDERING OFFICE: 314-527-6320
ORDERING DODAAC: FP6251

883-08 RFG REGULAR UNLEADED (MRR) 3,700 GL
PORTS ACTIVE

TANK WAGON (TW), W/ 3" FEMALE FITTING INTO
1/1,000 GALLON TANK
DELIVERY HOURS: 0730-1500 MONDAY TO FRIDAY
AVERAGE DELIVERY: 800 GALLONS
MINIMUM DELIVERY: 300 GALLONS
MAXIMUM DELIVERY: 900 GALLONS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
942-08.
THIS FUEL IS CAPITALIZED

WHITEMAN AFB,
MO, USAF, ACC, 509 LRS/LGRF, U.S. HWY 50, APPROX 20 MILES WEST OF
SEDALIA
JOHNSON COUNTY
DELIVERY DODAAC: FP4625
ORDERING OFFICE: 660-687-6046
ORDERING DODAAC: FP4625

893-461 FUEL OIL, BURNER #2 (FS2) 75,000 GL
MAX. SULFUR CONTENT 0.40%
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
DELIVERY HOURS: 0700-1500
ALL PETROLEUM TRANSPORT VEHICLES MUST ENTER AND
EXIT THROUGH THE SPIRIT GATE ONLY.
TRUCKS IN AND OUT CHECK THROUGH AREA 177.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
950-461.
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF MISSOURI

893-462 FUEL OIL, BURNER #2 (FS2) 133,000 GL
MAX. SULFUR CONTENT 0.40%
PORTS ACTIVE

TANK TRUCK (TT), W/ PUMP INTO
3/300,000 GALLON TANKS
DELIVERY HOURS: 0700-1500
ALL PETROLEUM TRANSPORT VEHICLES MUST ENTER AND
EXIT THROUGH THE SPIRIT GATE ONLY.
TRUCKS IN AND OUT CHECK THROUGH AREA 177.
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
950-462.
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.
THIS FUEL IS CAPITALIZED

STATE OF NORTH CAROLINA

GASTONIA
NC, ARMY NG, HSC(-) 505 ENGINEER, 2100 ROBIN ROAD (F/USPFO NC)
GASTON COUNTY
DELIVERY DODAAC: W36XAL
BILLING DODAAC: W36HUG
ORDERING OFFICE: 919-664-6021
ORDERING DODAAC: W36HUG

417-83 DIESEL FUEL #2, (DYED) (DLS) 40,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
2/600 GALLON POD(S)
ESCORT REQUIRED

CAMP LEJEUNE
NC, NAVY, MARINE CORPS BASE
ONSLow COUNTY
DELIVERY DODAAC: MMLY20
BILLING DODAAC: MMLY20
ORDERING DODAAC: M67001
ORDERING OFFICE: 910-451-1460
ALT ORDERING OFFICE: 910-451-5186

DELIVERIES DUE TO OUTAGES.

- 4) CONTRACTOR SHALL PROVIDE FUEL WITHIN 2.5 HOURS WHEN NOTIFIED OF AN OUTAGE OR NEED FOR FUEL.
 - 5) CONTRACTOR SHALL FURNISH A DELIVERY SCHEDULE TO BLDG 3-1333 NLT 0800 THE DAY PRECEEDING THE SCHEDULED DELIVERY DATE. DELIVERIES TO TANKS NOT LISTED ON THE DELIVERY SCHEDULE SHALL NOT BE MADE, UNLESS COORDINATED WITH COR.
 - 6) SCHEDULE SHALL INCLUDE DELIVERY ROUTE BY TANK WAGON NUMBER, BUILDING AREA AND NUMBER.
 - 7) CONTRACTOR SHALL FURNISH A MONTHLY REPORT/SUMMARY OF ALL DIESEL DELIVERIES FOR THE PREVIOUS MONTH BY THE END OF THE THIRD WORKING DAY OF EACH MONTH.
 - 8) CONTRACTOR SHALL REPORT DELIVERY RESTRICTIONS AND DAMAGED GENERATORS, FILL PIPES, VENTS AND MISSING CAPS, ETC. TO BLDG 3-1333.
 - 9) TANKS REPORTED AS INACCESSIBLE WILL NOT BE CONSIDERED AS OUTAGES.
- AUTOMATIC FILL
ESCORT REQUIRED

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 910-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

NEW LONDON,
NC, AFNG, 263 CBCS, 39399 HERCULES DRIVE. AT BADEN ANG STN AND 37868
PRIME BEEF BLVD AT NC REGIONAL TRAINING SITE
STANLEY COUNTY

DELIVERY DODAAC: FP6331
ORDERING OFFICE : 704-391-4164
ALT ORDERING OFFICE: 704-391-4364
ORDERING DODAAC : FP6331

910-24 GASOHOL, REG UNL (GUR) 11,600 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/5,000 GALLON ABOVE GROUND TANK AT HERCULES DR.
1/1,000 GALLON ABOVE GROUND TANK AT PRIME BEEF
BLVD
DELIVERY HOURS: 0800-1500
AVERAGE DELIVERY: 2,000 GALLONS
MINIMUM DELIVERY: 500 GALLONS
MAXIMUM DELIVERY: 2,300 GALLONS
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
958-24/28.
THIS FUEL IS CAPITALIZED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF SOUTH CAROLINA

PLEASE NOTE – OFFERORS SHOULD SUBMIT PRICES FOR EITHER GASOHOL OR GASOLINE DELIVERIES (PRICES CAN BE SUBMITTED FOR BOTH ITEMS SEPARATELY AND DESC WILL EVALUATE THE BEST VALUE OFFER). PLEASE SUBMIT YOUR OFFER PRICE AGAINST THE PROPER LINE ITEM, I.E. IF YOU INTEND TO OFFER GASOLINE, SUBMIT A PRICE AGAINST CLIN 938-28 AND VICE VERSA. THE QUANTITY IDENTIFIED IN THE GASOHOL ITEM APPLIES TO EITHER CLIN.

EASTOVER,
SC, AFNG, 169 FG, MCENTIRE ANG BASE, US HWY 76, 13 MILES EAST OF
COULUMBIA
RICHLAND COUNTY
DELIVERY DODAAC: FP6401
ORDERING OFFICE: 803-647-8258
ORDERING DODAAC : FP6401

938-13 DIESEL FUEL #2 (DL2) 50,000 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/10,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
990-13.
THIS FUEL IS CAPITALIZED

938-24 GASOHOL, REG UNL (GUR) 38,500 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/10,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
990-24/28.
THIS FUEL IS CAPITALIZED

938-28 GASOLINE, REG UNL (MUR) 0 GL
PORTS ACTIVE

TANK WAGON (TW), INTO
1/10,000 GALLON TANK
NOTE: THIS ITEM PREVIOUSLY REPORTED AS ITEM
990-24/28.
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
938-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSESPREAWARD**L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC JAN 2004)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [], is not [X] a master solicitation for the 3.24 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 20 October 2004. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation.

This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

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

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

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

(4) **RFPs ONLY.**

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

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

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

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

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

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

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

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

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

L2.05-5 CONT'D

(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

L2.05-5 CONT'D

(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 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(p) **CENTRAL CONTRACTOR REGISTRATION (CCR).** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(q) **DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(4) A summary of the rationale for award.

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

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

POSTAWARD

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC JUN 2004)

(a) INSPECTION/ACCEPTANCE.

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

(2) Also see the NONCONFORMING SUPPLIES AND SERVICES clause in the Addendum.

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

11.03-3 CONT'D

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) **Electronic funds transfer (EFT) banking information.**

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

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

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

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

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

(i) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

11.03-3 CONT'D

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

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

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

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

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

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

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

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

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

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

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

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

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause. (FAR 52.212-4, **tailored**/DESC 52.212-9F50)

11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC JUN 2004)

(a) **INSPECTION/ACCEPTANCE.**

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

(2) Also see the NONCONFORMING SUPPLIES AND SERVICES clause in the Addendum.

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) **Electronic funds transfer (EFT) banking information.**

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

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

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

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

(h) **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.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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

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the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(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.

(u) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause. (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 FEB 2004)

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

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

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

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

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

(1) Fax its invoice to DFAS-BVD/FP/CC at the following fax number: **(614) 693-2537**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-BVD/FP/CC) at **1-800-756-4571**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

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

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

(DESC 52.212-9F52)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2004)

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

52.233-3, Protest After Award (31 U.S.C. 3553).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 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.) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (Jun 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (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).

(ii) Alternate I (Jun 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(22) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).

(23) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(25) 52.225-13, Restriction on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

(27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(29) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(31) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 1984) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

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

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

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

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

252.219-7003 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 (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

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- [] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- [] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004); ([] Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- [X] 252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [X] 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program (JAN 2004); ([] Alternate I (JAN 2004)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- [] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- [] 252.227-7015 Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- [X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([] Alternate I (MAR 2000)); ([] Alternate II (MAR 2000)); ([] Alternate III (MAY 2002)) (10 U.S.C. 2631).
- [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- [] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

11.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)

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

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

- (i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the

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business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

- (i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (ii) The Contractor's CAGE code is in the CCR database; and
- (iii) The Government has validated all mandatory data fields and has marked the records **"Active."**

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation **"DUNS"** or **"DUNS+4"** followed by the DUNS or DUNS+4 number that identified the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling **1-888-227-2423** or **269-961-5757**.

(FAR 52.204-7/DFARS 252.204-7004)

ADDENDUM #2OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES**THE FOLLOWING CLAUSE IS APPLICABLE FOR THE MPS GASOLINE REQUIREMENT ONLY****C16.18-17 GASOLINE, AUTOMOTIVE, UNLEADED(REGULAR/MIDGRADE/PREMIUM) (PC&S) (DESC JUL 1998)**

Specification ASTM D 4814 applies with the following specific requirements:

(a) **EPA REQUIREMENTS FOR REFORMULATED GASOLINE (RFG).** If RFG is to be supplied, the product shall conform to ASTM D 4814 as modified by the Environmental Protection Agency requirements detailed in 40 CFR Part 80, "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994, Federal Register. In part, these regulations mandate that RFG must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that RFG must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals). This fuel is not intended for use in the U.S.; therefore, it **shall not** contain any deposit control additives or detergents as otherwise required by the above regulations.

(b) **OCTANE RATING.** The Anti-Knock Index (AKI) shall be 87 minimum for regular, 89 minimum for midgrade, and 91 minimum for premium.

(c) **VOLATILITY CLASS.** The volatility class shall A-1 for Conventional Gasoline (Non-RFG) and AA-1 for RFG.

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

(1) **OXYGENATE.**

(i) If an oxygenate is required (per (a) above), the oxygenate shall be methyl tertiary-butyl ether (MTBE). Reformulated gasoline shall not contain ethanol or methanol. Ethanol or methanol is unacceptable long-term storage application.

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

(2) **OXIDATION INHIBITOR.** The gasoline shall contain the oxidation inhibitor AO-22 (marketed by OCTEL America of Newark, DE) at a level of 15 pounds of active ingredient per 1000 barrels of gasoline.

(3) **METAL DEACTIVATOR.** The gasoline shall contain the metal deactivator DMD-2 (marketed by OCTEL America of Newark, DE) at a level of 3 pounds of active ingredient per 1000 barrels of gasoline.

(4) **CORROSION INHIBITORS.** 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) **OXIDATION STABILITY.** The induction period before onset of product degradation as measured by the ASTM D 525 oxidation stability test shall be 480 minutes minimum.

(f) **WATER INTOLERANCE.** The maximum temperature for phase separation as determined by the water tolerance test (ASTM D 4814, Annex A1) shall be 10°C.

(DESC 52.246-9FJQ)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 2004) (REV)

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

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

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

(1) **OCTANE REQUIREMENTS.**

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

C16.69 CONT'D

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC	<u>AKI, MINIMUM</u>
		<u>PRODUCT</u> <u>CODE</u>	
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

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

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

(2) **OXYGENATE REQUIREMENTS.**

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

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

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

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

(1) **OCTANE REQUIREMENTS.**

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

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

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

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

(2) **OXYGENATE REQUIREMENTS.**

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

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

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

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

(1) **OCTANE REQUIREMENTS.**

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

DESC
PRODUCT

C16.69 CONT'D

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

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

(2) OXYGENATE REQUIREMENTS.

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

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

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

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

(1) APPLICABLE TO ALL DIESEL GRADES.

(i) ADDITIVES.

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

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

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

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

(iii) **LOW TEMPERATURE OPERABILITY.** The low temperature performance of diesel fuel shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point.

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

(B) **COLD FILTER PLUGGING POINT (CFPP).** Unless a more restrictive CFPP limit is specified in the contract schedule, the maximum CFPP shall be 10 degrees Celsius below the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

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

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

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

C16.69 CONT'D

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

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

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

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

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

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below. **PRODUCT CONTAINING USED OIL SHALL NOT BE SUPPLIED.** (See paragraph (f) below for DESC product codes, national stock numbers, and detailed requirements applicable to blends of residual fuel with recycled lubricating oil.)

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

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

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

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

C16.69 CONT'D

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

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

(6) Under United States regulations, Grades Number 1, 2, and 4(Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

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

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

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

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

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 5(LIGHT), 5(HEAVY) AND 6.** Product shall conform to ASTM D 6823, as modified by the requirements of paragraphs (1) through (5) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>
9140-01-468-9135	Fuel Oil, Burner, Grade RFC4	RF4
9140-01-468-9157	Fuel Oil, Burner, Grade RFC5L	R5L
9140-01-468-9147	Fuel Oil, Burner, Grade RFC5H	RF5
9140-01-468-9164	Fuel Oil, Burner, Grade RFC6	RF6

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Grades 4, 5(Light), 5(Heavy), and 6.

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

(3) **INCLUSION OF OFF-SPECIFICATION USED OIL PROHIBITED.** 40 CFR Parts 266 and 279 define off-specification used oil. The supply of RF4, R5L, RF5, or RF6 containing off-specification used oil is not permitted.

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

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

Offeror's EPA Identification Number: _____

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

(5) The maximum allowable ash content for Burner Oil, Grade RF6, shall be 0.50 mass%, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

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

LOW SULFUR GRADES

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

C16.69 CONT'D

HIGH SULFUR GRADES

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

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

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint. (DESC 52.246-9FW5)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

(a) The Government may, at it's discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers 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 waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. 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** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or 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 reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently 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 deviation or 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).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or 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 reinspection or retest, if necessary.

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

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

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)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

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

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

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

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

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

G9.07 CONT'D

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

Four horizontal lines for text entry, each with vertical tick marks for character counting.

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

Four horizontal lines for text entry, each with vertical tick marks for character counting.

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

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

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

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

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

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

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

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

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2 Under paragraph (c) "The telephone number of receiving facsimile equipment is (703) 767-8506. "	FAR 52.215-5	FACSIMILE PROPOSALS (OCT1997)
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (DEC 1999) – DLAD
L74 The Government contemplates award of a Requirements Type – Fixed Price with Economic Price Adjustment contract resulting from this solicitation.	FAR 52.216-1	TYPE OF CONTRACT (APR 1984)

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
F105 Under paragraph (b) "The permissible variation shall be limited to 10 Percent increase, 10 Percent decrease. This increase or decrease shall apply to each delivery order. "	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I1.22-1	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I27	FAR 52.242-13	GRATUITIES (APR 1984)
I84 Under paragraph (f) "Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 April 2006. "	FAR 52.216-21	REQUIREMENTS (OCT 1995)
I190.05	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
I211 Under paragraph (a) "Such orders may be issued from Date of Award through 31 March 2006. "	FAR 52.216-18	ORDERING (OCT 1995)

I28.03-2 TAX EXEMPTION CERTIFICATES (DESC MAR 2004)**(a) TAX EXEMPTION CERTIFICATES FOR MILITARY ACTIVITIES, INCLUDING THE NATIONAL GUARD.**

(1) The Ordering Officer will issue tax exemption certificates for Federal Excise Tax (FET), where applicable.

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

(3) All military activities, including the National Guard, will issue tax exemption certificates for State and local taxes and fees, where applicable. Contractors shall forward requests for tax exemption certificates covering any State or local taxes or fees to the Ordering Officer. If the Ordering Officer fails to provide tax exemption certificates requested by the Contractor, the Contractor shall notify the DESC Contracting Officer and an exemption certificate shall 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.

(b) FEDERAL, STATE, AND LOCAL TAX EXEMPTIONS FOR FEDERAL CIVILIAN AGENCIES. Contractors shall forward requests for tax exemption certificates for Federal, State, and local taxes or fees to the Ordering Officer, when applicable.

(c) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor should invoice for the FET, the supplies under contract are intended for a taxable purpose. However, where the invoice for any item includes the FET and tax exemption can be claimed, the Government may deduct the applicable tax from the order or the invoice and furnish a tax exemption certificate in lieu of paying the tax. The Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F45)

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

K15 RELEASE OF UNIT PRICES (DESC MAR 2004)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)