

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

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

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

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

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

**INSTRUCTIONS**

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

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

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i>	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>
--	--

<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

<b>7. ADDITIONAL INFORMATION</b>
----------------------------------

<b>8. POINT OF CONTACT FOR INFORMATION</b>			
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>	<b>d. E-MAIL ADDRESS</b>		

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>		
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT			

<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	

<b>11a. COMPANY NAME</b>	<b>b. ADDRESS</b> <i>(Include Zip Code)</i>
--------------------------	---

<b>c. ACTION OFFICER</b>	
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>	<b>(2) TITLE</b>

<b>(3) SIGNATURE</b>	<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>
----------------------	---

FOLD

---

FOLD

---

**FROM**

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b>	
<b>DATE (YYYYMMDD)</b>	<b>LOCAL TIME</b>

DD FORM 1707 SP0600-03-R-0037  
INFORMATION TO OFFERORS OR QUOTERS  
BLOCK 7, ADDITIONAL INFORMATION

A. **CLOSING DATE:** The closing date and time for receipt of offers is 3 March 2003, 3:00 p.m. Local Time, Fort Belvoir, Virginia.

B. **NEGOTIATIONS:**

Any negotiations under this solicitation will be conducted primarily in writing (by facsimile or email) or by telephone, but DESC will offer an opportunity for face-to-face negotiations at DLA Headquarters Complex, Ft. Belvoir VA. It is a choice and NOT mandatory to participate in face-to-face negotiations. Please indicate in your offer whether or not you wish to conduct face-to-face negotiations and DESC will announce the exact location and dates after negotiations have opened.

If you choose to participate in face-to-face negotiations, please contact the Turkish Embassy in Washington DC immediately to process: a) a country clearance and b) permission to enter DLA Headquarters Complex located on a U.S. military installation. This process requires a minimum of 30 days to complete. The Turkish Embassy's telephone number in Washington DC is 202-939-1879; ask for a lady named Retha. Request a **six-month recurring** visit starting as soon as possible to visit the Director of the Defense Energy Support Center (DESC). The address and points of contact for DESC are:

Director, Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

Heidi Oertley, Contract Specialist, 703-767-9506  
Mark Q. Jones, Contracting Officer, 703-767-9520

C. **OFFER SUBMISSION PACKAGE:** Carefully review the Solicitation, any subsequent amendments, and the Offer Submission Package (OSP) identified by number SP0600-03-R-0037. Please keep copies of completed solicitation, amendments, and the OSP for your records.

D. **FACSIMILE PROPOSALS:** Offers may be submitted in accordance with Clause L2.11-2, FACSIMILE PROPOSALS. Please complete and submit the Offer Submission Package (OSP) in its entirety as your offer. Please submit all offer prices on the Price Data Sheet(s), which are included in the OSP. A completed OSP includes the Standard Form 1449 (SF 1449), Certifications and Representations (Fill-in clauses), appropriate Price Data Sheet(s), and Contractor Performance Data Sheet. **All offers must be signed (Block 30 of SF 1449).** The DESC fax number for submitting facsimile proposals is **(703) 767-8506.**

E. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:** Please check DESC's homepage ([www.desc.dla.mil](http://www.desc.dla.mil)) frequently for any solicitation amendments (updates) to SP0600-03-R-0037. To acknowledge amendments, complete Blocks 15A, 15B, and 15C on each amendment's first page, the Standard Form (SF 30), and return to DESC, preferably prior to the solicitation closing date. The DESC fax number is (703) 767-8506.

F. **PERIOD OF ACCEPTANCE OF OFFERS**: Pursuant to paragraph e, Clause L2.05-5 INSTRUCTIONS TO OFFEROR-COMMERCIAL ITEMS (PC&S), offerors agrees to hold the prices in their offers firm for **130** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

G. **SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE**: Offers submitted in response to this solicitation must be in the English language. (See solicitation Clause L2.10, SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE, incorporated by reference under Clause I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE.)

H. **SUBMISSION OF OFFERS IN U.S. CURRENCY**: Offers submitted in response to this solicitation must be in U.S. Currency. (See solicitation Clause L2.10-1, SUBMISSION OF OFFERS IN U.S. CURRENCY, incorporated by reference under Clause I1.20-1, CLAUSE AND PROVISIONS INCORPORATED BY REFERENCE.)

I. **INTERNATIONAL DUNS NUMBER**: Include your company's Data Universal Numbering System (DUNS) Number on the cover sheet of your offer (See paragraph o of Clause L2.05-5, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (PC&S)). If you do not have a DUNS Number, your company must register online at <http://www.dandb.com/eupdate> and click on the "Register your business" button. Or you may call one of two toll free numbers 800-333-0505 or 888-814-1435 for assistance.

J. **CENTRAL CONTRACTOR REGISTRATION (CCR)**: Pursuant to Clause I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION, a company must register in the Department of Defense (DoD) Central Contractor Registration (CCR) database prior to any contract award. The CCR is a central repository of trading partner information about firms qualified to conduct business with the U. S. Government. Contractors register one-time, then update their registration annually. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <https://www.ccr.dlsc.dla.mil/ccr/scripts/index.html>.

K. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**: Please insert your CAGE CODE (5-digit alphanumeric code) in Block 17a. of the Standard Form (SF) 1449, in the box labeled "CAGE CODE." If your company currently has a Government contract and you do not know your CAGE CODE, please contact Ms. Heidi Oertley at 703-767-9506 (or email to [heidi.oertley@dla.mil](mailto:heidi.oertley@dla.mil)), Ms. Felecia McIntosh at 703-767-9545 (or email to [Felecia.mcintosh@dla.mil](mailto:Felecia.mcintosh@dla.mil)), or Mr. Mark Jones at 703-767-9520 (or email to [mark.q.jones@dla.mil](mailto:mark.q.jones@dla.mil)). Please note that if your company does not currently have Government contract or CAGE CODE, registering your company data in the CCR database will also assign your company a CAGE CODE.

L. **NO RESPONSE**: If your company does not intend to submit an offer for this solicitation, please complete Blocks 8, 9, 10, and 11 of the DD Form 1707 Cover Sheet and fax the sheet to DESC at (703) 767-8506.

DD FORM 1707 SP0600-03-R-0037  
INFORMATION TO OFFERORS OR QUOTERS  
BLOCK 7, ADDITIONAL INFORMATION

M. **CONTRACT TYPE**: This is a multiyear (two-year) solicitation. The SCHEDULE (list of items, each with its own narrative) under B1.100, SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY), (list of items, each with its own narrative) is incorporated into the Standard Form 1449 (SF 1449) Continuation Sheets. Type of contracts awarded as a result of this solicitation will be "Indefinite Delivery/Indefinite Quantity (IDIQ) – Fixed Price with Economic Price Adjustment." Refer to Clauses I86.12.100, DELIVERY-ORDER LIMITATIONS-SCOPE OF CONTRACT (TURKEY PC&S) and B19.02, ECONOMIC PRICE ADJUSTMENT (OVERSEAS).

N. **ECONOMIC PRICE ADJUSTMENT & BASE REFERENCE PRICE**: Refer to Clause B19.02, ECONOMIC PRICE ADJUSTMENT (OVERSEAS PC&S). Offerors should use the preferred publication, Platt's Oilgram Report, and associated prices, as indicated in Clause B19.02, paragraph (k) table, columns III as the escalation reference for their offer prices. The BASE REFERENCE DATE for this solicitation is 1 December 2002 and reflects the European Monthly Average prices under Cargoes CIF Med Basis Genova/Lavera for each associated product for November 2002.

O. **ORDERING PERIOD**: The ordering period for contracts awarded under this solicitation is Date of Award through 30 June 2005. Quantities stated in the SCHEDULE are estimate two-year quantities.

P. **AWARD BASED ON BEST OVERALL VALUE**: Offers on this solicitation will be evaluated on technical merit (specifications and performance capability) and offered price. Performance capability will be considered more important than price. Reference this solicitation's Clause M72.03-1, EVALUATION FACTORS FOR BEST OVERALL VALUE.

Q. **NOTICE**: ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACT WITH GOVERNMENT AGENCIES OR IN RECEIPT OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

R. **POINTS OF CONTACT**: For any clarification, explanation or additional information about this solicitation, please contact.

Ms. Heidi Oertley  
(703) 767-9506  
[heidi.oertley@dla.mil](mailto:heidi.oertley@dla.mil)

or

Ms. Felecia McIntosh  
(703) 767-9545  
[felecia.mcintosh@dla.mil](mailto:felecia.mcintosh@dla.mil)

For customer service and/or emergency situations, please contact DESC's Operation Center (DESC-DL):

Customer Service: 1-800 2 TOP OFF  
Emergencies: (703) 767-8420

Normal Duty Hours  
Non-Duty Hours

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SP0600-03-1250</b>		Page 1 of 47	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE <b>SEE BLOCK 31C</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-03-R-0037</b>	
6. SOLICITATION ISSUE DATE <b>31 JANUARY 2003</b>		7. FOR SOLICITATION INFORMATION CALL: ➔ a. NAME <b>HEIDI OERTLEY, Contract Specialist 703 767-9506</b> <b>FELECIA MCINTOSH, Contract Specialist 703 767-9545</b>		b. TELEPHONE NUMBER <b>PHONE: See Block 7A</b> <b>FAX (US): (703) 767-8506</b> (no collect calls)		8. OFFER DUE DATE/LOCAL TIME <b>3 MARCH 2003</b> <b>3:00 PM LOCAL TIME</b> <b>at FT. BELVOIR, VA</b>	
9. ISSUED BY CODE  <b>Defense Energy Support Center</b> <b>8725 John J. Kingman Road, Suite 4950</b> <b>Fort Belvoir, VA 22060-6222</b> <b>Buyer/Symbol: Heidi Oertley/Felecia McIntosh/DESC-PEC</b> <b>Phone: (703) 767-9506/9545</b>  <b>P.P. 1.8K</b>				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)  <b>NAICS: 422720</b>  <b>SIZE STANDARD: 500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE  <b>SEE SCHEDULE</b>				16. ADMINISTERED BY CODE  <b>SEE BLOCK 9</b>			
17a. CONTRACTOR/OFFEROR BIDDER CODE FACILITY CAGE CODE  <b>TELEPHONE NO. FAX NO:</b>				18a. PAYMENT WILL BE MADE BY CODE  <b>SEE CLAUSES G150.3-1 and F30.01</b>			
<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 <b>SEE SCHEDULE</b> (on SF 1449 Continuation Sheet)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA <b>TO BE CITED ON EACH DELIVERY ORDER (SEE CLAUSE G18)</b>						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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <b>*SCHEDULE OF SUPPLIES AND SOLICITATION PROVISIONS AND CONTRACT CLAUSES ARE ATTACHED.</b>							
<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 <b>1</b> 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 ( <i>Signature of Contracting Officer</i> )			
30b. NAME AND TITLE OF SIGNER ( <i>Type or Print</i> )		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER ( <i>Type or Print</i> )		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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY ( <i>Print</i> )	
				42b. RECEIVED AT ( <i>Location</i> )			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

INDEXCONTINUATION OF STANDARD FORM 1449

CONTINUATION OF BLOCK 19-24: THE SCHEDULE  
 B1.100 – SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC JAN 2003) PAGE 5

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSESPREAWARD

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
L2.05-5	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S)(DESC AUG 2001)	18

POSTAWARD

I1.03-8	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION)(DESC DEC 2001)	21
I1.03-9	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION)(DESC MAR 2002)	23
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)	23
I1.05	CONTRACT TERMS AND CONSITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)	24

ADDENDUM #1PREAWARD SOLICITATION PROVISIONS

K15	RELEASE OF UNIT PRICES (DESC OCT 2002)	26
L2.01-3	PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS) (DESC JUL 2001)	26
L54	SITE VISIT (DESC OCT 1992)	26
L203	HANDCARRIED OFFER AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	27
M19.10	EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)	27
M55	CONVERSION FACTORS (DESC APR 1998)	27
M72	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)	29
M72.03-1	EVALUATON FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC JAN 2001)	29

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X]	SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1

CONTRACT DOCUMENT

[X]	OFFER SUBMISSION PACKAGE (OSP)	SEPARATE COVER
[X]	PRICE DATA SHEETS/CARDS	SEPARATE COVER
[X]	CONTRACTOR PERFORMANCE DATA SHEET (CPDS)	ATTACHMENT A

POSTAWARD CONTRACT CLAUSES

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
B19.02	ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)	31
C1	SPECIFICATIONS (DESC JAN 1997)	33
C1.02	DODISS SPECIFICATIONOS (DESC OCT 2000)	33
E12	POINT OF ACCEPTANCE (DESC MAY 1969)	33
E21.01	SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)	34
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)	34
E35.02	REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JULY 2000)	34
F1.01-1	DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)	35
F4	DELIVERY AND ORDERING PERIODS ((DESC JUN 2002)	36
F30.01	ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)	36
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	36
G3.01	PAYMENT DUE DATE (DESC OCT 1998)	36
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC JUN 2000)	37
G9.09-1	PAYMENT BE ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	39
G9.11	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION (MAY 1999)	40
G18	ACCOUNTING AND APPROPRIATION (DESC FEB 1968)	41
G150.03-1	PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC DEC 2001)	41
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 2000)	44
I1.01-1	DEFINITIONS (DESC FEB 1998)	44
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)	45

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE-COMMERCIAL ITEMS (DESC FEB 1996)	46
I86.12.100	DELIVERY ORDER LIMITATIONS-SCOPE OF CONTRACT (OVERSEAS PC&S) (DESC JAN 2003)	46
I179	ALLOCATION (DESC JUL 1995)	46
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC (MAY 1978)	47
I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)	47

**B1.100 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC JAN 2003)**

- a) The minimum and maximum quantities are defined in paragraph (b)  
 b) The supplies to be furnished during the contract period and all associated data are as follows:

ITEM	SUPPLIES, DELIVERY POINTS, METHODS OF DELIVERY	ESTIMATED 2-YEAR QUANTITY
-77	GASOLINE, AUTOMOTIVE, PREMIUM UNLEADED, MTP NSN: 9130-01-466-9213 TURKISH SPECIFICATION: TUPRAS 240 OR COMMERCIAL EQUIVALENT	2,540,000 U.S. Gallons
-80	FUEL OIL, DIESEL, REGULAR GRADE, T54 NSN: 9140-27-00-9009 TURKISH SPECIFICATION: TUPRAS 410 OR COMMERCIAL EQUIVALENT, EXCEPT WHERE OTHERWISE NOTED.	4,470,000 U.S. Gallons
TOTAL:		7,010,000 U.S. Gallons

c) In accordance with Clause I86.12.100, DELIVERY-ORDER LIMITATION – SCOPE OF CONTRACT (TURKEY PC&S), the minimum quantity the Government is required to order is one percent (10%) of the total estimated solicitation quantity. This is **701,000 U. S. Gallons**. However, the minimum quantity the Government will guarantee ordering is ten (10%) of the total estimated award quantity for any resultant contract.

d) The maximum quantity the Government is required to order is the total estimated solicitation quantity. This is **7,010,000 U.S. Gallons**

**TO ALL OFFERORS:**

Offered prices for all of the line items listed above in Clause B1, SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY), should be listed in the appropriate space provided in the attached Offeror Submission Package.

All products shall be furnished by F.O.B. Destination via tank truck with pump and meter.

As stated in clause M72.03-1.100, EVALUATION FACTORS FOR BEST OVERAL VALUE, performance capability will be assessed a higher value than offered price in the final evaluation of awards. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors: Past performance, and Price.

DO NOT include any taxes in offered prices. The U.S. Government is tax exempt. Tax exemption certificates called Beyannames are processed to permit tax exempt status from the time product is pulled from the refinery

**REQUIRED INFORMATION FOR SUBMISSION WITH OFFER**

1. Offer prices for diesel items, 760-80, 761-80, 850-80, 850-801, 850-802, 860-80, 875-80, and 910-80 must be for TUPRAS 410 only.
2. Offer prices for diesel items, 760-801, 761-801, 850-803, 850-804, 850-805, 860-801, 875-801, and 910-801 may be for TUPRAS 410 or any commercial equivalent, such as ATAS diesel. DO NOT submit an offer price for any item for TUPRAS 400. TUPRAS 400 is NOT an acceptable commercial equivalent.
3. Offer prices for automotive gasoline, premium unleaded may be for either or both TUPRAS 240 or any commercial equivalent, such as ATAS Premium Unleaded Gasoline.
4. Separate offer prices may be submitted for the TUPRAS product or any commercial equivalent. However, it is IMPORTANT to state the Offer Price, the product, and line item being offered on.
5. If an offer price is submitted on any one of the diesel items 850-80, 850-801, 850-802, and 910-80, an offer price must be submitted on each of the other items. Award will be made on an "All or None" basis.
6. If an offer price is submitted on any one of the diesel items 850-803, 850-804, 850-805, and 910-801, an offer price must be submitted on each of the other items. Award will be made on an "All or None" basis.

SPECIAL NOTES

1. Best efforts will be made by all parties to maintain the highest degree of accuracy in scheduling and ordering. Any requests by the U.S. Government for cancellations or quantity changes to previously placed delivery orders must be made in writing or by wire message no later than 72 hours before the scheduled delivery date. If the U. S. Government fails to give such notice and cannot accept all ordered product at the original destination, a nearby destination shall be designated by the U.S. Government to receive the product. The U.S. Government shall then pay Contractor either (a) \$400.00 per tank truck so diverted, or (b) the difference in contract prices between the original destination and the final destination, whichever is higher.
2. **Important:** All Ordering Officers are to make every attempt in placing orders for no less than the minimum delivery figure (single TT load) for each required line item.
3. To obtain beyanames (tax exemption certificates) in advance, the U.S. Government will process three (3) month quarterly projections of “lift” quantity for tank truck deliveries with the appropriate Turkish government officials. These projections will also be forwarded to the Contractor at least fifteen (15) days in advance of the first day of the quarterly projection. The actual orders with specific delivery dates will be processed via the web-based Paperless Ordering and Receipt Transaction Screens (PORTS) system. Except for emergency situations, U.S. Air Force ordering offices will not place orders (via PORTS) requiring delivery within the last five (5) days of the month designated in the quarterly “lift” projection.
4. In the event of a conflict between the U.S. Government’s and the Contractor’s specification testing, Contractor will maintain its own truck samples, and assign testing to an acceptable independent “referee” laboratory. Contractor is responsible for the costs incurred for the testing conducted by the “referee” laboratory. In the event the U.S. Government determines the Contractor is not at fault, the Contractor will be reimbursed for properly documented costs incurred for the testing conducted by the “referee” laboratory. It is understood, however, that this provision is not interpreted to mean that either the U.S. Government or Contractor gives up its rights under the “DISPUTES” clause.
5. Quantities for deliveries to Incirlik shall be net 15 degrees Celsius (Deg C) and corrected to U.S. Gallons using 0.264172 U.S. Gallons per liter (3.7854 liters per U.S. Gallon). The activities will utilize Contractor mobile meters to determine gross liters and determine the temperature from the trucks in order to volume correct back to 15 Deg C. This quantity shall be used for comparison to origin delivery note “net 15 Deg C” quantity. For invoicing purposes, Contractor origin delivery note “net 15 Deg C” quantity shall be used unless the variation is greater than 0.5%, Contractor shall invoice using the destination meter “net 15 Deg C” quantity. Contractor may install an automatic temperature meter at destination for determination of net liters at 15 Deg C.
6. For Ankara/Istanbul/Izmir/Yumurtalik/Adana Water Plant deliveries, less than full loads constitute the majority of the deliveries. The activity will utilize Contractor truck meters to determine gross quantity at ambient temperature and the Contractor shall invoice accordingly. In instances where the availability of metered trucks is lessened due to unusually large or urgent delivery orders, Contractor reserves the right to deliver products by unmetered trucks, with all loading and discharge points effectively (numerically) sealed. The amount of fuel to be invoiced for these unmetered truck deliveries shall be the quantity shown on Contractor signed delivery tickets provided that any difference between such quantity and that which may be determined by the government at the destination does not exceed ½ of 1%.
7. For all dedicated U.S. installation roads, the U.S. Government shall make best efforts in maintaining suitable access road conditions throughout the year. During the winter season, whenever available, the U.S. facilities will make a best attempt to provide towing assistance. Accordingly, Contractor shall notify its depot managers to ensure that adequate sets of snow chains will be on board those vehicles dedicated for those deliveries.
8. Contractor in accordance with the provisions of Clause I1.03-1, paragraph (a) INSPECTION/ACCEPTANCE, certifies that only those products that have been inspected and conform with the TUPRAS specifications as set forth in this contract will be supplied. Quality Assurance Representative(s) for the government’s using activities.
9. In accordance with Clause L54 SITE VISIT, it is recommended that potential Contractors consider site visits for any location/item of interest. For example, only smaller trucks are able to travel narrow, hilly streets to access tanks for items located in Istanbul (860-77, 860-80, 860-801).

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
----------------	--------------------------

-----  
 UNITED STATES AIR FORCE  
 -----

ANKARA,  
 TU, USAF, DET 1, 39 LG HQ OFFICE OF DEFENSE COOPERATION, ANKARA  
 DELIVERY DODAAC: FP5685  
 BILLING DODAAC : FP5685  
 ORDERING OFFICE: (COMM TEL) 01-322-316-8349/8350  
 ORDERING DODAAC : FP5685

760-80	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	105,000 GL
--------	--	------------

TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO  
 1/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG 2026, BALGAT, ANKARA.  
 1/265 GALLON ABOVE GROUND TANK(S) AT BLDG 2080, AFS BALGAT.  
 2/250 GALLON ABOVE GROUND TANK(S) AT BLDGS. 2621, AFS BALGAT BCE, AND 2625, AFS BALGAT, ANKARA.  
 1/350 GALLON MOBILE TANK PORTABLE SKID-MOUNTED TANK AT BLDG 2019, BCE UTILITY POWER, BALGAT, ANKARA.  
 1/600 GALLON TANK WAGON(S) ABOVE GROUND TANK AT 2019 BCE UTILITY POWER, BALGAT, ANKARA.  
 MINIMUM DELIVERY: 2,500 GALLONS  
 ORDERS TO BE PLACED FOR MINIMUM TT LOAD OF 2,500 GALLONS.  
 MULTIPLE DROP  
 THIS FUEL IS CAPITALIZED

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
----------------	--------------------------

-----  
 UNITED STATES AIR FORCE  
 -----

ANKARA,  
 TU, USAF, DET 1, 39 LG HQ OFFICE OF DEFENSE COOPERATION, ANKARA  
 DELIVERY DODAAC: FP5685  
 BILLING DODAAC : FP5685  
 ORDERING OFFICE: (COMM TEL) 01-322-316-8349/8350  
 ORDERING DODAAC : FP5685

760-801	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	45,000 GL
---------	--	-----------

TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE  
 INTO  
 1/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG 2026,  
 AFS BALGAT, ANKARA.  
 1/600 GALLON ABOVE GROUND TANK AT BLDG  
 2019,BALGAT, ANKARA.  
 1/350 GALLON MOBILE TANK AT BLDG 2019, BALGAT, ANKARA.  
 1/265 GALLON ABOVE GROUND TANK AT BLDGS. 2080, AFS  
 BALGAT, ANKARA.  
 2/250 GALLON ABOVE GROUND TANK S AT BLDG 2621 AND  
 2625, BALGAT, ANKARA.  
 MINIMUM DELIVERY: 2,500 GALLONS  
 ORDERS TO BE PLACED FOR MINIMUM TT LOAD OF 2,500 GALLONS.  
 MULTIPLE DROP  
 THIS FUEL IS CAPITALIZED

-----  
 U.S. EMBASSY  
 -----

ANKARA,  
 TU, US EMBASSY  
 DELIVERY FEDAAC: FP5685  
 BILLING FEDAAC : FP5685  
 ORDERING OFFICE: (COMM TEL) 01-322-316-8349/8350  
 ORDERING FEDAAC : FP5685

761-77	GASOLINE, PREM UNL (MTP) **PORTS ACTIVE**	220,000 GL
--------	--	------------

TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE  
 INTO  
 1/2,000 GALLON BELOW GROUND TANK AT ATATURK  
 BULVARI #110 KAVAKLIDERE, ANKARA.  
 1/1,850 GALLON BELOW GROUND TANK AT ATATURK  
 BULVARI #110 KAVAKLIDERE, ANKARA.  
 DELIVERY HOURS: 0800-1600  
 ORDERS TO BE PLACED FOR MINIMUM TT LOAD OF 1,000 GALS.  
 THIS FUEL IS CAPITALIZED

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
----- U.S. EMBASSY -----	
ANKARA, TU, US EMBASSY DELIVERY FEDAAC: FP5685 BILLING FEDAAC : FP5685 ORDERING OFFICE: (COMM TEL) 01-322-316-8349/8350 ORDERING FEDAAC : FP5685	
761-80	DIESEL FUEL #2 (T54) 770,000 GL **PORTS ACTIVE**
	TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 1/2,000 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA 1/1,850 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA 2/9,200 GALLON TANKS AT ATATURK BULVARI #20 KAVAKLIDERE, ANKARA 1/5,300 GALLON ABOVE GROUND TANK(S) AT CADDE #175 & 176 ORAN, ANKARA. 1/3,300 GALLON ABOVE GROUND TANK(S) AT IRAN CADDESI NO. 59 CANKAYA, ANKARA 1/3,200 GALLON BELOW GROUND TANK AT KULOGLU SOKAK #23 ASAGI AYRANCI, ANKARA. 3/2,900 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PORTAKAL CICEGI SOKAK #45 CANKAYA, ANKARA; AND 1 TANK AT SEHITERSAN SOKAK #24 CANKAYA, ANKARA. 5/2,600 GALLON TANKS 3 TANKS AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PARIS CADDESI #32 KAVAKLIDERE, ANKARA; 1 TANK AT MITHAT EFENDI SOKAK #33 CANKAYA, ANKARA. 1/2,400 GALLON ABOVE GROUND TANK 1 TANK AT ICACAN SOKAK #2 GAZIOSMANPASA, ANKARA. 4/2,100 GALLON TANKS 1 TANK AT PARIS CADDESI #23 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #35 GAZIOSMANPASA, ANKARA; 1 TANK AT CAYHANE SOKAK #32 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KULOGLU SOKAK #15 ASAGI AVRANCI, ANKARA. 6/2,000 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #24 GAZIOSMANPASSA, ANKARA; 1 TANK AT KIRLANGIC SOKAK #39 GAZIOSMANPSA, ANKARA; 1 TANK AT KOZA SOKAK #26 GAZIOSMANPASA, ANKARA; 1 TANK AT MAHATAMAGANDI SOKAK #42 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KEMER SOKAK #13 GAZIOSMANPSA, ANKARA

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
----------------	--------------------------

761-80 (CONT'D)

1/1,700 GALLON ABOVE GROUND TANK(S) AT UGUR MUMCU SOKAK #48 GAZIOSMANPASA, ANKARA.  
 2/1,600 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; AND 1 TANK AT ZIYAURRAHMAN SOKAK #15 CANKAYA, ANKARA.  
 1/1,400 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA  
 1/1,300 GALLON BELOW GROUND TANK AT ISHSAN SOKAK #6 CANKAYA, ANKARA.  
 1/900 GALLON ABOVE GROUND TANK 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA.  
 1/500 GALLON ABOVE GROUND TANK(S) AT BALGAT AIR STATION, ANKARA.  
 1/500 GALLON ABOVE GROUND TANK(S) AHMET MITHAT EFENDI SOKAK NO: 39 CANKAYA, ANKARA  
 DELIVERY HOURS: 0800-1600  
 ORDERS TO BE PLACED FOR MINIMUM SINGLE TT LOAD OF 2,500 GALS.  
 MULTIPLE DROP  
 THIS FUEL IS CAPITALIZED

**B1.100 (CONT'D)**

ITEM NUMBER		ESTIMATED QUANTITY UI
----- U.S. EMBASSY -----		
761-801	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	330,000 GL
	<p>TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO  2/9,200 GALLON TANKS AT ATATURK BULVARI #20 KAVAKLIDERE, ANKARA  1/5,300 GALLON ABOVE GROUND TANK(S) AT CADDE #175 &amp; 176 ORAN, ANKARA.  1/3,300 GALLON ABOVE GROUND TANK(S) AT IRAN CADDESI NO. 59 CANKAYA, ANKARA  1/3,200 GALLON BELOW GROUND TANK AT KULOGLU SOKAK #23 ASAGI AYRANCI, ANKARA.  3/2,900 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PORTAKAL CICEGI SOKAK #45 CANKAYA, ANKARA; AND 1 TANK AT SEHITERSAN SOKAK #24 CANKAYA, ANKARA.  5/2,600 GALLON TANKS 3 TANKS AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PARIS CADDESI #32 KAVAKLIDERE, ANKARA; 1 TANK AT MITHAT EFENDI SOKAK #33 CANKAYA, ANKARA.  1/2,400 GALLON ABOVE GROUND TANK 1 TANK AT ICACAN SOKAK #2 GAZIOSMANPASA, ANKARA.  4/2,100 GALLON TANKS 1 TANK AT PARIS CADDESI #23 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #35 GAZIOSMANPASA, ANKARA; 1 TANK AT CAYHANE SOKAK #32 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KULOGU SOKAK #15 ASAGI AVRANCI, ANKARA.  6/2,000 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #24 GAZIOSMANPASSA, ANKARA; 1 TANK AT KIRLANGIC SOKAK #39 GAZIOSMANPSA, ANKARA; 1 TANK AT KOZA SOKAK #26 GAZIOSMANPASA, ANKARA; 1 TANK AT MAHATAMAGANDI SOKAK #42 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KEMER SOKAK #13 GAZIOSMANPSA, ANKARA  1/1,700 GALLON ABOVE GROUND TANK(S) AT UGUR MUMCU SOKAK #48 GAZIOSMANPASA, ANKARA.  2/1,600 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; AND 1 TANK AT ZIYAURRAHMAN SOKAK #15 CANKAYA, ANKARA.  1/1,400 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA  1/1,300 GALLON BELOW GROUND TANK AT ISHSAN SOKAK #6 CANKAYA, ANKARA.  1/900 GALLON ABOVE GROUND TANK 1 TANK AT ATATURK</p>	

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
----------------	--------------------------

761-801 (CONT'D)

BULVARI #110 KAVAKLIDERE, ANKARA.  
 1/500 GALLON ABOVE GROUND TANK(S) AT BALGAT AIR  
 STATION, ANKARA.  
 1/500 GALLON ABOVE GROUND TANK(S) AHMET MITHAT  
 EFENDI SOKAK NO: 39 CANKAYA, ANKARA  
 DELIVERY HOURS: 0800-1600  
 ORDERS TO BE PLACED FOR MINIMUM SINGLE TT LOAD OF  
 2,500 GALS.  
 MULTIPLE DROP  
 THIS FUEL IS CAPITALIZED

-----  
 UNITED STATES AIR FORCE  
 -----

INCIRLIK,  
 TU, USAF, 39 LRS/LGRF, 5 MILES EAST OF ADANA  
 DELIVERY DODAAC: FP5685  
 BILLING DODAAC : FP5685  
 ORDERING OFFICE: (COMM TEL) 90-322-316-8349/8350  
 ORDERING DODAAC : FP5685

850-771	GASOLINE, PREM UNL (MTP) **PORTS ACTIVE**	1,200,000 GL
---------	--	--------------

TANK TRUCK (TT), W/PUMP, METER AND 25 FT OF HOSE  
 INTO  
 1/573,000 GALLON TANKS AT BULK STORAGE, BUILDING 217  
 1/10,000 GALLON TANK AT MOTOR POOL, BUILDING 230  
 DELIVERY HOURS: 0730-2400 7 DAYS EXCLUDING HOLIDAY  
 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD  
 OF 5,000 GALLONS  
 MULTIPLE DROP  
 THIS FUEL IS CAPITALIZED

850-772	GASOLINE, PREM UNL (MTP) **PORTS ACTIVE**	800,000 GL
---------	--	------------

TANK TRUCK (TT), W/PUMP, METER AND 25 FT OF HOSE  
 INTO  
 1/10,000 GALLON TANK AT AAFES SERVICE STATION, BLDG 487  
 FACILITY UPGRADE PENDING TGS APPROVAL. NEW  
 FACILITY NUMBER WILL BE 7812-1420-00  
 DELIVERY HOURS: 0800-1500  
 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD  
 OF 3750 GALLONS  
 THIS FUEL IS CAPITALIZED

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
<p>-----  UNITED STATES AIR FORCE  -----</p>	
<p>INCIRLIK,  TU, USAF, 39 LRS/LGRF, 5 MILES EAST OF ADANA  DELIVERY DODAAC: FP5685  BILLING DODAAC : FP5685  ORDERING OFFICE: (COMM TEL) 90-322-316-8349/8350  ORDERING DODAAC : FP5685</p>	
850-80	<p>DIESEL FUEL #2 (T54) 1,799,000 GL  **PORTS ACTIVE**</p> <p>TANK TRUCK (TT), W/PUMP, METER AND 80 FT OF HOSE INTO  1/573,000 GALLON TANK AT BULK STORAGE, BUILDING 222  1/10,000 GALLON TANK AT MOTOR POOL, BUILDING 230  2/21,500 GALLON TANK AT BUILDING 402 AND OTHER STORAGE TANKS THAT MAY BE ADDED LATER  NOTE:SINCE THE SYSTEMS FOR THESE ITEMS ARE EQUIPPED WITH ONLY ONE (1) OFFLOADING HEADER, ONLY ONE (1) TRUCK CAN BE OFFLOADED AT A TIME.  DELIVERY HOURS: 0730-1630  ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 5,000 GALLONS FOR THE 573,000 GALLON TANK AT BUILDING 222 AND 4,171 GALLONS FOR THE TANKS AT BUILDINGS 230, 365, AND 440.  UNDER CONTINGENCY CONDITIONS,  1) DELIVERY MAY BE REQUIRED 24 HOURS PER DAY.  2) TANKS AT TENT CITY REQUIRE FILLING STATION-TYPE NOZZLE FOR DELIVERY INTO NARROW FILL IPE AND ESCORT INTO AREA.  3) TANK AT HOSPITAL (BLDG 865), LOCATED IN GARAGE BELOW STREET BELOW  THIS FUEL IS CAPITALIZED</p>
850-801	<p>DIESEL FUEL #2 (T54) 17,500 GL  **PORTS ACTIVE**</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO  1/9,000 GALLON TANK BLDG.# 1803 SEA TERMINAL AT YUMURTALIK LOCATED 27 MILES FROM INCIRLIK AB.  MINIMUM DELIVERY: 4,000 GALLONS</p>
850-802	<p>DIESEL FUEL #2 (T54) 3,500 GL  **PORTS ACTIVE**</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO  1/1,200 GALLON TANK BLDG. #1201 WATER PLANT LOCATED IN THE CITY OF ADANA ABOUT 7 MILES FROM INCIRLIK AB.  MINIMUM DELIVERY: 500 GALLONS  THIS FUEL IS CAPITALIZE</p>

B1.100

(CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- UNITED STATES AIR FORCE -----	
850-803	DIESEL FUEL #2 (T54) **PORTS ACTIVE**  TANK TRUCK (TT), W/PUMP, METER AND 80 FT OF HOSE INTO 1/573,000 GALLON TANK AT BULK STORAGE, BUILDING 222 1/10,000 GALLON TANK AT MOTOR POOL, BUILDING 230 2/21,500 GALLON TANK AT BUILDING 402 AND OTHER STORAGE TANKS THAT MAY BE ADDED LATER NOTE:SINCE THE SYSTEMS FOR THESE ITEMS ARE EQUIPPED WITH ONLY ONE (1) OFFLOADING HEADER, ONLY ONE (1) TRUCK CAN BE OFFLOADED AT A TIME. DELIVERY HOURS: 0730-1630 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 5,000 GALLONS FOR THE 573,000 GALLON TANK AT BUILDING 222 AND 4,171 GALLONS FOR THE TANKS AT BUILDINGS 230, 365, AND 440. UNDER CONTINGENCY CONDITIONS, 1) DELIVERY MAY BE REQUIRED 24 HOURS PER DAY. 2) TANK(S) AT TENT CITY REQUIRE FILLING STATION-TYPE NOZZLE FOR DELIVERY INTO NARROW FILL PIPE AND ESCORT REQUIRED. 3) TANK AT HOSPITAL (BLDG 865) LOCATED IN GARAGE BELOW.	771,000 GL
850-804	DIESEL FUEL #2 (T54) **PORTS ACTIVE**  TANK TRUCK (TT), W/PUMP AND METER INTO 1/9,000 GALLON TANK BLDG.# 1803 SEA TERMINAL AT YUMURTALIK LOCATED 27 MILES FROM INCIRLIK AB. MINIMUM DELIVERY: 4,000 GALLONS	7,500 GL
850-805	DIESEL FUEL #2 (T54) **PORTS ACTIVE**  TANK TRUCK (TT), W/PUMP AND METER INTO 1/1,200 GALLON ABOVE GROUND TANK BLDG # 1201 WATER PLANT LOCATED IN THE CITY OF ADANA ABOUT 7 MILES FROM INCIRLIK AB. MINIMUM DELIVERY: 500 GALLONS THIS FUEL IS CAPITALIZED	1,500 GL

**B1.100 (CONT'D)**

ITEM NUMBER	ESTIMATED QUANTITY UI
----------------	--------------------------

-----  
 UNITED STATES AIR FORCE  
 -----

ISTANBUL  
 TU, USAF, U.S. CONSULATE

DELIVERY DODAAC: FP5685  
 BILLING DODAAC : FP5685  
 ORDERING OFFICE: (COMM TEL) 90-322-316-8349/8350  
 ORDERING DODAAC : FP5685

860-77	GASOLINE, PREM UNL (MTP) **PORTS ACTIVE**	90,000 GL
--------	--	-----------

TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE  
 INTO  
 1/4,000 GALLON BELOW GROUND TANK AT ISTINYE,  
 ISTANBUL. (NEW US CONSULATE BLDGS).  
 1/2,500 GALLON BELOW GROUND TANK AT MESRUTTIYET  
 CADDESI NO:104 (PARKING LOT), TEPEBASI, ISTANBUL.  
 DELIVER FROM 0800 - 2400 HRS. ORDERS TO BE PLACED  
 FOR SINGLE MINIMUM TT LOAD OF 1,000 GALS.

860-80	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	63,000 GL
--------	--	-----------

TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE  
 INTO  
 2/2,500 GALLON BELOW GROUND TANK(S) BOYALI SOKAK  
 NO: 4 ARNAVUTKOY, ISTANBUL  
 2/2,500 GALLON BELOW GROUND TANK(S) KAKULE SOKAK  
 NO: 6 YENIKOY, ISTANBUL  
 1/5,000 GALLON BELOW GROUND TANK CEMIL MUHAYYOS  
 KORUSU, CEVDET KERIM INCEDAYI, ISTINYE, ISTANBUL  
 1/2,500 GALLON ABOVE GROUND TANK PAMUK SOKAK SUMER  
 KORUSU NO: 1 TRABYA, ISTANBUL  
 2/2,000 GALLON BELOW GROUND TANK(S) MESRUTTIYET  
 CADDESI NO: 04 (ANNEX IPC), TEPEBASI, ISTANBUL.  
 1/1,500 GALLON BELOW GROUND TANK MESRUTTIYET  
 CADDESI 04 (PARKING LOT), TEPEBASI, ISTANBUL.  
 1/10,000 GALLON BELOW GROUND TANK AT ISTINYE,  
 ISTANBUL. (NEW US CONSULATE BLDGS).  
 MULTIPLE DROP DELIVERY, FROM 0800 - 2400 HRS.  
 ORDERS TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF  
 2,500 GALS.

**B1.100 (CONT'D)**

ITEM NUMBER		ESTIMATED QUANTITY UI
----- UNITED STATES AIR FORCE -----		
860-801	DIESEL FUEL #2 (T54) **PORTS ACTIVE**  TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/2,500 GALLON BELOW GROUND TANK(S) BOYALI SOKAK NO: 4 ARNAVUTKOY, ISTANBUL 2/2,500 GALLON BELOW GROUND TANK(S) KAKULE SOKAK NO: 6 YENIKOY, ISTANBUL 1/5,000 GALLON BELOW GROUND TANK CEMIL MUHAYYOS KORUSU, CEVDET KERIM INCEDAYI, ISTINYE, ISTANBUL 1/2,500 GALLON ABOVE GROUND TANK PAMUK SOKAK SUMER KORUSU NO: 1 TRABYA, ISTANBUL 2/2,000 GALLON BELOW GROUND TANK(S) MESRUTTIYET CADDESI NO: 04 (ANNEX IPC), TEPEBASI, ISTANBUL. 1/1,500 GALLON BELOW GROUND TANK MESRUTTIYET CADDESI 04 (PARKING LOT), TEPEBASI, ISTANBUL. 1/10,000 GALLON BELOW GROUND TANK AT ISTINYE, ISTANBUL. (NEW U.S. CONSULATE BLDGS). MULTIPLE DROP DELIVERY, FROM 0800 - 2400 HRS. ORDERS TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 2,500 GALS.	27,000 GL
----- UNITED STATES AIR FORCE -----		
IZMIR AREA TU, USAF, 425 AIR BASE SQUADRON (425 ABS)		
DELIVERY DODAAC: FP5531 BILLING DODAAC : FP5531 ORDERING OFFICE: (COMM TEL) 90-322-316-8349/8350 ORDERING DODAAC : FP5685		
875-77	GASOLINE, PREM UNL (MTP) **PORTS ACTIVE**  TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE WITH A 1 1/2 INCH DELIVERY NOZZLE INTO 1/5,000 GALLON ABOVE GROUND TANK(S) AT OZAN ABAY CADDESI NO 14 BAYRAKLI, IZMIR. 1/2,000 GALLON ABOVE GROUND TANK OZAN ABAY CADDESI NO: 12 BAYRAKLI, IZMIR. 1/1,000 GALLON ABOVE GROUND TANK AT OZAN ABAY CADDESI NO: 12 BAYRAKLI, IZMIR. DELIVERY HOURS: 0730-1630 ORDERS ARE TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 1,500 GALLONS.	230,000 GL

**B1.100 (CONT'D)**

ITEM NUMBER	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	ESTIMATED QUANTITY UI
875-80	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	161,000 GL
<p>TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE WITH A 1 1/2 INCH NECK NOZZLE REQUIRED FOR ALL TANKS AT SITES LISTED BELOW INTO</p> <p>1/5,000 GALLON ABOVE GROUND TANK AT OZAN ABAY CADDESI NO:14 BAYRAKLI, IZMIR.</p> <p>1/4,750 GALLON ABOVE GROUND TANK AT (FAC# 48 AKIN BLDG(HDQ0 1379 SOKAK #53 CANKAYA, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK (FAC #2 COMMISSARY) AT SAIR ESREF BULVARI NO:14 ALSANCAK, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK (FAC #201 GYMNASIUM) AT OZAN ABAY CADDESI NO: 14 BAYRAKLI, IZMIR.</p> <p>1/800 GALLON ABOVE GROUND TANK (FAC #81 MFH) AT CUMHURIYET BULVARI NO: 172/7 ALSANCAK, IZMIR.</p> <p>1/800 GALLON ABOVE GROUND TANK (FAC #101 SNACK BAR) AT OZAN ABAY CADDESI NO:12 BAYRAKLI, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK AT OZAN ABAY CADDESI NO:12 BAYRAKLI, IZMIR.</p> <p>DELIVERY HOURS: 0730-1630</p> <p>MULTIPLE DROP</p> <p>ORDERS ARE TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 1,000 GALS.</p>		
875-801	DIESEL FUEL #2 (T54) **PORTS ACTIVE**	69,000 GL
<p>TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE WITH A 1 1/2 INCH NECK NOZZLE REQUIRED FOR ALL TANKS AT SITES LISTED BELOW INTO</p> <p>1/5,000 GALLON ABOVE GROUND TANK AT OZAN ABAY CADDESI NO:14 BAYRAKLI, IZMIR.</p> <p>1/4,750 GALLON ABOVE GROUND TANK (FAC # 48 AKIN BLDG (HDQ0 1379 SOKAK NO: 53 CANKAYA, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK (FAC # 2 COMMISSARY) AT SAIR ESREF BULVARI NO: 14 ALSANCAK, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK (FAC #201 GYMNASIUM) AT OZAN ABAY CADDESI NO: 14 BAYRAKLI, IZMIR.</p> <p>1/800 GALLON ABOVE GROUND TANK (FAC #81 MFH) AT CUMHURIYET BULVARI NO: 172/7 ALSANCAK, IZMIR.</p> <p>1/800 GALLON ABOVE GROUND TANK (FAC# 101 SNACK BAR) AT OZAN ABAY CADDESI NO: 12 BAYRAKLI, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK AT OZAN ABAY CADDESI NO: 12 BAYRAKLI, IZMIR.</p> <p>DELIVERY HOURS: 0730-1630</p> <p>MULTIPLE DROP</p> <p>ORDERS ARE TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 1,000 GALS.</p>		

**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 **TURKEY PC&S, 1.8K** 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 MARCH 2003**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

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

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

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

(i) The solicitation number;

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

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

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

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

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

(3) **IFBs ONLY.**

(i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.

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

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

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

(4) **RFPs ONLY.**

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

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

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

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **130** 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.

## L2.05-5 (CONT'D)

(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.

## L2.05-5 (CONT'D)

(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](mailto: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 in the terms and conditions of this contract may be made only by written agreement of the parties.

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

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

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

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

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

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

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

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

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

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

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

## 11.03-8 (CONT'D)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(DESC 52.212-9F52)

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)**

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

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

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

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

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

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

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

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

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

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

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

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

**11.04 (CONT'D)**

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

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.212-5)

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

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

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

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

252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (MAR 1998); ( Alternate I (SEP 1999)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

**11.05 (CONT'D)**

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

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

(DFARS 252.212-7001)

**ADDENDUM 1**  
**PREAWARD SOLICITATION PROVISIONS**

**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 **A**). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last **3** years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

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

(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)

**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)

**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)

**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.**

<u>PRODUCT</u>	<u>DENSITY TYPICAL</u>						
	<u>@15°C @60°F</u>		<u>BARRELS PER METRIC TON</u>	<u>GALLONS PER METRIC TON</u>	<u>LITERS PER METRIC TON</u>	<u>BARRELS PER LONG TON</u>	<u>GALLONS PER LONG TON</u>
	<u>Kg/m<sup>3</sup></u>	<u>API</u>					
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

## M55 (CONT'D)

BURNER FUEL OILS

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

DIESEL FUELS

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

INTERMEDIATE FUEL OILS

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

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE							
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

## (3) TABLE III.

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

(DESC 52.215-9FA1)

**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.

M72.03-1 (CONT'D)

(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)

**LIST OF ATTACHMENTS**

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

- |     |   |             |
|-----|---|-------------|
| [X] | DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS              | COVER SHEET |
| [X] | SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS | PAGE 1      |

**CONTRACT DOCUMENT**

- |     |  |                |
|-----|--|----------------|
| [X] | OFFER SUBMISSION PACKAGE (OSP)           | SEPARATE COVER |
| [X] | PRICE DATA SHEETS/CARDS                  | SEPARATE COVER |
| [X] | CONTRACTOR PERFORMANCE DATA SHEET (CPDS) | ATTACHMENT A   |

POSTAWARD CONTRACT CLAUSES

**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)**

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

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

and

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

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

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101,

Definitions.

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

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

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

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

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(Buyer - Check appropriate box and complete applicable blanks.)

[X] The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

[ ] The number of cents, or fraction thereof, determined by the ratio of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

[ ] The number of cents, or fraction thereof, at the rate of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

[ ] (i) The low price published in \_\_\_\_\_.  
(name of publication)

[X] (ii) The average of the prices published in PLATT'S OILGRAM REPORT.  
(name of publication)

[ ] (iii) The established price posted by \_\_\_\_\_.  
(name of company)

and published in \_\_\_\_\_.  
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

## B19.02 (CONT'D)

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **Contracting Officer, Defense Energy Support Center, ATTN: DESC-PEC, 8725 John J. Kingman Rd., Suite 4950, Ft. Belvoir, VA 22060-6222** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

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

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

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

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

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

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

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; *or*

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

**B19.02 (CONT'D)**

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

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

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

(k) TABLE.

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <b>01 DEC 2002</b> (date) (exclude all taxes)	Maximum price payable under this contract (includes any tax included in the award price)
Mogas (-77)	Platt's	CIF Med Basis Genova/Laveva	Ankara, Izmir, Incirlik, Istanbul	Truck	\$0.6634/USG	See Part B, paragraph H
Diesel (-80)	Platt's	CIF Med Basis Genova/Laveva	Ankara, Izmir, Incirlik, Istanbul	Truck	\$0.7101/USG	See Part B, paragraph H

(DESC 52.216-9FAA)

**C1 SPECIFICATIONS (DESC JAN 1997)**

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

(DESC 52.246-9FT5)

**C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)**

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

(DESC 52.246-9FT1)

**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)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is Defense Energy Support Center Quality Assurance Representative (DESC QAR) at Incirlik, Turkey.

(DESC 52.246-9F35)

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

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

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

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

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

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

**E35.02 (CONT'D)**

(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)

**F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)**

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

- (1) Ordering period begins: Date of Award and ends: 30 June 2005.
- (2) Delivery period begins: 1 July 2003 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)

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

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

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
ALL ITEMS	FUELS MANAGER 39 WG LSF UNIT 7085, BOX 105 APO AE 09824-5105	DEFENSE FINANCE AND ACCOUNTING SERVICES- COLUMBUS CENTER DFAS-BVDFF/CC P.O. BOX 182317 COLUMBUS, OH 43218-6252

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

DEFENSE ENERGY SUPPORT CENTER  
ATTN: DESC-PEC  
8725 JOHN J. KINGMAN ROAD  
FT. BELVOIR, VA 22060-6222

(DESC 52.216-9FB1)

**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)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

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

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

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

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

**(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

G9.07 (CONT'D)

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

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

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

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

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

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

(h) **NOTICE TO FOREIGN SUPPLIERS.**

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

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

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

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

(DESC 52.232-9FJ1)

**G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)**

**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

**(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

**(c) MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

**(d) SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

**(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

**(f) EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

**(g) EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

## G9.09-1 (CONT'D)

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

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

(FAR 52.232-34)

**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: ATTN: DESC-PEC

8725 JOHN J. KINGMAN ROAD, SUITE 4950

FT. BELVOIR, VA 22060-6222

Telephone Number(s) (703) 767-9506; (703) 767-9545

Person(s) to Contact: MS. HEIDI OERTLEY; MS. FELECIA MCINTOSH

Electronic Address: [heidi.oertley@dla.mil](mailto:heidi.oertley@dla.mil); [felecia.mcintosh@dla.mil](mailto:felecia.mcintosh@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.

## G150.03-1 (CONT'D)

(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

## G150.03-1 (CONT'D)

(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)

**11.01-1 DEFINITIONS (DESC FEB 1998)**

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

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

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

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

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

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

(DESC 52.202-9F10)

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

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

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

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

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

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

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

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
L2.10-1	FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997)
Under paragraph (c) "The telephone number of receiving facsimile equipment is <b>(703) 767-8506.</b> "		
L2.21	FAR 52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (SEP 1999) – DLAD
E5	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I27	FAR 52.242-13	GRATUITIES (APR 1984)
I28.21	FAR 52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I81	FAR 52.216-22	INDEFINITE QUANTITY (OCT 1995)
Under paragraph (c) "Contractor shall not be required to make any deliveries under this contract after <b><u>30 July 2005.</u></b> "		
I211	FAR 52.216-18	ORDERING (OCT 1995)
Under paragraph (a) "Such orders may be issued from <b><u>Date of Award through 30 JUNE 2005.</u></b> "		
I229	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) (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 reprocurement 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 reprocurement 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)

**I86.12.100 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (OVERSEAS PC&S) (DESC JAN 2003)**

- (a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than **10** percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.
- (b) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

(c) Notwithstanding the provisions of the INDEFINITE QUANTITY clause--

- (1) **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.
- (2) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor --
  - (i) Any order for a single item for a single delivery point in excess of **ten (10) percent** of the total estimated 2-year requirement;
  - (ii) Any order for a combination of items for a signal delivery point in excess of **ten (10) percent** of the total estimate 2-year requirement; or
  - (iii) 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 (i) or (ii) above.

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

(e) 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 orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FH5)

**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

## 1179 (CONT'D)

(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)

## 1186 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)

## 1209.09 EXTENSION PROVISIONS (PC&amp;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)