

**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.

1. SOLICITATION NUMBER SP0600-04-R-0092	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE May 18, 2004 3:00 pm local time, Ft. Belvoir Virginia
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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."

4. ISSUING OFFICE (Complete mailing address, including ZIP Code) DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VIRGINIA 22060-6222	5. ITEMS TO BE PURCHASED (Brief description) DISTILLATES AND RESIDUALS FOR ARMY, AIR FORCE, DOD, AND FEDERAL CIVILIAN AGENCIES IN THE STATES OF COLORADO, OKLAHOMA, TEXAS, WYOMING, AND NORTH/SOUTH DAKOTA. THE ORDERING PERIOD IS 1 JULY 2004 TO 31 MAY 2009 UNDER THE COG 6 PURCHASE PROGRAM.
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6. PROCUREMENT INFORMATION (X and complete as applicable.)

<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 checked="" type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION:

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) Leonard J. Lamm	b. ADDRESS (Include ZIP Code) See BLK 4
c. TELEPHONE NUMBER (Include Area Code and Extension) 703-767-9532	Leonard.lamm@dla.mil

9. REASONS FOR NO RESPONSE (X all that apply)

<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"/> b. UNABLE TO IDENTIFY THE ITEMS(S)	<input type="checkbox"/> e. OTHER
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)
WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS
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c. ACTION OFFICER

(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

A. **CONTRACT TYPE:** This is a multiyear (five-year) solicitation for gasoline, gasohol and distillates fuels. Contracts awarded as a result of this solicitation will be **REQUIREMENTS TYPE, FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contracts. Please refer to Clauses I84, REQUIREMENTS, and I86.03, DELIVERY ORDER LIMITATIONS, I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE.

B. **ECONOMIC PRICE ADJUSTMENT AND BASE REFERENCE PRICE:** Please refer to Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S). Offerors should use the preferred publication from B19.19 as the escalation reference for their offer prices. The BASE REFERENCE DATE for this solicitation is **DECEMBER 15, 2003**. Contract prices will change weekly based upon the average weekly posted price for the product/location solicited, as prescribed in either AXXIS or OPIS published prices. Please note that price changes are not based on product costs. After award DESC will post updated weekly contract prices under the subheading "Doing Business with DESC, Product Pricing and Adjustments", as found on the DESC homepage at link www.desc.dla.mil.

C. See Clause B1.01 and B1.01-2 for a revised schedule.

D. The following clauses are hereby deleted:

- B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)
- B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)
- C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)
- C16.69-6 SPECIFICATIONS (CONT'D) (COG 6) (DESC NOV 2003)
- F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)
- I1.03-3 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S) (DESC SEP 2002)
- I1.03-8 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PORTS INTERNET APPLICATION) (DESC SEP 2002)
- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (ALTS I/II)(JUNE 2003)
- L2.05-5 INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (PC&S) (DESC AUGUST 2001)

E. The following clauses are hereby added and the full text is provided:

- B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)
- B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)
- C16.69 FUEL, SPECIFICATIONS (PC&S) (DESC FEB 2004)
- C16.69-6 SPECIFICATIONS (CONT'D) (COG 6) (DESC MAR 2004)
- F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)
- I1.03-3 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S) (NONPORTS INTERNET APPLICATION) (DESC OCT 2003)
- I1.03-8 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PORTS INTERNET APPLICATION) (DESC OCT 2003)
- I171.09-1 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (ALTERNATE A) (JUN 2003/JUN 1998)
- I171.10 SECTION 8(a) (DIRECT AWARD (MAR 2002)
- I174.04 MANUFACTURING AND FILLING POINTS (8)(a)(DESC APR 1996)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS
(JAN 2004/APR 2002/OCT 2000)

L2.05-5 INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (PC&S) (DESC JAN 2004)

F. Full text of FAR/DFARS clauses incorporated by reference will be available upon request, but may be downloaded/viewed at the following web link: <http://farsite.hill.af.mil/VFFARa.htm>. Please ensure the Solicitation Number, as well as, the date and time of closing is annotated on the Envelope or outer container used to route offers under this solicitation. **PROPOSALS ARE DUE: 3:00 PM LOCAL TIME, FORT BELVOIR VIRGINIA ON MAY 18, 2004.** Pursuant to clause L2.1-3, **FACSIMILE PROPOSALS-COMMERCIAL ITEMS (DESC NOV 1999), facsimile proposals are acceptable and must confirm to the same restrictions identified above for offers submitted via mail service. Be informed that the time/date stamp for receipt of timely offers will be based on the time/date identified on the DESC facsimile and not the time/date identified on the offerors facsimile. Offerors are encouraged to contact the POC identified in this solicitation to insure that their offer is received timely. Offers not received by the close date/time identified in this solicitation could potentially be considered non-responsive and removed from any further evaluation, if considered to be untimely, pursuant to the above.**

NOTE: **ALL OFFERORS** must be F.O.B. **destination ONLY** (Inclusive of transportation to destination). A statement must accompany **ALL OFFERS**, certifying that a firm trucking commitment has been secured by the offeror, should contract award be made to the respective offeror.

G. **OXYGENATED/NON-OXYGENATED GASOLINE ITEMS:** Prices for oxygenated/non-oxygenated items will be adjusted during the oxygenated and non-oxygenated periods to allow for the difference in reference prices between the two periods. See Clause C16.69-6 for specific oxygenated periods.

H. **GASOHOL/GASOLINE ITEMS:** If bidding on alternate GASOHOL/GASOLINE items, please be aware that bids may be submitted on gasohol or gasoline, or both. However, award will be made either to gasohol or gasoline based on the lowest overall cost to the Government. Gasohol cannot be substituted for gasoline or vice versa. The product awarded "gasohol" or "gasoline" will be delivered for the entire contract performance period. The term "gasohol" does not mean, "oxygenated gasoline".

I. **ORDERING PERIOD:** The ordering period for contracts awarded under this solicitation is 01 June 2004 through 31 May 2009. Quantities stated in the SCHEDULE are estimated five-year requirements.

J. **PERIOD FOR ACCEPTANCE OF OFFERS:** Pursuant to Clause L2.05-5, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S), offerors agrees to hold the prices in their offers firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

K. **TAX AND FEE INFORMATION:** Applicability of various Federal, State, and Local taxes is governed by the following clauses:

- 128.01 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
- 128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
- 128.03-2 TAX EXEMPTION CERTIFICATES

Note: Offerors are responsible for ensuring that all applicable taxes and fees are included in or excluded from their offer prices, as appropriate. To view the **Current State Fuel Tax Compilation** on DESC's home page, please click on "Doing Business with DESC" at <http://www.desc.dla.mil>. The taxes addressed in this listing are a guide and the accuracy is not guaranteed. The offeror is responsible for confirming the applicability of tax and tax rates with the state or local tax authority in question.

(1) **DO NOT INCLUDE** any Federal Excise Taxes (FET) in your offer prices. Include the FET as a separate line item on the Contractor's invoice. For ethanol, tax is imposed on delivery into the fuel supply tank of the vehicles, unless DESC furnishes a written statement to the Contractor stating entire quantity for fuel is for a nontaxable use.

(2) **INCLUDE** State and Local environmental, oil spill taxes, and inspection fees in your offer prices, unless an exemption applies.

(3) **INCLUDE** your estimate of the price per gallon increase for the Texas Loading Fee. For offers made on items in the State of Texas, vendors will have to calculate a price per gallon increase to include the fee. This estimation shall be based on the average delivery to these locations. Offerors are encouraged to obtain this information directly from the activity via site visit, as prescribed under clause L54, SITE VISIT, in order to obtain the average delivery for each location.

L. **SITE VISITS:** As previously stated, all offerors eligible to offer under this solicitation are encouraged to conduct site visits before submitting an offer. Clause L54, SITE VISIT, provides the guidelines for conducting such visits. It is the responsibility of each offeror to conduct such visits and avail themselves of the particulars related to delivery to each location. DESC encourages all potential offerors to call or visit the sites in which they intend to submit an offer.

M. CENTRAL CONTRACTOR REGISTRATION (CCR) is required prior to contract award. Clause I1.07, REQUIRED CENTRAL REGISTRATION, requires contractors to register in the Department of Defense (DOD) Central Contractor Registration (CCR) database. The CCR is a central repository of trading partner information about firms qualified to conduct business with the Federal Government. Contractors register on a one-time basis and confirm on an annual basis that their CCR registration is complete and accurate. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via Internet at www.ccr.gov.

N. COMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE code in Block 17a of the SF 1449, in the space marked "Facility Code: If you have not been assigned a CAGE code, insert the word "None" in the block.

O. DUNS NUMBER: Include your company Data Universal Numbering System Number on the price Data Sheet of your Offeror Submission Package.

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

Q. ACKNOWLEDGMENT OF AMENDMENTS: Offerors are reminded that each amendment to this solicitation must be acknowledged, should there be any issuance of an amendment (s) to the solicitation

R. SMALL BUSINESS: Please direct any questions regarding Small Business, Small Disadvantaged Business, HUBZone Small Business, etc, to Kathy Williams, Associate Director of Small Business, of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465. Note that All Offerors are required to submit The Socioeconomic Commitment Evaluation Sheet provided as an attachment to the OSP.

POINTS OF CONTACT:

Small Business Information
Kathy Williams, Small Business Specialist
(800) 523-2601 or (703) 767-9465

Emergency Situations After Duty Hours
Command Control Center (CCC)
(703) 767-8420 or (800) 2 TOPOFF

Information Regarding Solicitation SP0600-04-R-0092: Leonard Lamm (703) 767-9532
Lisa O'Brien (703) 767-9534

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-04-1225/1226		PAGE 1 OF 28	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0092	
7. FOR SOLICITATION INFORMATION CALL: ➔		a. NAME Leonard Lamm 703-767-9632 Email: leonard.lamm@dla.mil				b. TELEPHONE NUMBER (no collect calls) (703) 767-9532 FAX: (703) 767-8506	
9. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: D. Lyles/DESC-PLB Phone: (703) 767-9539 PP 3.26 (COG6)		CODE SP0600		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input checked="" type="checkbox"/> 8(A) NAIS: 422720/324110 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
TELEPHONE NO.		FAX NO.		18a. PAYMENT WILL BE MADE BY		CODE	
<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		13b. RATING	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		(See Attached)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS 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		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
				42a. RECEIVED BY (<i>Print</i>)			
				42b. RECEIVED AT (<i>Location</i>)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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SCHEDULE

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

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

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

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

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 6) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

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

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

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

(DESC 52.207-9F45)

SPECIAL NOTES:

1. The terms and conditions of solicitation SP0600-04-R-0042, as amended, are incorporated by reference except as indicated herein. *ALL OFFERORS SHALL INCLUDE THE FOLLOWING STATEMENT WHEN SUBMITTING THEIR OFFER: "THE OFFEROR AGREES TO THE TERMS AND CONDITIONS OF BASIC SOLICITATION SP0600-04-R-0042 AND ALL SUBSEQUENT AMENDMENTS THERETO.*

2. A copy of Solicitation SP0600-04-R-0042 can be downloaded from DESC's webpage at <http://www.desc.dla.mil/PublicPages/p/grfuels/reg6.cfm> or you can contact the Contract Specialist, Leonard Lamm , at (703) 767-9532, fax 703-767-8506, or e-mail Leonard.Lamm@dlam.mil.

3. The following line items are reserved for 8(a) Contracting. Assigned reservations and quantities are as follows:

<u>Muddy Creek</u>		
Item	Location	Quantity (USG)
840-46	Fargo, ND	570,180
866-70	Grand Forks AFB, ND	960,886
875-28	Minot AFB, ND	643-750
970-28	F.E. Warren AFB, WY	688,755
G10-46	Belcourt, ND	500,000
G11-46	Belcourt, ND	750,000
G11-68	Belcourt, ND	344,167
G21-46	Fort Yates, ND	450,000
J36-46	Eagle Butte, SD	150,000
J50-461	Fort Thompson, SD	225,000
K20-46	Pierre, SD	100,000
K50-46	Rosebud, SD	167,000
K61-46	Sioux Falls, SD	417,000
K70-46	Sisseton, SD	122,727
K90-46	Wagner, SD	105,000

<u>Triune</u>		
Item	Location	Quantity
035-28	Fort Carson, CO	159,218
035-67	Fort Carson, CO	268,070
265-28	Fort Sill, OK	845-589
760-94	Colorado Springs, CO	176,417
768-67	Greeley, CO	124,445
768-68	Greeley, CO	254,155
946-28	Lackland AFB, TX	618,082
947-28	Lackland AFB, TX	442,335
953-28	Randolph AFB, TX	551,897
960-28	Sheppard AFB, TX	572,498

ITEM

QUANTITY

HEALTH AND HUMAN SERVICES

BELCOURT,
ND, HHS, PUBLIC HEALTH SERVICE, INDIAN HOSPITAL,
ROLETTE COUNTY
DELIVERY FEDAAC: 7566J0
ORDERING OFFICE: 701-477-6111

G10-46 FUEL OIL, BURNER #2 (FS2) 500,000 GL
MAX. SULFUR CONTENT 0.05%
TANK TRUCK (TT), W/PUMP INTO
2/20,000 GALLON ABOVE GROUND TANK(S)

DEPARTMENT OF INTERIOR

BELCOURT,
ND, DI, BIA, TURTLE MOUNTAIN AGENCY, 7 MILES WEST OF ROLLA
ON STATE HIGHWAY 5,
ROLETTE COUNTY
DELIVERY FEDAAC: 1466JJ
ORDERING OFFICE: 605-226-7613

G11-46 FUEL OIL, BURNER #2 (FS2) 750,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), W/PUMP INTO
2/15,000 GALLON ABOVE GROUND TANK(S)
1/12,000 GALLON ABOVE GROUND TANK(S)
2/10,000 GALLON ABOVE GROUND TANK(S)
MULTIPLE DROP

ITEM

QUANTITY

DEPARTMENT OF INTERIOR

BELCOURT,
ND, DI, BIA, TURTLE MOUNTAIN AGENCY, 7 MILES
WEST OF ROLLA ON STATE HIGHWAY 5,
ROLETTE COUNTY
DELIVERY FEDAAC: 1466JJ
ORDERING OFFICE: 605-226-7613

G11-68 DIESEL FUEL #2, LOW SULF (LS2) 344,167 GL
TANK TRUCK (TT), INTO
1/8,000 GALLON BELOW GROUND TANK
1/500 GALLON BELOW GROUND TANK
ANTICIPATE 100% ON HIGHWAY USE
MULTIPLE DROP

DEPARTMENT OF INTERIOR

FORT YATES,
ND, DI, BIA,
SIOUX COUNTY
DELIVERY FEDAAC: 1466JQ
LOCATION A: NEW ROADS GARAGE
LOCATION B: STANDING ROCK HIGH SCHOOL, 2 1/2 MILE
WEST OF FORT YATES
LOCATION C: HEATING PLANT
LOCATION D: FT. YATES LAW ENFORCEMENT CTR.,
BUILDING #51 LOCATION E: HEATING PLANT/LAND OP8
ORDERING OFFICE: 605-226-7613

G21-46 FUEL OIL, BURNER #2 (FS2) 450,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), INTO
1/15,000 GALLON TANK AT STANDING ROCK
HIGH SCHOOL, 2 1/2 MILES WEST OF FORT YATES
1/10,000 GALLON TANK AT LOCATION B
MULTIPLE DROP

HEALTH AND HUMAN SERVICES

EAGLE BUTTE,
SD, HHS, PUBLIC HEALTH SERVICE, INDIAN HOSPITAL,
DEWEY COUNTY
DELIVERY FEDAAC: 7567J2
ORDERING OFFICE: 605-964-3636 EXT 220

J30-46 FUEL OIL, BURNER #2 (FS2) 150,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), INTO
1/14,200 GALLON TANK
1/10,000 GALLON TANK
MULTIPLE DROP

ITEM

QUANTITY

DEPARTMENT OF INTERIOR

FORT THOMPSON,
SD, DI, BIA, CROW CREEK AGENCY, FACILITY &
COMMUNITY DAY SCHOOL, 21
MILES NORTHWEST OF CHAMBERLAIN ON HIGHWAYS
34 & 47, BUFFALO COUNTY
DELIVERY FEDAAC: 1467JS
ORDERING OFFICE: 605-245-2311 EXT 219

J50-461 FUEL OIL, BURNER #2 (FS2) 225,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), INTO
1/10,000 GALLON TANK

GENERAL SERVICES ADMINISTRATION

PIERRE,
SD, GSA, PUBLIC BUILDING SERVICE, FEDERAL
BUILDING, POST OFFICE & COURTHOUSE,
HUGHES COUNTY
DELIVERY FEDAAC: 478840
ORDERING OFFICE: 605-226-7301

K20-46 FUEL OIL, BURNER #2 (FS2) 100,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

DEPARTMENT OF INTERIOR

ROSEBUD,
SD, DI, BIA, ROSEBUD AGENCY, BIA 1,
TODD COUNTY
DELIVERY FEDAAC: 1467KC
ORDERING OFFICE: 605-226-7613

K50-46 FUEL OIL, BURNER #2 (FS2) 167,000 GL
TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

ITEM

QUANTITY

VETERANS AFFAIRS

SIOUX FALLS,
SD, VA, MEDICAL CENTER, 2501 WEST 22ND STREET
MINNEHAHA COUNTY
DELIVERY FEDAAC: 366705
ORDERING OFFICE: 605-333-6821
VA FSC

K61-46 FUEL OIL, BURNER #2 (FS2) 417,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), INTO
1/30,000 GALLON BELOW GROUND TANK
DELIVERY HOURS: 8:00A-4:30P MONDAY THRU FRIDAY
FUEL SUPPLIER CERTIFICATION FOR EACH LOAD OF
DISTILLATE OIL MUST BE PROVIDED TO SHOW:
1. NAME OF OIL SUPPLIER
2. STATEMENT THAT DELIVERED OIL COMPLIES WITH
SPECIFICATION UNDER DEFINITION OF DISTILLATE OIL
3. STATEMENT THAT SULFUR CONTENT OF DELIVERED
OIL DOES NOT EXCEED 0.5 WEIGHT PERCENT SULFUR
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

GENERAL SERVICES ADMINISTRATION

SISSETON,
SD, GSA, PBS, FB, POST OFFICE, 208 EAST OAK
STREET, ROBERTS COUNTY
DELIVERY FEDAAC: 478863
ORDERING OFFICE: 605-226-7301

K70-46 FUEL OIL, BURNER #2 (FS2) 56,000 GL
MAX. SULFUR CONTENT 0.50 %
TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

HEALTH AND HUMAN SERVICES

WAGNER,
SD, HHS, PUBLIC HEALTH SERVICE, INDIAN HOSPITAL,
CHARLES MIX COUNTY
DELIVERY FEDAAC: 7567J8
ORDERING OFFICE: 605-384-3621 EXT 239

K90-46 FUEL OIL, BURNER #2 (FS2) 105,000 GL
MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/30 FOOT OF HOSE INTO
2/8,000 GALLON TANKS

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

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

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

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

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 6) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

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

ITEM

QUANTITY

 UNITED STATES ARMY

FT CARSON,
 CO, ARMY, 5 MILES SOUTH OF COLORADO SPRINGS,
 EL PASO COUNTY
 DELIVERY DODAAC: W51HU8
 BILLING DODAAC : W51HU8
 ORDERING OFFICE : 719-526-9072
 ALT ORDERING OFFICE: 719-526-9064
 ORDERING DODAAC : W51HU8

035-24	GASOHOL, REG UNL (GUR) TANK TRK/TRL (TTR), INTO 13/20,000 GALLON BELOW GROUND TANK 1/12,000 GALLON BELOW GROUND TANK 2/10,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 MONDAY THRU FRIDAY	159,218 GL
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035-28	GASOLINE, REG UNL (MUR) TANK TRK/TRL (TTR), INTO 13/20,000 GALLON BELOW GROUND TANK 1/12,000 GALLON BELOW GROUND TANK 2/10,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 MONDAY THRU FRIDAY NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 035-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL
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ITEM

QUANTITY

Con't

035-67	DIESEL FUEL #1, LOW SULF (LS1) **PORTS ACTIVE** TANK TRK/TRL (TTR), INTO 1/20,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 DELIVERY PERIOD: OCTOBER - APRIL THIS FUEL IS CAPITALIZED	268,070	GL

UNITED STATES ARMY			

	FT SILL, OK, ARMY, BUILDING B1655 RM 214, COMANCHE COUNTY DELIVERY DODAAC: W44WLB BILLING DODAAC : W44WLB ORDERING OFFICE : 580-442-5005 ALT ORDERING OFFICE: 580-442-3701		
265-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE** TANK TRK/TRL (TTR), TT WITH PUMPS INTO 1/30,000 GALLON ABOVE GROUND TANK(S) AT BLDG. 2245 ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1200 MONDAY TO FRIDAY THIS FUEL IS CAPITALIZED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 265-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	845,589	GL
265-28	GASOLINE, REG UNL (MUR) **PORTS ACTIVE** TANK TRK/TRL (TTR), TT WITH PUMPS INTO 1/30,000 GALLON ABOVE GROUND TANK(S) AT BLDG. 2245 ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1200 MONDAY TO FRIDAY THIS FUEL IS CAPITALIZED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 265-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL

ITEM

QUANTITY

UNITED STATES AIR FORCE

COLORADO SPRINGS,
CO, USAF, SPC, CHEYENNE MOUNTAIN AIR STATION
EXIT, 721ST SPACE GROUP, HIGHWAY 115
EL PASO COUNTY
DELIVERY DODAAC: FP2500
ORDERING OFFICE: 719-556-4473
ORDERING DODAAC : FP2500

760-94 DIESEL FUEL, LS#2 (DYED) (LSS) 176,417 GL
PORTS ACTIVE
TANK TRUCK (TT), W/PUMP AND 20 FOOT OF HOSE INTO
1/510,000 GALLON TANK AT THE NORAD COMPLEX,
CHEYENNE MOUNTAIN, SOUTH PORTAL.
THIS TANK IS FOR BACK-UP POWER ONLY. THEY MAY
NOT USE THIS MUCH FUEL OR THEY MAY USE MORE. OVER
THE PAST THREE YEARS THEY HAVE RECIEVED JUST OVER
320,000 GALLONS. THIS TANK IS FOR BACK-UP POWER ONLY.
THEY MAY NOT USE THIS MUCH FUEL OR THEY MAY USE MORE.
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0730-1400 MONDAY THRU FRIDAY
EMERGENCY DELIVERY MAY BE REQUIRED ANYTIME
(INCLUDING WEEKENDS AND HOLIDAYS)
DELIVERY PHONE NUMBERS 719-474-2152. THIS
NUMBER IS MANNED 24 HRS, 7 DAYS A WEEK
ESCORT REQUIRED
THIS FUEL IS CAPITALIZED

UNITED STATES AIR FORCE

GREELEY,
CO, USAF, 2506 E. 8TH STREET, CO ANG, WEST OF
GREELEY-WELD AIRPORT
WELD COUNTY
DELIVERY DODAAC: FP6061
BILLING DODAAC : FP6061
ORDERING OFFICE : 303-677-9740
ALT ORDERING OFFICE: 303 677-9745
ORDERING DODAAC : FP6061

768-67 DIESEL FUEL #1, LOW SULF (LS1) 124,445 GL
PORTS ACTIVE
TANK TRUCK (TT), WITH PUMP INTO
2/8,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY HOURS: 0700-1200 MONDAY TO FRIDAY
DELIVERY PERIOD: OCTOBER THRU MARCH
THIS FUEL IS CAPITALIZED

ITEM

QUANTITY

UNITED STATES AIR FORCE

GREELEY,
CO, USAF, 2506 E. 8TH STREET, CO ANG, WEST OF
GREELEY-WELD AIRPORT
WELD COUNTY
DELIVERY DODAAC: FP6061
BILLING DODAAC : FP6061
ORDERING OFFICE : 303-677-9740
ALT ORDERING OFFICE: 303 677-9745
ORDERING DODAAC : FP6061

768-68 DIESEL FUEL #2, LOW SULF (LS2) 254,155 GL
PORTS ACTIVE
TANK TRUCK (TT), WITH PUMP INTO
2/8,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY PERIOD: APRIL THRU SEPTEMBER
THIS FUEL IS CAPITALIZED

AIR FORCE NATIONAL GUARD

FARGO,
ND, AFNG, 119 FW, ND ANG, 1400 28TH AVENUE NORTH,
CASS COUNTY
DELIVERY DODAAC: FP6341
ORDERING OFFICE: 701-241-7332
ORDERING DODAAC : FP6341

840-46 FUEL OIL, BURNER #2 (FS2) 570,180 GL
MAX. SULFUR CONTENT 0.05 %
PORTS ACTIVE
TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
1/1,000 GALLON ABOVE GROUND TANK(S)
DELIVERY PERIOD: MAY - SEPTEMBER
THIS FUEL IS CAPITALIZED

ITEM

QUANTITY

UNITED STATES AIR FORCE

LACKLAND AFB,
TX, USAF, ATC, 37 SUPS, US HIGHWAY #90,
WEST LOOP #13,
BEXAR COUNTY

DELIVERY DODAAC: FP3047
ORDERING OFFICE: 210-671-1722

946-24	GASOHOL, REG UNL (GUR) **PORTS ACTIVE** TANK TRUCK (TT), INTO 1/12,000 GALLON TANK AT BUILDINGS 5023 & 211 ON MAIN BASE LACKLAND. BUILDINGS #211 IS ON MEDINA ANNEX. 2/12,000 GALLON TANKS AT BLDG 5023 IS LOCATED ON MAIN BASE LACKLAND. 3,600 GALLON TANK AT BUILDING #211 LOCATED ON MEDINA ANNEX. ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0700-1630 MONDAY TO FRIDAY MULTIPLE DROP THIS FUEL IS CAPITALIZED	618,082 GL
946-28	GASOLINE, REG UNL (MUR) **PORTS ACTIVE** TANK TRUCK (TT), INTO 1/12,000 GALLON TANK AT BUILDINGS 5023 & 211 ON MAIN BASE LACKLAND. BUILDINGS #211 IS ON MEDINA ANNEX. 2/12,000 GALLON TANKS AT BLDG 5023 IS LOCATED ON MAIN BASE LACKLAND. 3,600 GALLON TANK AT BUILDING #211 LOCATED ON MEDINA ANNEX. ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0700-1630 MONDAY TO FRIDAY MULTIPLE DROP THIS FUEL IS CAPITALIZED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 946-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT. NOTE: THIS IS A NON-SETASIDE ITEM. SDB PRICE EVALUATION WILL NOT APPLY	0 GL

ITEM

QUANTITY

UNITED STATES AIR FORCE

SHEPPARD AFB,
TX, USAF, ATC, 82LG, HIGHWAY 287,
WICHITA COUNTY
DELIVERY DODAAC: FP3020
ORDERING OFFICE: 940-676-2805
ORDERING DODAAC : FP3020

960-24 GASOHOL, REG UNL (GUR) 572,498 GL
 PORTS ACTIVE
 TANK TRUCK (TT), INTO
 2/15,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY HOURS: 0800-1400
 THIS FUEL IS CAPITALIZED

960-28 GASOLINE, REG UNL (MUR) 0 GL
 PORTS ACTIVE
 TANK TRUCK (TT), INTO
 2/15,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY HOURS: 0800-1400
 THIS FUEL IS CAPITALIZED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 960-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

UNITED STATES AIR FORCE

FRANCIS E. WARREN AFB,
WY, USAF, SPC, 90 SW, I-25,
LARAMIE COUNTY
DELIVERY DODAAC: FP4613
ORDERING OFFICE : 307-773-4174
ALT ORDERING OFFICE: 307-773-6586
ORDERING DODAAC : FP4613

970-24 GASOHOL, REG UNL (GUR) 688,755 GL
 PORTS ACTIVE
 TANK TRUCK (TT), W/20 FOOT OF 3" HOSE INTO
 2/10,000 GALLON TANKS AT BUILDING #1263
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY HOURS: 0700-1600 MONDAY THRU FRIDAY
 PORTS ACTIVE
 THIS FUEL IS CAPITALIZED

ITEM

QUANTITY

Con't

970-28

GASOLINE, REG UNL (MUR)
PORTS ACTIVE
TANK TRUCK (TT), W/20 FOOT OF 3" HOSE INTO
2/10,000 GALLON TANKS AT BUILDING #1263
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY HOURS: 0700-1600 MONDAY THRU FRIDAY
PORTS ACTIVE
THIS FUEL IS CAPITALIZED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
970-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

0 GL

C16.69-6 SPECIFICATIONS (CONT'D) (COG 6) (DESC MAR 2004)

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

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

(a) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines.

(b) **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
COLORADO COUNTIES		
Adams, Arapahoe, Boulder, Denver Douglas, and Jefferson	Nov 1 - Feb 7	2.0 Wt%
MINNESOTA (entire state)	Year Round	10 vol% (ethanol only)
NEW MEXICO		
Bernalillo County	Nov 1 - Feb 29	2.7 Wt%
TEXAS		
El Paso, El Paso County	Oct 1 – Mar 31	2.7 Wt%

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

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
ILLINOIS COUNTIES		
Cook, Du Page, Kane, Lake, McHenry, and Will	Year Round	2.0 Wt%

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
ILLINOIS TOWNSHIPS	Year Round	2.0 Wt%
Aux Sable, Gooselake (located within Grundy County), and Oswego (located within Kendall County)		
TEXAS COUNTIES		
Brazoria, Chambers, Collin, Dallas Denton, Fort Bend, Galveston, Harris, Liberty, Montgomery, Tarrant, and Waller		
WISCONSIN COUNTIES	Year Round	2.0 Wt%
Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha		

(d) **EAST TEXAS LOW-EMISSION DIESEL REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in 110 East Texas counties shall be supplied diesel fuel that conforms to Federal, State, and local regulations. Per the Texas Administrative Code, Title 30, Part 1, Chapter 114, Subchapter H, facilities in these counties shall, beginning April 1, 2005, be supplied diesel fuel that, in addition to meeting a 0.05 maximum weight percent sulfur content and all other requirements of specification ASTM D 975, grade Low Sulfur No. 2-D or Low Sulfur No. 1-D, shall—

(1) Conform to a maximum aromatics content limit of 10 volume percent AND a minimum cetane number limit of 48;

OR

(2) Be approved for use in California (obtained CARB certification) as providing similar environmental benefits; OR

(3) Be approved by the Texas Commission on Environmental Quality as providing similar environmental benefits.

This requirement applies to fuels intended for both on-highway and off-highway use. A listing of the counties where this requirement applies follows:

Anderson, Angelina, Aransas, Atacosa, Austin, Bastrop, Bee, Bell, Bexar, Bosque, Bowie, Brazoria, Brazos, Burleson, Caldwell, Calhoun, Camp, Cass, Chambers, Cherokee, Collin, Colorado, Comal, Cooke, Coryell, Dallas, Delta, Denton, De Witt, Ellis, Falls, Fannin, Fayette, Fort Bend, Franklin, Freestone, Galveston, Goliad, Gonzales, Grayson, Gregg, Grimes, Guadalupe, Hardin, Harris, Harrison, Hays, Henderson, Hill, Hood, Hopkins, Houston, Hunt, Jackson, Jasper, Jefferson, Johnson, Karnes, Kaufman, Lamar, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, Madison, Marion, Matagorda, McLennan, Milam, Montgomery, Morris, Nacogdoches, Navarro, Newton, Nueces, Orange, Panola, Parker, Polk, Rains, Red River, Refugio, Robertson, Rockwall, Rusk, Sabine, San Jacinto, San Patricio, San Augustine, Shelby, Smith, Somervell, Tarrant, Titus, Travis, Trinity, Tyler, Upshur, Van Zandt, Victoria, Walker, Waller, Washington, Wharton, Williamson, Wilson, Wise, and Wood.

(e) **MINNESOTA DIESEL REQUIREMENTS.** In accordance with Minnesota Statute 239.77, all diesel fuel sold or offered for sale in Minnesota must contain at least 2.0 percent biodiesel fuel by volume beginning June 30, 2005. The biodiesel must conform to ASTM D 6751.

(f) **LOCATIONS WHERE THE TYPE OF OXYGENATES THAT MAY BE INCLUDED IN GASOLINE OR REFORMULATED GASOLINE ARE LIMITED.** Beginning in 2004, supply of gasoline or reformulated gasoline containing Methyl Tertiary Butyl Ether (MTBE) is specifically regulated. Information presented below is current as of August 2003.

<u>LOCATION</u>	<u>EFFECTIVE DATE</u>	<u>TYPE OF OXYGENATE</u>	<u>MAXIMUM CONCENTRATION</u>
WISCONSIN	August 1, 2004	MTBE	0.5 Volume%

(DESC 52.246-9FZ5)

II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC OCT 2003)

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

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

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

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

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

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

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

Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) **PAYMENT.**

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

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

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

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

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

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.

destination.

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

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

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

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

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

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

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

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

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

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

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

(ii) If the Contractor fails to comply with the requirements of paragraphs (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

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

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

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

(DESC 52.207-9F05)

11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC OCT 2003)

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

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

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

Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

- (10) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States

or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.**

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

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

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

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

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

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.

destination.

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

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.

Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

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

(u) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

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

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

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

(ii) If the Contractor fails to comply with the requirements of paragraphs (t)(2)(i) of this clause, or perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

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

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

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

(DESC 52.212-9F52)

**1171.09-1 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (ALTERNATE A)
(JUN 2003/JUN 1998)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. (DFARS 252.219-7010/Alternate A).

(d) (1) **AGREEMENT.** A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas.

If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The 8(a) companies identified in this solicitation (Triune Associates and Muddy Creek) will notify the DESC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(FAR 52.219-18/Alternate A)

1171.10 SECTION 8(a) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime Contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is--

**U.S. Small Business Administration
Linda Williams, Associate Administrator
For Government Contracting (Mail Code 6250)
409 Third Street, S.W.
Washington, DC 20416**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any Novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with the notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(DFARS 252.219-7009)

I174.04 MANUFACTURING AND FILLING POINTS (8(a)) (DESC APR 1996)

(a) To be eligible for award of a section 8(a) small business set-aside item, offerors must provide product manufactured by a small business (see FAR 19.102(f)(1)). Product may not be furnished as a result of an exchange agreement with a large business.

(b) All section 8(a) nominees wishing to be eligible for a section 8(a) small business set-aside item under this procurement hereby agree that they will provide only product manufactured/refined by small manufacturer(s)/refiner(s). If circumstances are such that, during the term of this contract, a committed small business manufacturer/refiner can no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer who must approve any new small business manufacturer/refiner before operations with the new firm commence. Use of other than a committed small business manufacturer/refiner may result in the contract being terminated for default.

(c) All small businesses interested in being considered for award of section 8(a) set-aside items must provide the following information with their offer; failure to do so may result in ineligibility for the section 8(a) set-aside.

- (1) Set-aside item numbers and delivery locations;
- (2) Name and address of small business refiner;
- (3) Refinery point of contact;
- (4) Name and address of the filling point (if different from refinery); and
- (5) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business

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

(DESC 52.219-9F45)

Base Reference Prices

15 December 03 Reference Date						
<u>CLIN</u>	<u>Method of Delivery</u>	<u>Delivery Location</u>	<u>State</u>	<u>County</u>	<u>Reference Publication</u>	<u>Reference Price</u>
840-46	TT	FARGO	ND	CASS	----	*TBD
866-70	TT	GRAND FORKS	ND	PIMBINA	----	*TBD
875-28	TT	MINOT AFB	ND	WARD	AXXIS MINOT ND	\$0.9204
970-28	TT	FE WARREN AFB	WY	LARAMIE	OPIS CHEYENNE WY	\$0.9020
G10-46	TT	BELCOURT	ND	ROLETTE	AXXIS MINOT ND	\$0.9451
G11-46	TT	BELCOURT	ND	ROLETTE	AXXIS MINOT ND	\$0.9451
G11-68	TT	BELCOURT	ND	ROLETTE	AXXIS MINOT ND	\$0.9451
G21-46	TT	FORT YATES	ND	SIOUX	----	*TBD
J30-46	TT	EAGLE BUTTE	SD	DEWEY	AXXIS SIOUX FALLS SD	\$0.8865
J50-461	TT	FT THOMPSON	SD	BUFFALO	AXXIS SOUX FALLS SD	\$0.8865
K20-46	TT	PIERRE	SD	HUGHES	AXXIS SOUX FALLS SD	\$0.8865
K50-46	TT	ROSEBUD	SD	TODD	AXXIS RAPID CITY SD	\$0.9359
K61-46	TT	SIOUX FALLS	SD	MINNEHAHA	AXXIS SOUX FALLS SD	\$0.8865
K70-46	TT	SISSETON	SD	ROBERTS	AXXIS SOUX FALLS SD	\$0.8865
K90-46	TT	WAGNER	SD	CHARLES MIX	AXXIS SOUX FALLS SD	\$0.8865
035-28	TTR	FT CARSON	CO	EL PASO	AXXIS DENVER CO	\$0.9116
035-67	TTR	FR CARSON	CO	EL PASO	AXXIS DENVER CO	\$1.0199
265-28	TTR	FT SILL	OK	COMANCHE	OPIS OKLAHOMA CITY OK	\$0.8580
760-94	TT	COLORADO SPRINGS	CO	EL PASO	OPIS DENVER CO	\$0.9320

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Reference Prices

768-67	TT	GREELEY	CO	WELD	AXXIS DENVER CO	\$1.0199
768-68	TT	GREELEY	CO	WELD	OPIS DENVER CO	\$0.9320
946-28	TT	LACKLAND AFB	TX	BEXAR	OPIS SAN ANTONIO TX	\$0.9320
947-28	TT	RANDOLPH AFB	TX	BEXAR	OPIS SAN ANTONIO TX	\$0.8696
953-28	TT	SHEPPARD AFB	TX	WICHITA	OPIS WICHITA FALLS TX	\$0.8696
960-28	TT	SHEPPARD AFB	TX	WICHITA	OPIS WICHITA FALLS TX	\$8936

*TBD=To Be Determined (will be provided via amendment)