

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

1. SOLICITATION NUMBER

SP0600-03-R-0107

2. (X one)

	a. SEALED OFFER
X	b. NEGOTIATED (RFP)
	c. NEGOTIATED (RFQ)

INSTRUCTIONS

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

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

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

See the provision of this solicitation entitled either "Late Offers, Modifications of Offers or Withdrawal of Offers" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

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

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

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

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

DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222
BUYER/SYMBOL: T. PARKER / DESC-PLB
EMAIL tyler.paker@dla.mil

JAPAN PC&S
PURCHASE PROGRAM: 1.8G
FAX: 703-767-8506
PHONE: 703-767-9536
WEB PAGE: <http://www.desc.dla.mil/>

4. ITEMS TO BE PURCHASED (Brief description)

FUEL OIL BURNER, FJ1	118,587,759 USG
FUEL OIL BURNER, FJ3	18,997,000 USG
GASOLINE, MID UNL (MUM)	53,800,646 USG
KEROSENE 1-K, KJ1	1,686,748 USG

LOCATION: JAPAN PC&S

ORDERING PERIOD: **01 JULY 2003 Through JUNE 30, 2006**

5. PROCUREMENT INFORMATION (X and complete as applicable)

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

*****IMPORTANT INFORMATION****

*

- A. **Closing Date:** The closing date for this solicitation is **5 May 2003 at 3:00 p.m. local time**, Fort Belvoir, Virginia.
- B. **Facsimile Proposals:** Offers may be submitted in accordance with Clause L2.11-2, FACSIMILE PROPOSALS.
- C. **Contract Type:** This is a multiyear solicitation. Contracts awarded as a result of this solicitation will be a "REQUIREMENTS TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contracts. Please refer to clauses I84, REQUIREMENTS (IBR) and I86.06, DELIVERY ORDER LIMITATIONS.
- D. **ECONOMIC PRICE ADJUSTMENT:** See Clause B19.02, ECONOMIC PRICE ADJUSTMENT, in the Offeror Submission Package for recommended escalation provisions. The escalation publication is PLATTS OIL GRAM PRICE REPORT, Japan Cargoes, C&F JAPAN, MOGAS UNL & KEROSENE. The base reference effective date is 17 March 2003.
- E. **OFFEROR SUBMISSION PACKAGE (OSP):** Complete all forms contained in the "OSP", making sure to sign and complete Blocks 30a, 30b, and 30c of the Standard Form (SF) 1449 and submit them as part of your offer. Make a copy of your OSP for your records.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) PARKER, TYLER D	b. ADDRESS (Including Zip Code) DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9536	

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

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-03-R-0107	
DATE (YYMMDD)	LOCAL TIME
050503	3:00 PM

TO Defense Energy Support Center
ATTN: DESC-CPC, Room 3729
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

- F. **MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions essential for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period. Please retain this document for reference.
- G. **SEE CLAUSE M20:** Offerors must pay special attention to the EVALUATION OF OFFERS SUBJECT TO THE UTILITY COST-SHARING AGREEMENT (JAN 1997) between the Governments of the United States and Japan, which affects Fuel Oil and Kerosene.
- H. **SEE CLAUSE I1.20-1:** Many clauses previously contained in past solicitations are now incorporated by reference (IBR) and are identified in Clause I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003). Text versions of these clauses can be viewed by accessing the web address(s) indicated in the clause.
- I. **AMENDMENTS:** All offerors are reminded that amendments to the solicitation must be signed, dated, and returned with your offer. Please check the DESC PC&S Japan Web page at <http://www.desc.dla.mil/main/p/grfuels/gfi&ii.htm> frequently for updates or amendments.
- J. **ORDERING:** The ordering period for the Japan PC&S Program is three years, **01 July 2003 through 30 June 2006.**
- K. **DEBARRED CONTRACTORS: ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH U.S. GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.**
- L. For clarification of any part of this solicitation, or questions regarding the Japan PC&S Program, please contact Tyler Parker at 703-767-9536, email tyler.parker@dlamil.
- L. **EMERGENCY CONTACT:** For emergencies during non-duty hours, contact the Operations Contingency Plans and Operations Division at 703 767-8420 or 1-800-2TOPOFF.
- M. **DESC Webmasters:** If you encounter any problems downloading files from the DESC Ground Fuels Web page, please contact Ms. Leslie Brunner at 703-767.8482, email leslie.brunner@dlamil for assistance.

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-02-0028		PAGE 1 OF 85	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-03-R-0107	
7. FOR SOLICITATION INFORMATION CALL: ➔		a. NAME Tyler D. Parker 703-767-9636 Email: tyler.parker@dla.mil				b. TELEPHONE NUMBER (no collect calls) (703) 767-9536 FAX: (703) 767-8506	
9. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: T. Parker/DESC-PLB Phone: (703) 767-9536		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAIS: 422720/324110 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
TELEPHONE NO.		FAX NO:		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01		13b. RATING	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		(See Attached)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 97XXX930.5CFO 01 26.1 S3350						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION) (DESC MAY 2001)

(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) In an emergency, 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.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as 3-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
-44	FUEL OIL, BURNER (FJ1) NSN: 914-01-408-7183	118,587,759 USG
-45	FUEL OIL SP BURNER (FJ3) NSN: 9140-01-408-7198	18,997,000 USG
-26	GASOLINE, MID UNL NSN: 9130-01-272-0983	53,800,646 USG
-59	KEROSENE (KJ1) NSN: 9140-01-408-7211	824,548 USG
-71	KEROSENE (KJ2) NSN: 9140-01-408-7221	862,200 USG

(DESC 52.207-9F56)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

AAFES

CAMP COURTNEY
JA, AAFES
OKINAWA
DELIVERY DODAAC: HXRCCG
BILLING DODAAC : HXRCCG
ORDERING OFFICE: 098-972-3267, EXT 622-6131

120-26 GASOLINE, MID UNL (MUM) 1,365,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
2/13,700 GALLON TANKS AT BLDG 4137
1/2,650 GALLON TANK AT BLDG 4137

CAMP SCHWAB
JA, AAFES
OKINAWA
DELIVERY DODAAC: HXRCCG
BILLING DODAAC : HXRCCG
ORDERING OFFICE : 098-946-6012 EXT 625-5888
ALT ORDERING OFFICE: OR 098-977-8131

125-26 GASOLINE, MID UNL (MUM) 190,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK AT BLDG 3342

KADENA AB
JA, AAFES
OKINAWA
DELIVERY DODAAC: HXRNKG
BILLING DODAAC : HXRNKG
ORDERING OFFICE : 098-934-0014, EXT 633-0450
ALT ORDERING OFFICE: 098-892-5111, EXT 644-4297

130-26 GASOLINE, MID UNL (MUM) 7,595,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
2/25,000 GALLON TANKS AT BLDG 218, KADENA SVC
STN.
1/5,000 GALLON TANK AT BLDG 285, TORII GAS
STATION

ITEM NUMBER		ESTIMATED QUANTITY UI

	AAFES	

	KADENA AB JA, AAFES OKINAWA DELIVERY DODAAC: HXRNFE BILLING DODAAC : HXRNFE ORDERING OFFICE: 098-934-0014 EXT 633-0450	
131-26	GASOLINE, MID UNL (MUM)	5,225,000 GL
	TANK TRUCK (TT), INTO 2/7,900 GALLON TANKS AT BLDG 976, FAIRCHILD GAS STATION	

	YOKOTA AIR BASE JA, AAFES, AAFES UNIT 5203, YOKOTA AB JA HONSHU DELIVERY DODAAC: FP5209 BILLING DODAAC : HXRJWG ORDERING OFFICE: 042-552-2510 EXT 225-8429 ORDERING DODAAC : HXRJWG	
764-26	GASOLINE, MID UNL (MUM)	4,800,000 GL
	TANK TRUCK (TT), INTO 2/9,500 GALLON TANKS AT BLDG 1294	

	MISAWA AIR BASE JA, AAFES HONSHU DELIVERY DODAAC: HXRJAE BILLING DODAAC : HXRJAE ORDERING OFFICE: 012-653-5181 EXT 226-8708 ORDERING DODAAC : HXRJAE	
765-26	GASOLINE, MID UNL (MUM)	3,296,592 GL
	TANK TRUCK (TT), OR MINI TRUCK INTO 2/5,000 GALLON TANKS AT BLDG 1946 AAFES NORTH SIDE GAS STATION 2/10,000 GALLON TANKS AT BLDG 965 1/500 GALLON TANK AT BLDG 31 (OFF-BASE RANGE 35 OSS)	

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

AKASAKA,
JA, ARMY, DEH, AKASAKA PRESS CENTER, BUILDING 6.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE: 046-251-1788, EXT 263-5340

005-44 FUEL OIL BURNER, (FJ1) 232,680 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), INTO
1/1,427 GALLON TANK
6/9,400 GALLON TANKS
MULTIPLE DROP

KURE
JA, ARMY, 5-3 SHOWA-CHO, KURE-SHI, HIROSHIMA-KEN

DELIVERY DODAAC: W90WDP
BILLING DODAAC : W90WDP
ORDERING OFFICE: 082-323-1158 EXT 256-2430

008-26 GASOLINE, MID UNL (MUM) 90,700 GL

FOB ORIGIN (FOB), AT CONTRACTOR REFINERY INTO
GOVERNMENT FURNISHED TANK WAGON (TW) OR TANK
TRUCK
(TT)
1/3,960 GAL TANK AT BLDG 100

008-44 FUEL OIL BURNER, (FJ1) 421,000 GL

FOB ORIGIN (FOB), AT CONTRACTOR REFINERY INTO
GOVERNMENT FURNISHED TANK WAGON (TW) OR TANK
TRUCK
(TT)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

CAMP ZAMA
JA, ARMY, DEH, BOILER & CHILLER PLANT, BUILDING 131.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT 263-5340

011-44 FUEL OIL BURNER, (FJ1) 558,000 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), INTO
1/42,000 GALLON TANK

CAMP ZAMA
JA, ARMY, 17TH ASG, UNIT 45005 APO AP 96343-5006
(CAMP ZAMA #606)
HONSHU
DELIVERY DODAAC: W81F55
BILLING DODAAC : W81F55
ORDERING OFFICE: 0427936856 EXT 263-4690

012-26 GASOLINE, MID UNL (MUM) 245,600 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/2,700 GALLON TANK SUB TANK NO. 2
1/5,300 GALLON TANK MAIN TANK NO. 4

CAMP ZAMA
JA, ARMY, 600 KAMIYABE SAGAMIHARA-SHI KANAGAWA-KEN
HONSHU
DELIVERY DODAAC: W81F55
BILLING DODAAC : W81F55
ORDERING OFFICE: 042-756-9997 EXT 268-4137

013-26 GASOLINE, MID UNL (MUM) 22,188 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK , TANK NO. 1

ITEM
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ESTIMATED
QUANTITY UI

UNITED STATES ARMY

CAMP ZAMA
JA, ARMY, MAIN STORAGE TANK, BUILDING 646.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: 263-5340

021-44 FUEL OIL BURNER, (FJ1) 413,550 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/42,000 GALLON TANK

CAMP ZAMA
JA, ARMY, DEH, BOILER PLANT, BUILDING 1024.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: 263-5340

026-44 FUEL OIL BURNER, (FJ1) 513,900 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/52,000 GALLON TANK

SAGAMI DEPOT
JA, ARMY, DEH, BOILER PLANT, BUILDING 151-S9.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT 263-5340

031-44 FUEL OIL BURNER, (FJ1) 2,794,800 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/126,000 GALLON TANK
1/30,000 GALLON TANK
1/15,000 GALLON TANK
1/10,000 GALLON TANK
MULTIPLE DROP

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QUANTITY UI

UNITED STATES ARMY

SAGAMI DEPOT
JA, ARMY, DEH, BOILER PLANT, BUILDING 154-7.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT 263-5340

032-44 FUEL OIL BURNER, (FJ1) 285,000 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
2/13,000 GALLON TANKS

SAGAMI MOTOR POOL
JA, ARMY, 600 KAMIVABE SAGAMIHARA-SHI 229-0001
HONSHU
DELIVERY DODAAC: W81F56
BILLING DODAAC : W81F56
ORDERING OFFICE: 0462511788684527

035-26 GASOLINE, MID UNL (MUM) 3,082 GL
TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK AT BLDG 167-1

SAGAMIHARA
JA, ARMY, SAGAMIHARA DEH, BOILER PLANT, BUILDING 134.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT 263-5340

036-44 FUEL OIL BURNER, (FJ1) 2,397,000 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
2/42,000 GALLON TANKS

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ESTIMATED
QUANTITY UI

UNITED STATES ARMY

YOKOHAMA
JA, ARMY, YOKOHAMA NORTH DOCK, BLDG 214, MIZUHO SANABASHI,
YOKOHAMA CITY, KANAGAWA PREF. DOR CDR. USAGH
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT 263-5340

041-44 FUEL OIL BURNER, (FJ1) 407,100 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/26,000 GALLON TANK TRUCK
1/10,000 GALLON TANK
MULTIPLE DROP

YOKOHAMA
JA, ARMY, DEH, YOKOHAMA NORTH DOCK, BUILDING 324.
HONSHU
DELIVERY DODAAC: WT5PV3
BILLING DODAAC : WT5PV3
ORDERING OFFICE : 0462-51-1788
ALT ORDERING OFFICE: EXT 263-5340

045-44 FUEL OIL BURNER, (FJ1) 89,160 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), OR MINI TRUCK INTO
1/6,000 GALLON TANK

CHIBANA COMPOUND
JA, ARMY, 505TH QUARTERMASTER BATTALION, HHC
OKINAWA
DELIVERY DODAAC: W81F59
BILLING DODAAC : W81F59
ORDERING OFFICE: 098-946-6012

135-26 GASOLINE, MID UNL (MUM) 35,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/3,600 GALLON TANK AT BLDG 5210

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

CAMP SHIELDS
JA, NAVY, USN-SEABEES
OKINAWA
DELIVERY DODAAC: R66688
BILLING DODAAC : R66688
ORDERING OFFICE: 098-938-1111 EXT 632-4200

132-26 GASOLINE, MID UNL (MUM) 72,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK
1/3,963 GALLON TANK
1/1,000 GALLON TANK

YOKOSUKA
JA, NAVY, PWC YOKOSUKA
HONSHU
DELIVERY DODAAC: N65115
BILLING DODAAC : N65115
ORDERING OFFICE: 0468-21-1911 EXT 243-9012

500-44 FUEL OIL BURNER, (FJ1) 30,267,400 GL

MAX. SULFUR CONTENT 0.20 %
BARGE (BRG), INTO
1/1,050,000 GALLON TANK AT BLDG 1071, BERTH 13

YOKOHAMA COMPLEX
JA, NAVY, NAVY EXCHANGE HARDY BARRACKS
HONSHU
DELIVERY DODAAC: N46500
BILLING DODAAC : N46500
ORDERING OFFICE: 03-3401-8940 EXT 229-3480

502-26 GASOLINE, MID UNL (MUM) 125,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
2/2,000 GALLON TANKS AT BLDG 20

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

YOKOSUKA
JA, NAVY, HAKOZAKI TERMINAL, MUBANCHI NAGAURA-CHO,
YOKOSUKA KANAGAWA
HONSHU
DELIVERY DODAAC: N69180
BILLING DODAAC : N62649
ORDERING OFFICE: 04-6825-2287 OR ADD EXT 244-2731

509-26 GASOLINE, MID UNL (MUM) 23,400 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/1,500 GALLON TANK AT HAKOZAKI ISLAND
(DELIVERY TRUCK TRANSPORTED VIA FERRY BOAT/BARGE)

YOKOHAMA COMPLEX
JA, NAVY, NEGISHI BOILER PLANT, 11-7 KAMI-MACHI, ISOGO-KU
(FOR PWC YOKOSUKA).
HONSHU
DELIVERY DODAAC: N65115
BILLING DODAAC : N65115
ORDERING OFFICE : 0468-21-1911 EXT 243-9012
ALT ORDERING OFFICE: EXT 5790

510-44 FUEL OIL BURNER, (FJ1) 1,563,500 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/120,000 GALLON TANK AT BOILER PLANT BLDG
23029

YOKOHAMA COMPLEX
JA, NAVY, 43-4, KITAMACHI, SEYA-KU
YOKOMAHAMA-SHI KANAGAWA-KEN
HONSHU
DELIVERY DODAAC: N62507
BILLING DODAAC : N62507
ORDERING OFFICE: 0467-70-7794 OR EXT 264-3763

511-44 FUEL OIL BURNER, (FJ1) 1,152,000 GL

MAX. SULFUR CONTENT 0.05 %
TANK TRUCK (TT), INTO
2/17,000 GALLON TANK(S) AT BLDG 21
1/18,000 GALLON TANK AT BLDG 21
1/12,500 GALLON TANK AT BLDG 176

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ESTIMATED
QUANTITY UI

UNITED STATES NAVY

YOKOSUKA
JA, NAVY, U.S. FISC YOKOSUKA FUEL DEPT HAKOZAKI
GAS STATION
HONSHU
DELIVERY DODAAC: N62649
BILLING DODAAC : N62649
ORDERING OFFICE: 046-821-1911 OR ADD EXT 243-7121

513-26 GASOLINE, MID UNL (MUM) 720,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
5/5,284 GALLON TANKS

SASEBO
JA, NAVY, NEX HARIO SERVICE STATION
NAGASAKI PREFECTURE
DELIVERY DODAAC: N63360
BILLING DODAAC : N63360
ORDERING OFFICE: 0956-24-6111 EXT 252-3609

514-26 GASOLINE, MID UNL (MUM) 1,250,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/4,000 GALLON TANK AT BLDG 5120
2/5,000 GALLON TANKS AT BLDG 1625

YOKOHAMA COMPLEX
JA, NAVY, NEGISHI RACE TRACK BOILER PLANT, 29 MINOSAWA,
NAKA-KU (FOR PWC YOKOSUKA)
HONSHU
DELIVERY DODAAC: N65115
BILLING DODAAC : N65115
ORDERING OFFICE: 046-821-1911 EXT 5790

515-44 FUEL OIL BURNER, (FJ1) 428,700 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
3/14,520 GALLON TANKS AT BOILER PLANT BLDG 19003

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ESTIMATED
QUANTITY UI

UNITED STATES NAVY

YOKOHAMA COMPLEX
JA, NAVY, FMC BOILER PLANT, NORTH DOCK, 2-1
CHIWAKA-CHO, KANAGAWA-KU
(FOR PWC YOKOHAMA)
HONSHU
DELIVERY DODAAC: N65115
BILLING DODAAC : N65115
ORDERING OFFICE: 0468-21-1911 EXT 243-9012

520-44 FUEL OIL BURNER, (FJ1) 81,000 GL
MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/8,000 GALLON TANK AT BOILER PLANT BLDG S-124,
NORTH DOCK

YOKOSUKA
JA, NAVY, NAVY EXCHANGE
HONSHU
DELIVERY DODAAC: N65951
BILLING DODAAC : N65951
ORDERING OFFICE: 046-825-8364

524-26 GASOLINE, MID UNL (MUM) 3,500,000 GL
TANK TRUCK (TT), OR MINI TRUCK INTO
6/5,000 GALLON TANKS

YOKOSUKA
JA, NAVY, FLTACTS YOKOSUKA, KANAGAWA
(NAVY EXCHANGE GAS STATION, BLDG 1314)
HONSHU
DELIVERY DODAAC: N65951
BILLING DODAAC : N65951
ORDERING OFFICE: 046-821-1892

525-59 KEROSENE 1-K (KJ1) 250,000 GL
TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK AT BUILDING 1314

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ESTIMATED
QUANTITY UI

UNITED STATES NAVY

TOKYO
JA, NAVY, THE SANNO HOTEL, MINAMI, AZABU
HONSHU
DELIVERY DODAAC: N43666
BILLING DODAAC : N43666
ORDERING OFFICE: 033-440-7871 EXT 7217

530-71 KEROSENE 2-K (KJ2) 622,200 GL

TANK TRUCK (TT), INTO
2/7,926 GALLON TANKS AT BOILER PLANT

ATSUGI
JA, NAVY, ATSUGI NAVAL AIR FACILITY.
HONSHU
DELIVERY DODAAC: N62507
BILLING DODAAC : N62507
ORDERING OFFICE: 046-778-5015 EXT 264-3136

535-26 GASOLINE, MID UNL (MUM) 342,000 GL

TANK TRUCK (TT), INTO
4/5,000 GALLON TANKS AT BLDG #91

535-443 FUEL OIL BURNER, (FJ1) 456,480 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/26,416 GALLON TANK AT BOILER PLANT #7 BLDG
1504.

535-444 FUEL OIL BURNER, (FJ1) 370,890 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
1/36,984 GALLON TANK AT BOILER PLANT #9 BLDG 226.

535-445 FUEL OIL BURNER, (FJ1) 10,395,527 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), INTO
2/237,800 GALLON TANKS AT BOILER PLANT #1, BLDG
1600

ITEM
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ESTIMATED
QUANTITY UI

UNITED STATES NAVY

JA, NAVY, NAF ATSUGI, KANAGAWA (NAVY EXCHANGE,
ATSUGI, BLDG 78
HONSHU
DELIVERY DODAAC: N65951
BILLING DODAAC : N65952
ORDERING OFFICE: 264-3417

539-59 KEROSENE 1-K (KJ1) 140,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/1,000 GALLON TANK AT BLDG 78

ZUSHI CITY
JA, NAVY, KANAGAWA PREFECTURE, IKEGO HOUSING
HONSHU
DELIVERY DODAAC: N65115
BILLING DODAAC : N65115
ORDERING OFFICE: 046-821-1911 EXT 243-9012

540-44 FUEL OIL BURNER, (FJ1) 2,671,000 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), OR MINI TRUCK INTO
2/37,000 GALLON TANKS AT IKEGO BOILER PLANT BLDG
608
1/2,000 GALLON TANK AT TSURUMI BOILER PLANT BLDG
4200172

MCAS IWAKUNI
JA, NAVY, MISUMI-CHO, IWAKUNI-SHI, YAMAGUCHI-KEN, JAPAN. NEW
SHIKOKU
DELIVERY DODAAC: M62613
BILLING DODAAC : N62613
ORDERING OFFICE: 611-753-4384 OR EXT 5240/5342

544-26 GASOLINE, MID UNL (MUM) 1,458,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
2/5,000 GALLON TANKS MCCS GAS STATION, BLDG 1351
1/2,116 GALLON TANK MILITARY GAS STATION, BLDG
1017
1/250 GALLON TANK AT AHOD BOAT HOUSE BLDG 826

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY

544-441 FUEL OIL BURNER, (FJ1) 7,500,000 GL
 MAX. SULFUR CONTENT 0.20 %
 TANK TRUCK (TT), OR MINI TRUCK INTO
 1/1,000 GALLON TANK AT WATER PUMP HOUSE (B#345)
 1/1,000 GALLON TANK AT TROPO SCATTER (B#1248)
 1/236 GALLON TANK AT TRANSCIEVER SITE (B#270)
 1/118 GALLON TANK AT TEST CELL (B#746)
 1/321 GALLON TANK AT TELEPHONE OFFICE (B#471)
 1/162 GALLON TANK AT TACAN (B#2040)
 1/2,100 GALLON TANK AT SOUTH SEWAGE PLANT
 (B#2197)
 1/1,000 GALLON TANK AT RUNWAY LIGHT (B#755)
 1/312 GALLON TANK AT RADAR (B#765)
 1/500 GALLON TANK AT POL FUEL PUMP (B#2613)
 1/1,057 GALLON TANK AT PMO (B#608)
 1/129 GALLON TANK AT NORTH SEWAGE PLANT (B#1780)
 1/2,000 GALLON TANK AT MONZEN SEWAGE PLANT
 (B#951)
 1/2,000 GALLON TANK AT MILITARY GAS STATION
 (B#1017)
 1/129 GALLON TANK AT MCX (B#446)
 1/264 GALLON TANK AT MAINTENANCE SHOP (B#155)
 1/209 GALLON TANK AT ISMO/EMD (B#125)
 1/259 GALLON TANK AT HUSH HOUSE (B#745)
 1/127 GALLON TANK AT HUSH HOUSE (B#747)
 1/1,321 GALLON TANK AT HOSPITAL (B#111)
 1/132 GALLON TANK AT FOOD COURT (B#410)
 1/251 GALLON TANK AT FIRE STATION (B#119)
 1/202 GALLON TANK AT COMPUTER HOBBY (B#189)
 1/129 GALLON TANK AT COMMISSARY (B#450)
 1/396 GALLON TANK AT COLD STORAGE (B#1012)
 1/793 GALLON TANK AT CLUB COMPLEX (B#600)
 1/129 GALLON TANK AT CFR (B#761)
 1/5 GALLON TANK AT C GATE UNDERPASS (B#2280)
 1/5 GALLON TANK AT BOOSTER PUMP HOUSE (B#801)
 2/2,114 GALLON TANK AT BOILER PLANT #6 (B#1705)
 1/92 GALLON TANK AT BOILER PLANT #2 (B#140)
 1/211 GALLON TANK AT AFN (B#390)
 1/502 GALLON TANK AT BASE OPERATIONS (B#757)
 1/50 GALLON TANK AT SECURITY GENERATOR HOUSE
 (B#80)
 1/50 GALLON TANK AT SECURITY GENERATOR HOUSE
 (B#70)
 1/630 GALLON TANK AT ARMORY (B#1861)
 1/62 GALLON TANK AT BEACON (B#2205)
 1/30,000 GALLON TANK BOILER PLANT #2 (B#140)
 1/40,000 GALLON TANK BOILER PLANT #2 (B#140)
 1/12,000 GALLON TANK BOILER PLANT #3 (B#744)
 3/15,000 GALLON TANK BOILER PLANT #5 (B#929)
 2/52,836 GALLON TANK BOILER PLANT (B#1705)

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QUANTITY UI

UNITED STATES NAVY

544-441 con't

1/1,500 GALLON TANK LOCAL BOILER (B#735)
 1/1,320 GALLON TANK LOCAL BOILER (B#736)
 1/1,000 GALLON TANK LOCAL BOILER (B#761)
 1/1,000 GALLON TANK LOCAL BOILER (B#779)
 1/360 GALLON TANK LOCAL BOILER (B#818)
 2/1,320 GALLON TANK LOCAL BOILER (B#1686/1687)
 1/460 GALLON TANK LOCAL BOILER (B#1870)
 1/5,000 GALLON TANK AT MCCS GAS STATION (B#1351)
 1/2,100 GALLON TANK AT RECYCLING CENTER (B #725)
 1/1,850 GALLON TANK AT CRYOGENICS (B#196)
 1/500 GALLON TANK AT CRYOGENICS (B #195)

544-442 FUEL OIL BURNER, (FJ1) 315,000 GL
 MIN. SULFUR CONTENT 0.20 %
 BARGE (BRG), INTO
 1/126,000 GALLON TANKS AT BLDG 2071 (FINGER
 PIER)

MCAS IWAKUNI
 JA, NAVY, MISUMI-CHO, IWAKUNI-SHI, YAMAGUCHI-KEN, JAPAN
 SHIKOKU
 DELIVERY DODAAC: R09112
 BILLING DODAAC : R09112
 ORDERING OFFICE: 011-81-6117-53-6466

545-45 FUEL OIL SP BURNER, (FJ3) 36,000 GL
 TANK TRUCK (TT), OR MINI TRUCK INTO
 1/1,000 GALLON TANK AT MALS-12, GROUND SUPPORT
 DIESEL STORAGE TANK (B#493A) ACFT HANGR

MCAS IWAKUNI
 JA, NAVY, MISUMI-CHO, IWAKUNI-SHI, YAMAGUCHI-KEN, JAPAN
 SHIKOKU
 DELIVERY DODAAC: M62613
 BILLING DODAAC : M62613
 ORDERING OFFICE: 0827-21-4171 EXT 3493 OR 3193

546-45 FUEL OIL SP BURNER, (FJ3) 3,000 GL
 TANK TRUCK (TT), OR MINI TRUCK INTO
 1/1,506 GALLON TANK AT THE BOAT HOUSE (B#820)

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY

SASEBO

JA, NAVY, FLEET ACTIVITIES, SASEBO NAVAL BASE,
SASEBO-SHI, NAGASAKI-KEN

KYUSHU

DELIVERY DODAAC: N62735

BILLING DODAAC : N62735

ORDERING OFFICE: 0956-24-6111 EXT 3390

552-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), OR MINI TRUCK INTO 1/1,000 GALLON TANK AT BLDG 100 (PORT OPERATIONS) 1/500 GALLON TANK AT MAEBATA ORDNANCE	421,200 GL
552-44	FUEL OIL BURNER, (FJ1) TANK TRUCK (TT), OR MINI TRUCK INTO 2/16,000 GALLON BELOW GROUND TANK AT BLDG 1656 (TANK NOS. 1 AND 2) 1/50,000 GALLON ABOVE GROUND TANK(S) AT BLDG 1483, TATEGAMI BOILER 1/42,300 GALLON ABOVE GROUND TANK(S) AT BLDG. 1497, PW BOILER 1/49,000 GALLON ABOVE GROUND TANK(S) AT BLDG 1561, JAJIMA BOILER 3/39,600 GALLON ABOVE GROUND TANK(S) AT BLDG 5110 (TANK 1, 2, AND 3), 1/2,400 GALLON ABOVE GROUND TANK(S) AT BLDG. 850, MAEBATA BOILER 1/45,000 GALLON ABOVE GROUND TANK(S) AT BLDG 6005, AKASAKI BOILER 1/800 GALLON ABOVE GROUND TANK(S) AT PORTABLE BOILER #108 1/3,000 GALLON ABOVE GROUND TANK(S) AT PORTABLE BOILER #110 1/1,400 GALLON ABOVE GROUND TANK(S) AT PORTABLE BOILER #121 1/1,300 GALLON ABOVE GROUND TANK(S) AT PORTABLE BOILER #122 1/45,000 GALLON ABOVE GROUND TANK(S) AT BLDG 89 HIRASE (MAIN) BOILER MULTIPLE DROP	8,280,000 GL

ITEM
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ESTIMATED
QUANTITY UI

UNITED STATES NAVY

SASEBO
JA, NAVY, NAVY EXCHANGE SASEBO.
KYUSHU
DELIVERY DODAAC: N63360
BILLING DODAAC : N63360
ORDERING OFFICE: 0956-24-6111 EXT 252-3609
243-6192

554-71 KEROSENE 2-K (KJ2) 240,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/1,500 GALLON TANK TRUCK BEHIND BLDG 1625.

YOKOHAMA
JA, NAVY, 2-1 ANZENCHO TSURUMIKU YOKOHAMA
HONSHU
DELIVERY DODAAC: N68245
BILLING DODAAC : N62649
ORDERING OFFICE: 0468-21-1910

601-26 GASOLINE, MID UNL (MUM) 10,800 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/900 GALLON TANK

WHITE BEACH
JA, NAVY, FLEET ACTIVITIES NAF KADENA.
OKINAWA
DELIVERY DODAAC: N62254
BILLING DODAAC : N62254
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

620-26 GASOLINE, MID UNL (MUM) 108,000 GL

TANK WAGON (TW), OR MINI TRUCK INTO
1/1,500 GALLON TANK AT BLDG. 1065
2/400 GALLON TANKS

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

CAMP HANSEN
JA, NAVY, CAMP HANSEN, JA, USMC
OKINAWA
DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

630-26 GASOLINE, MID UNL (MUM) 42,500 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK AT BLDG. 2107
1/42,000 GALLON TANK AT BLDG. 2171

MCAS FUTENMA
JA, NAVY
OKINAWA
DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

635-26 GASOLINE, MID UNL (MUM) 18,750 GL

TANK TRUCK (TT), INTO
1/20,000 GALLON TANK AT BLDG 605

CAMP FOSTER
JA, NAVY
OKINAWA
DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: 098-977-8131

640-26 GASOLINE, MID UNL (MUM) 100,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/1,000 GALLON TANK AT BLDG 5828
1/24,000 GALLON TANK AT BLDG 5850

ITEM
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ESTIMATED
QUANTITY UI

UNITED STATES NAVY

CAMP KINSER
JA, NAVY
OKINAWA
DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

645-26 GASOLINE, MID UNL (MUM) 22,500 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK AT BLDG 308

CAMP COURTNEY
JA, NAVY
OKINAWA
DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: 098-977-8131

650-26 GASOLINE, MID UNL (MUM) 13,750 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK AT BLDG 4106

CAMP SCHWAB
JA, NAVY
OKINAWA
DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

655-26 GASOLINE, MID UNL (MUM) 16,250 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/3,000 GALLON TANK AT BLDG 3205

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- UNITED STATES NAVY -----	
	LE-SHIMA JA, NAVY OKINAWA DELIVERY DODAAC: M67400 BILLING DODAAC : M67400 ORDERING OFFICE : 098-946-6012 ALT ORDERING OFFICE: OR 098-977-8131	
660-26	GASOLINE, MID UNL (MUM)	2,500 GL
	TANK TRUCK (TT), OR MINI TRUCK INTO 1/5,000 GALLON TANK AT BLDG 0050	

	NORTHERN TRAINING AREA JA, NAVY, USMC OKINAWA DELIVERY DODAAC: M67400 BILLING DODAAC : M67400 ORDERING OFFICE : 098-946-6012 ALT ORDERING OFFICE: OR 098-977-8131	
665-26	GASOLINE, MID UNL (MUM)	1,750 GL
	TANK TRUCK (TT), OR MINI TRUCK INTO 1/2,642 GALLON TANK AT BLDG 510	
	----- U.S. EMBASSY -----	
	AKASAKA JA, US EMBASSY, 1-10-5 AKASAKA, MINATO-KU, TOKYO DELIVERY FEDAAC: 19T513 BILLING FEDAAC : 19T513 ORDERING OFFICE: 03-3224-5750	
800-26	GASOLINE, MID UNL (MUM)	37,800 GL
	TANK TRUCK (TT), OR MINI TRUCK INTO 1/3,000 GALLON TANK LOCATED AT CHANCERY BLDG	
800-44	FUEL OIL BURNER, (FJ1)	531,000 GL
	TANK TRUCK (TT), OR MINI TRUCK INTO 1/5,000 GALLON TANK LOCATED AT EMR 1/15,000 GALLON TANK LOCATED AT CHANCERY #1 1/4,000 GALLON TANK LOCATED AT CHANCERY #2 2/7,500 GALLON TANKS LOCATED AT PERRY #1 & #2	

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, USAF, 374 LOGISTICS READINESS SQUADRON/LGSF,
YOKOTA AB, JA
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 0425-52-2511 EXT 225-9187

750-26 GASOLINE, MID UNL (MUM) 583,158 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/1,000 GALLON TANK AT BLDG 517
1/2,000 GALLON TANK AT BLDG 517
2/25,000 GALLON TANKS AT BLDG 944
A 2 INCH FEMALE THREADED CONNECTION IS REQUIRED
ON THE DELIVERY TRUCK.

750-59 KEROSENE 1-K (KJ1) 34,548 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK

YOKOTA AIR BASE
JA, USAF, 374 SUPS/LGSF
FUKUOKA
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 042-552-2510 EXT 58059

751-44 FUEL OIL BURNER, (FJ1) 6,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/1,000 GALLON BELOW GROUND TANK LOCATED AT BLDG
2518, USAF TERMINAL
(TANK HAS 5-INCH FEMALE THREADED CONNECTION)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, 374 LRS/LGSF
SAITAMA
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 042-552-2510 EXT 5395

752-44 FUEL OIL BURNER, (FJ1) 7,650 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/2,630 GALLON ABOVE GROUND TANK(S) AT THE OWADA
COMM FACILITY, BLDG 100

YOKOTA AIR BASE
JA, USAF, 374 LRS/LGSF
HONSHU H
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 042-552-2510 EXT 58059

753-44 FUEL OIL BURNER, (FJ1) 3,168 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), OR MINI TRUCK INTO
1/4,000 GALLON TANK AT HANGER, BLDG 1503

YOKOTA AIR BASE
JA, USAF, 374 LRS/LGSF
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 042-552-2510 EXT 5-8059

754-44 FUEL OIL BURNER, (FJ1) 180,678 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,300 GALLON TANK AT HOSPITAL, BLDG 4408

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, FUSSA-FUSSA-SHI, TOKYO (FOR 374 SUPS/LGSF).
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 0425-52-2511EXT 58509

755-44 FUEL OIL BURNER, (FJ1) 1,594,848 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), OR MINI TRUCK INTO
2/420,000 GALLON TANKS AT BLDG 944
1/24,000 GALLON TANK AT BLDG 944
1/5,300 GALLON TANK AT BLDG 4408
1/5,000 GALLON TANK AT BLDG 517 (SSTA)

YOKOTA AIR BASE
JA, USAF, BLDG 100A, NISHIBORI, NIIZASHI, SAITAMA
HONSHU
DELIVERY DODAAC: FP5209
BILLING DODAAC : FP5209
ORDERING OFFICE: 311-755-8059

756-44 FUEL OIL BURNER, (FJ1) 2,500 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/6,000 GALLON ABOVE GROUND TANK(S) LOCATED AT
OWADA COMM. FACILITY

YOKOTA AIR BASE
JA, USAF, 374 SUPS/LGSF
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 042-552-2510 EXT 58059

757-44 FUEL OIL BURNER, (FJ1) 1,584 GL

MAX. SULFUR CONTENT 0.20 %
TANK TRUCK (TT), OR MINI TRUCK INTO
2/1,000 GALLON TANKS AT BLDG 4085, BAKERY

ITEM NUMBER		ESTIMATED QUANTITY UI
----- UNITED STATES AIR FORCE -----		
758-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % TANK TRUCK (TT), OR MINI TRUCK INTO 1/3,000 GALLON TANK AT BLDG 80, TERMINAL	60,000 GL

759-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.05 % TANK TRUCK (TT), OR MINI TRUCK INTO 1/1,200 GALLON TANK AT BLDG 1090, GOLF COURSE MAINT. SHOP 1/400 GALLON TANK AT BLDG 699, TAMA MAINT. 1/2,100 GALLON TANK AT BLDG 1010 TAMA GOLF	93,600 GL

	MISAWA AIR BASE JA, USAF HONSHU DELIVERY DODAAC: FP5205 ORDERING OFFICE: 017-653-5181 EXT 226-8708	
760-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/10,000 GALLON TANK AT BLDG 470 POL FACILITY 1/215,000 GALLON TANK AT BLDG 496 POL FACILITY 1/10,000 GALLON TANK AT BLDG 1487 POL FACILITY	930,750 GL

760-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % TANK TRUCK (TT), OR MINI TRUCK INTO 2/420,000 GALLON TANKS AT BLDG 465, 2/109,784 GALLON TANKS AT BLDG 1948, 2/103,000 GALLON TANKS AT BLDG 3322, 1/52,000 GALLON TANK AT BLDG 1337, 1/42,000 GALLON TANK AT BLDG 1337, 3/18,000 GALLON TANKS AT BLDG 1743, 1/15,000 GALLON TANK AT BLDG 1337, 1/10,500 GALLON TANK AT BLDG 949, 1/5,000 GALLON TANK AT BLDG 1946, 1/3,000 GALLON BELOW GROUND TANK AT BLDG 910* *SCREW ADAPTER REQUIRED	11,769,470 GL

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

760-44 con't

1/2,000 GALLON TANK AT BLDG 910*
*SCREW TYPE ADAPTER REQUIRED
2/25,000 GALLON TANKS AT BLDG 1525,
2/15,000 GALLON TANKS AT BLDG 99,
1/16,500 GALLON TANK AT BLDG 1429,***
6M EXTRA HOSE NECESSARY
1/8,000 GALLON TANK AT BLDG 3263,
1/8,000 GALLON TANK AT BLDG 513,
1/5,300 GALLON TANK AT BLDG 452,
1/5,000 GALLON TANK AT BLDG 3270,
1/5,000 GALLON TANK AT BLDG 3120,
1/4,000 GALLON TANK AT BLDG 3267,****
WATER MUST BE DRAINED
1/2,000 GALLON TANK AT BLDG 928,
1/5,000 GALLON TANK AT BLDG 3122,
1/31,295 GALLON TANK AT BLDG 15361

760-441 FUEL OIL BURNER, (FJ1) 4,235,000 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), INTO
2/850,000 GALLON TANKS AT BLDG 496,**
2/10,000 GALLON TANKS AT BLDG 470,*
SCREW TYPE ADAPTER REQUIRED
1/10,000 GALLON TANK AT BLDG 1487,

760-45 FUEL OIL SP BURNER, (FJ3) 14,214,000 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), OR MINI TRUCK INTO
2/420,000 GALLON TANKS AT BLDG 465
2/109,784 GALLON TANKS AT BLDG 1948
2/103,000 GALLON TANKS AT BLDG 3322
1/52,000 GALLON TANK AT BLDG 1337
1/42,000 GALLON TANK AT BLDG 1337
3/18,000 GALLON TANKS AT BLDG 1743
1/15,000 GALLON TANK AT BLDG 1337
1/10,500 GALLON TANK AT BLDG 949
1/5,000 GALLON TANK AT BLDG 1946
1/3,000 GALLON TANK AT BLDG 910,*
SCREW TYPE ADAPTER REQUIRED
1/2,000 GALLON TANK AT BLDG 910,*
SCREW TYPE ADAPTER REQUIRED
2/2,500 GALLON TANKS AT BLDGS 1525
2/15,000 GALLON TANKS AT BLDG 99

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

760-45 con't

1/16,500 GALLON TANK AT BLDG 1429,***
6M EXTRA HOSE NECESSARY
1/8,000 GALLON TANK AT BLDG 3263
1/8,000 GALLON TANK AT BLDG 513
1/5,300 GALLON TANK AT BLDG 452
1/5,000 GALLON TANK AT BLDG 3270
1/5,000 GALLON TANK AT BLDG 3120
1/4,000 GALLON TANK AT BLDG 3267
WATER MUST BE DRAINED
1/2,000 GALLON TANK AT BLDG 928
1/500 GALLON TANK AT BLDG 972
1/5,000 GALLON TANK AT BLDG 3122
1/31,295 GALLON TANK AT BLDG 15361

760-451 FUEL OIL SP BURNER, (FJ3) 4,720,000 GL

TANK TRUCK (TT), INTO
2/850,000 GALLON TANKS AT BLDG 496
2/10,000 GALLON TANKS AT BLDG 470
SCREW TYPE ADAPTER REQUIRED
1/10,000 GALLON TANK

760-59 KEROSENE 1-K (KJ1) 180,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
1/8,500 GALLON TANK
W/25 FT 3 INCH HOSE AND A 3 INCH FEMALE COUPLING

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, 374 LRS/LGSF
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 011-81-5117-55-9187

761-44 FUEL OIL BURNER, (FJ1) 21,745,074 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), INTO
1/54,000 GALLON TANKS AT BLDG 614, BOILER G
1/145,000 GALLON TANK AT BLDG 09, BOILER F
1/85,000 GALLON TANK AT BLDG 1245, BOILER H
1/180,000 GALLON TANK AT BLDG 4436, BOILER K
1/28,000 GALLON TANK AT BLDG 4096, BOILER L
1/42,000 GALLON TANK AT BLDG 09, BOILER F

YOKOTA AIR BASE
JA, USAF, 374 SUPS/LGSF
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 0425-52-2510 EXT 58059

762-44 FUEL OIL BURNER, (FJ1) 607,500 GL
MAX. SULFUR CONTENT 0.05 %

TANK TRUCK (TT), OR MINI TRUCK INTO
1/400 GALLON TANK AT BLDG 699, TAMA MAINT.
1/800 GALLON TANK AT BLDG 375, TAMA LODGE
1/2,100 GALLON TANK AT BLDG 1010, TAMA GOLF

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

YOKOTA AIR BASE
JA, USAF, 374 LRS/LGSF
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 0425-52-2510 EXT 59187

763-26 GASOLINE, MID UNL (MUM) 261,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/500 GALLON TANK AT BLDG 1090, GOLF COURSE
MAINT.
2/25,000 GALLON TANK AT BLDG 944, POL STORAGE
REQUIRES 2-INCH THREADED ADAPTER
1/600 GALLON TANK AT BLDG 1009, TAMA GOLF CART
MAINT.

763-44 FUEL OIL BURNER, (FJ1) 486,000 GL
MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), OR MINI TRUCK INTO
1/5,000 GALLON TANK AT BLDG 517, SSTA

YOKOTA AIR BASE
JA, USAF, 374TH SUPPLY, YOKOTA AB
HONSHU
DELIVERY DODAAC: FP5209
ORDERING OFFICE: 011-81-3117-55-9187

766-26 GASOLINE, MID UNL (MUM) 31,500 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
1/600 GALLON TANK AT BLDG 1009
1/600 GALLON TANK AT BLDG 1090

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES AIR FORCE

OKUMA
JA, USAF, 18TH LRS/LGSF APO AP 96368-5136.
OKINAWA
DELIVERY DODAAC: FP5270
ORDERING OFFICE : 9381111 EXT 634-3350
ALT ORDERING OFFICE: OR 098-977-8131

775-26 GASOLINE, MID UNL (MUM) 1,008,000 GL

TANK TRUCK (TT), OR MINI TRUCK INTO
2/500 GALLON TANKS
2/10,000 GALLON TANKS
1/600 GALLON TANK
1/350 GALLON TANK
2/4,500 GALLON TANKS
2/15,000 GALLON TANKS
1/20,000 GALLON TANK
1/3,000 GALLON TANK
3/1,500 GALLON TANKS
1/2,500 GALLON TANKS
5/1,000 GALLON TANKS
1/5,000 GALLON TANK
1/4,000 GALLON TANK

FBIS YOMITAN
JA, USAF, 18 SUPS LRS/LGSF APO AP 96368-5149
OKINAWA
DELIVERY DODAAC: FP5270
ORDERING OFFICE : 098-946-6012 EXT 633-0439
ALT ORDERING OFFICE: OR 098-977-8131

790-26 GASOLINE, MID UNL (MUM) 7,500 GL

TANK WAGON (TW), OR MINI TRUCK INTO
1/800 GALLON TANK AT BLDG. 1000

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

PREAWARD

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

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

(b) **MASTER SOLICITATION.**

(1) This solicitation is [X], is not [] a master solicitation for the **Japan PC&S** 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 **3 April 03/5 May 03**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

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

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

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

(4) **RFPs ONLY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) **CONTRACT AWARD.**

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

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

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

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

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

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

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

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government

reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

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

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

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

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

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

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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

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

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

POSTAWARD**11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)****(a) INSPECTION/ACCEPTANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM #1OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS
PREAWARD SOLICITATION PROVISIONS**K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

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 15.606(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)

**L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS)
(DESC JUL 2001)**

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

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

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

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

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment ____). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last ____ years. All contracts/subcontracts submitted should have a minimum of one year’s performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may

include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

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

(DESC 52.215-9F76)

L54 SITE VISIT (DESC OCT 1992)

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

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

(DESC 52.237-9F05)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **"Requirements Type Contract with Economic Price Adjustment."** contract resulting from this solicitation.

(FAR 52.216-1)

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

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

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

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

(DESC 52.252-9F05)

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

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

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

(DESC 52.216-9F60)

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

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

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

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

(DESC 52.216-9F45)

M20 EVALUATION OF OFFERS SUBJECT TO THE UTILITY COST-SHARING AGREEMENT(DESC JAN 1997)

(a) All offers for FS1 and Kerosene will be evaluated according to the utility cost-sharing agreement between the Government of Japan (GOJ) and the United States. Under this agreement, the GOJ will reimburse the United States for FS1 and Kerosene costs for heating fuels at 100 percent.

(b) Only product supplied by a Japanese supplier/refinery qualifies for GOJ reimbursement under this agreement. For purposes of this clause, use of a leased/contracted facility by a non-Japanese firm or subsidiary does not qualify for reimbursement. Offers will be evaluated according to the final actual cost to the U.S. Government. Should offers be received for both Japanese end product and other product, the following evaluation criteria will apply:

(1) Offers of FS1 and Kerosene that consist of Japanese-supplied product will be evaluated according to the offer price less a prorated reimbursement factor of 100 percent.

(2) The FS1 and Kerosene offers that consist of other than Japanese-supplied product will be evaluated at the offer price.

(DESC 52.225-9F10)

M55 CONVERSION FACTORS (DESC APR 1998)

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

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

(1) TABLE I.

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

(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C @60°F						
	Kg/m ³	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

DIESEL FUELS

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

INTERMEDIATE FUEL OILS

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

JET FUELS

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

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

(3) **TABLE III.**

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

(DESC 52.215-9FA1)

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

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

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

(DESC 52.209-9F45)

M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC JAN 2001)

(a) BASIS OF AWARD.

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Past performance; and
- (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

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

(c) EVALUATION OF PAST PERFORMANCE.

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

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

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

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

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

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

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

(DESC 52.209-9F75)

ADDENDUM #2OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES**C1 SPECIFICATIONS (DESC JAN 1997)**

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

(DESC 52.246-9FT5)

C16.18-20 GASOLINE, AUTOMOTIVE (PC&S) (JAPAN) (DESC AUG 2002)

(a) Supplies delivered under this contract shall conform to all in-country environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. In the event the in-country environmental requirement is more stringent than the 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.

(b) **GASOLINE SHALL MEET JAPANESE STANDARD JIS K 2202, GRADE 1 (LATEST REVISION), WITH THE FOLLOWING ADDITIONAL REQUIREMENTS:**

(1) **REID VAPOR PRESSURE (RVP).** The Contractor is expected to know and comply with the in-country RVP requirements of the areas being supplied.

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

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	RON, MINIMUM
9130-01-272-0983	Gasoline, Motor	96

(DESC 52.246-9FGA)

C16.22-1 KEROSENE (PC&S) (JAPAN) (DESC JAN 1987)

Kerosene shall meet Japanese Standard JIS K 2203 with the following additional requirements:

(a) Freeze point (ASTM D 2386 - latest revision) shall be minus 30°C maximum.

(b) Viscosity at 40°C (ASTM D 445 - latest revision) shall be 1.0-1.9 cst.

(c) Grade No. 1 shall be used for 1K; Grade No. 2 shall be used for 2K.

(DESC 52.246-9FKE)

C16.43 FUEL OIL, BURNER (PC&S) (JAPAN) (DESC JAN 2003)

(a) **CLASSIFICATION.** Burner fuel oil shall conform to Japanese Standard JIS K 2204. Product shall be classified in accordance with the pour point requirement shown below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>PRODUCT CODE</u>	<u>POUR POINT REQUIREMENT</u>
9140-01-408-7183	Burner Fuel Oil, No. 1	FJ1	-2.5°C maximum
9140-01-408-7198	Burner Fuel Oil, Special Class 3	FJ3	-30°C maximum

(b) **SEASONAL POUR POINT AND COLD FILTER PLUGGING POINT (CFPP) REQUIREMENTS.**

(1) Mainland Japan (except Hachinoe and Misawa AFB) requires FJ1 with the following seasonal pour point and CFPP limits:

<u>MONTHS</u>	<u>POUR POINT</u>	<u>CFPP</u>
June to August	5°C maximum	Report
November 16th to February 29th	-7.5°C maximum	-5°C maximum
March to May; September to November 15th	-2.5°C maximum	-1°C maximum

(2) Hachinoe and Misawa AFB require FJ1 from April 1st to November 14th and FJ3 from November 15th to March 31st of each year in a multiyear contract. The pour point for FJ3 during the months required shall be -30 degrees Celsius maximum and the CFPP shall be -19 degrees Celsius maximum.

(DESC 52.246-9FBW)

THE FOLLOWING CLAUSE APPLIES TO--

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

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)

(a) QUALITY CONTROL PLAN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1

continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

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

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

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

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

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

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

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to

be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

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

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

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

E1 CONT'D

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

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

NOTES FOR TABLE I:

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

E1 CONT'D

TABLE II

SAMPLE RETENTION

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

E1 CONT'D

TABLE III

DEFINITIONS OF TEST SERIES

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

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

E1 CONT'D

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

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

TABLE IV

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

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

NOTES FOR TABLE IV:

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

(DESC 52.246-9F75)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. (DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC JAN 2003)

The following list shall be used to identify, by procurement location, the Government inspection office assigned inspection responsibility under DESC overseas contracts for petroleum products and additives. The area of inspection responsibility and identifying office code are assigned in paragraph (a). The address and phone number of each inspection office and its corresponding office code is provided in paragraph (b).

(a) AREA OF RESPONSIBILITY AND OFFICE CODE.

Afghanistan	400	Egypt	400	Malaysia	350 ¹	Somalia	400
Africa	200 ²	Eritrea	400	Maldives	350 ¹	South America	111
Antarctica	310	Ethiopia	400	Malta	200	Sri Lanka	350 ¹
Armenia	200	Europe (Continental)	200	Mauritius	200	Sudan	400
Ascension Island	111	Georgia	200	Mexico	111	Syria	200
Australia	350 ¹	Greenland	200	Mongolia	330	Taiwan	350 ¹

Azerbaijan	200	Hawaiian Islands	310	Myanmar	350 ¹	Tajikistan	400
Azores	200	Iceland	200	Nepal	350 ¹	Thailand	350 ¹
Bahrain	400	India	350 ¹	New Zealand	350 ¹	Turkey	200
Bangladesh	350 ¹	Indonesia	350 ¹	Oman	400	Turkmenistan	400
Bermuda	111	Ireland	200	Pacific Islands		United Arab	
Bhutan	350 ¹	Israel	200	(Central & South)	310	Emirates	400
Brunei	350 ¹	Japan	340	Pakistan	400	United Kingdom	200
Cambodia	350 ¹	Jordan	400	Papua New Guinea	310	Uzbekistan	400
Canada	120	Kazakhstan	400	Philippines	350 ¹	Vietnam	350 ¹
Canary Island	200	Kenya	400	Qatar	400	Yemen	400
Caribbean Islands	111	Korea	330	Ryukus Islands,			
Central America	111	Kuwait	400	Japan	340		
Chagos Archipelago	300	Kyrgyzstan	400	Russia	200		
Comoros	200	Laos	350 ¹	Saudi Arabia	400		
Cyprus	200	Lebanon	200	Seychelles Is.	400		
Djibouti	400	Madagascar	200	Singapore	350 ¹		

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(b) QUALITY ASSURANCE INSPECTION OFFICE AND CODE.

110. DESC Americas -- East

Federal Building, Room 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 718-3883
FAX: (713) 718-3891

111. DESC Homestead

360 Coral Sea Blvd.
Homestead AFB, FL 33039-1299
Phone: (305) 258-7454/55/56
FAX: (305) 258-7761

120. DESC Americas -- West

3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 900-6960
FAX: (310) 900-6973

200. DESC Europe

ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7710³
FAX: 49-611-380-7406³

300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710
310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710
320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517
330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³
340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³
350. DESC Singapore
PSC 470, Box 2700
FPO AP 96534-2700
Phone: 65-287-7626³
FAX: 65-288-6540³
400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

^[3] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

(DESC 52.246-9F35)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JUL 2002)

(a) It is the policy of the Government that supplies or services that do not conform in all respects to the contract requirements should be rejected. However, there may be circumstances when acceptance of such nonconforming supplies or services is in the interest of the Government. No deviation will be granted unless specifically approved by the Contracting Officer or duly authorized representative.

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

(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 deviation or waiver 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 DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633, (703) 767-8420, or (DSN) 427-8420**.

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

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

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

(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 or INSPECTION AND ACCEPTANCE OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

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

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

(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 action such as rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

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

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

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

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

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

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

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

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

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

(DESC 52.246-9FR1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(DESC 52.211-9FB1)

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

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

(1) DELIVERIES INTO OR BY TANKER/BARGE.**(i) F.O.B. ORIGIN.**

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

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

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

(ii) F.O.B. DESTINATION.

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

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

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

(2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**(i) F.O.B. ORIGIN.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) WATER BOTTOMS.

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

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

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

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

- (1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.
 - (i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.
 - (ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
 - (iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--
 - (A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.
 - (B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
 - (2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.
- (DESC 52.211-9FA5)

F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)

- (a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:
 - (1) Ordering period begins: **1 July 2003** and ends: **30 June 2006**.
 - (2) Delivery period begins: **48 hours after award** and ends: **30 days after end of ordering period**.
 - (b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).
- (DESC 52.242-9F75)

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

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

(a) DELIVERY DATES.

- (1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.
- (2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the

Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.

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

(b) **EXPECTED TIME OF ARRIVAL.**

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

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

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

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

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

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

(d) **ALLOWED LAYTIME.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

TO BE PROVIDED UNDER SEPERATE SOLICITATION AMENDMENT

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

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

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

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

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

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

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

(c) **DESIGNATED OFFICE.**

Name: **Defense Energy Support Center**

Mailing Address: **8725 John J. Kingman Road**
Suite 4950
Fort Belvoir, Virginia 22060-6222

Telephone Number(s): **703-767-9536**

Person(s) to Contact: **Tyler D. Parker**

Electronic Address: **tyler.parker@dla.mil**

(FAR 52.232-35)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder. (DESC 52.232-9F50)

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

APPLICABLE TO DoD ACTIVITIES ONLY.

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

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

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

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

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

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

(c) **COMMERCIAL RECEIPTS.**

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

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

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

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

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The Contractor must insert the shipment date reflecting the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days,

and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets from the terminal; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) **PAYMENT.**

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

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

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

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

(DESC 52.232-9FH6)

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

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

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

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

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

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

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

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

(DESC 52.232-9F85)

THIS CLAUSE APPLIES ONLY TO ITEMS PAID BY DFAS COLUMBUS.**G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC OCT 2001)****NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED**

AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace or correct such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

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

DEFENSE FINANCE AND ACCOUNTING SERVICES - COLUMBUS CENTER
DFAS-BVDFP/CC
PO BOX 182317
COLUMBUS OH 43218-6252

(d) CERTIFICATION OF RECEIPT.

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

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall input receipt information into the Defense Fuel Automated Management Systems (DFAMS) via Fuels Control Center or other electronic systems installed at their activity. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to DESC-FII upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report and payments will be made in accordance with the terms of the contract.

(e) SUBMISSION OF INVOICES.

(1) Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except FO6 which will be invoiced in kilograms.) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number and must specify the total quantity delivered for each specific delivery date.

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

(3) **FOR GERMANY ONLY.** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (5) below.

(4) COURIER DELIVERY OF INVOICES.

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

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

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

(5) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time (EST), the receipt date of records is the date the item was received. If the fax is received after 5 p.m. EST, the receipt date is the next business day.

(iii) The DFAS-BVDP/CC fax number is **(614) 693-0671**.

(iv) The Contractor shall include its fax number on each document transmitted.

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

(vi) **FOR GERMANY ONLY.** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(f) **INVOICING DETENTION COSTS.** Unless otherwise specified in the contract, detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FB1)

11.01-1 DEFINITIONS (DESC FEB 1998)

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

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

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

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

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

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

(DESC 52.202-9F10)

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

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

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

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

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

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

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

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

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

(DESC 52.212-9F52)

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

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

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

FAR/DFARS: <http://farsite.hill.af.mil>
DLAD: <http://www.dla.mil/i-3/i-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 STATUES 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>
11.04	FAR 52.203-6, 52.219-8, 52.222.21 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.232-34	CONTRACT TERMS & CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS COMMERCIAL ITEMS
11.05	DFARS 252.225-7007, 252.225-7036, 252.243-7002	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF CONNERCIAL ITEMS

L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
L2.10-1	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS

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

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E3	FAR 52.246-15	CERTIFICATE OF CONFORMANCE
E5	FAR 52.246-2	INSPECTION OF SUPPLIES FIXED-PRICE
F105	FAR 52.211-16	VARIATION IN QUANTITY

Under paragraph (b), "The permissible variation shall be limited to 10% increase/decrease. This increase/decrease shall apply to each delivery order."

I11.04	FAR 52.242-13	BANKRUPTCY
I27	FAR 52.203-3	GRATUITIES
I28.21	FAR 52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS
I33	FAR 52.232-17	INTEREST
I190.05	FAR 52.223-5	POLLUTION PREVENTION & RIGHT-TO-KNOW INFORMATION
I211	FAR 52.216-18	ORDERING

Under paragraph (a) "Such orders may be issued from "01 July 2003 through 30 June 2006

(DESC 52.252-9F08)

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

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

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

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

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

(DESC 52.249-9F20)

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

184 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after **the end of the delivery period unless the Contracting Officer has exercised an extension option pursuant to the guidelines specified under clause I209.09, EXTENSION PROVISIONS (PC&S)(DESC OCT 1994).**

(FAR 52.216-21)

186.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DESC AUG 1990)

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(1) Any order for a single item for a single delivery point in excess of See Schedule

(2) Any order for a combination of items for a single delivery point in excess of See Schedule; or

(3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

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

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

(DESC 52.216-9FK5)

I115 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)

(a) When, through no fault of the Contractor, a shipment cannot be delivered, the Contractor shall contact the shipper for disposition instructions. If the shipment is ordered returned to the origin point, the charges assessed for the return trip shall be the same as the charges assessed for the outbound trip. The shipper shall maintain a record of the goods that, through no fault of the Contractor, could not be delivered and are returned to the shipper. If, at a future date, the returned goods are determined to be related to a claim against the Contractor, the claim will be adjusted accordingly.

(b) When, through the fault of the Contractor, a shipment cannot be delivered, the Contractor shall return the shipment to the origin point at no charge to the Government. Any charges incurred for redelivery, which are in excess of the charges that would have been incurred under this contract, shall be for the Contractor's account in accordance with the DEFAULT clause of the contract.

(FAR 52.247-16)

I179 ALLOCATION (DESC JUL 1995)

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

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

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

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

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

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

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

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

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

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

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

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

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

(DESC 52.249-9F05)

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

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

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not

limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

1190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)

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

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

(DESC 52.223-9F06)

1209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

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

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

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

(DESC 52.217-9F20)

1229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)

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

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

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

(FAR 52.203-6)

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