

TABLE OF CONTENTS
DEPARTMENT OF DEFENSE

<u>SEGMENT</u>	<u>TITLE</u>	<u>PAGES</u>
	DESCRIPTION OF THE BULLETIN	ii
I	POINTS OF CONTACT	1
II	SPECIAL NOTES	2
III	CONTRACT BULLETIN CLAUSES	3
IV	SECTION B - SUPPLY LIST	DOD-1 - DOD-71
V	SECTIONS B, C, E, F, G, I - CONTRACT CLAUSES/PROVISIONS	13
VI	OTHER CONTRACTUAL INFORMATION	60
	ORDERING PERIOD	60
	LIST OF CONTRACTORS	60
	CONTRACTOR REMITTANCE ADDRESS	63
	FREE TIME AND DETENTION RATES	64
	DISCOUNTS FOR PROMPT PAYMENT	65
	TELEFACSIMILE INVOICING	65
	ITEMS AWARDED WITH SMALL DISADVANTAGED BUSINESS EVALUATION PREFERENCE/SMALL REFINERY SOURCE LIST	66

DESCRIPTION OF THE BULLETIN

This contract bulletin is divided into six segments. Segments III, V, and VI are prefaced by index listings. A description of each segment follows:

SEGMENT I POINTS OF CONTACT.

SEGMENT II SPECIAL NOTES.

SEGMENT III CONTRACT BULLETIN CLAUSES. Contains general information to ordering officers and all contract bulletin clauses.

SEGMENT IV SUPPLY LIST.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS. Lists all of the contract items by service (i.e., Army, Navy, Air Force, Federal Civil Agencies) in alphabetical order by state and in alphabetical order by city within each state. Each requiring activity/product has been assigned an item number. Product contracted for a requiring activity may be ordered only for that particular activity. New requirements for new activities or an activity already listed in the contract bulletin must be submitted through appropriate channels to DESC for contract coverage. The Supplies list is arranged in six columns as follows:

Column 1 - Item number assigned for each individual requirement of a particular product for that activity.

Column 2 - Identification of the product.

Column 3 - Method of delivery.

Column 4 - Estimated quantity covered under the contract. This normally will be identical to the quantity submitted by the requiring activity to DESC for contract coverage.

Column 5 - Unit price for that particular item covered under the contract.

Column 6 - DLA contract serial number pertaining to that item. The name and address of the Contractor for the applicable contract number is located in the LIST OF CONTRACTORS (Segment VI). DESC has requested all Contractors to furnish to each activity that they will supply under contract the names and addresses of their local officer or agent to receive orders for delivery. If contract has not been made prior to the start of the ordering period, assistance may be obtained from DESC.

SEGMENT V CONTRACT CLAUSES/PROVISIONS.

SECTION B - SUPPLIES & PRICES.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.

SECTION E - INSPECTION AND ACCEPTANCE.

SECTION F - DELIVERIES AND PERFORMANCE.

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION I - CONTRACT CLAUSES.

SEGMENT VI OTHER CONTRACTUAL INFORMATION. This segment is divided into parts. The parts are organized in contract number sequence.

PART 1 - ORDERING PERIOD.

PART 2 - LIST OF CONTRACTORS.

PART 3 - CONTRACTOR REMITTANCE ADDRESSES.

PART 4 - FREE TIME AND DETENTION RATES.

PART 5 - DISCOUNTS FOR PROMPT PAYMENT.

PART 6 - TELEFACSIMILE INVOICING (DoD only).

PART 7 - SMALL REFINERY SOURCE LIST (DoD only).

SEGMENT I**DEPARTMENT OF DEFENSE****DESC CONTACT POINTS DURING DUTY HOURS**

THE FOLLOWING OFFICES AND TELEPHONE NUMBERS MAY BE CONTACTED IN EMERGENCIES FOR ASSISTANCE WHEN TIME DOES NOT PERMIT CORRESPONDENCE.

	<u>PHONE</u>	<u>OFFICE</u>	<u>SEE BULLETIN CLAUSE 1</u>
Contractor Performance	Commercial 703-767-9552 DSN 427-9552	DESC-PLC	Para (e)
Price Changes	All DoD Activities Commercial 703-767-9538 DSN 427-9538	DESC-PLC	Para (e)
Inspection, Acceptance, and Quality Problems	Commercial 703-767-8742 DSN 427-8742	DESC-QE	Para (e)
Requirements/Resupply	All Navy, DoD, and other Activities Region 7 Commercial 703-767-9546 DSN 427-9546	DESC-PL	Para (e)
	Army Activities Commercial 717-770-6752/5873 DSN 977-6752/5873	USAPC	
	Air Force Activities Commercial 210-925-8891 DSN 945-8891	SA-ALC/RF	
Interfund Billing	Commercial 1-800-453-5014 DSN 869-1804	DFAS-CO-SFSR	
Payment Inquiries	Commercial 1-614-693-0608 DSN 869-0608	DFAS-CO-SFFP	

DESC CONTACT POINT AFTER DUTY HOURS

Command Control Center (CCC)	Commercial 703-767-8370 DSN 427-8370	DESC-OE	
---------------------------------	---	---------	--

SEGMENT II**SPECIAL NOTES**

DESCH 4140.1 entitled "CUSTOMER GUIDE" is available from your respective service control points. This customer guide parallels and conforms with official directives and complements them by providing related guidance and training material in a convenient and readily understandable form. You are encouraged to obtain and use the guide.

1. IMPORTANT: Hard copy price change modifications (paper) will no longer be issued by DESC. Price changes are now accessible through the world wide web. Questions or concerns about this change can be directed to Francis Murphy at (703) 767-9552 or Suzanne Flippo at (703) 767-9538. The Defense Energy Support Center's home page is located at:

<http://www.desc.dla.mil/main/deschome.htm>

2. The set-aside items are 118-839, 420-469, 430-349, 440-349, 562-689, 665-139, 791-139, 841-139, 930-129. See Clause I84.01-2, REQUIREMENTS (SET-ASIDE)(DESC JUN 1996).

3. ATTENTION ARMY, NAVY, & DOD ACTIVITIES;

Within two (2) working days of receipt of product, three copies of the appropriate SF 1449/DD Form 1155 or DD Form 250 must be forwarded to DESC. For further details refer to bulletin clause number 7.

4. **IMPORTANT:** Please note that clause G150.06-2, SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) is included in all new contracts. This clause states that all receiving reports must have a shipment number on them that matches a shipment number on the contractor's invoice. If this information is missing or incorrect, the contractor will not be paid until it is corrected. Please read this clause carefully. If there are any questions concerning this clause please call DESC for more information.

SEGMENT III

BULLETIN CLAUSE INDEX

<u>BULLETIN CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
1	GENERAL INSTRUCTIONS	4
2	PENDING AND TERMINATED ITEMS	4
3	ORDERS	5
4	ORDERING MOTOR GASOLINE	5
5	APPROPRIATION DATA	5
6	INSPECTION AND ACCEPTANCE	6
7	PROCESSING RECEIPT DOCUMENTS (DoD only)	7
8	PRICE CHANGES	7
9	TAXES	7
10	DEFAULTING CONTRACTORS	8
11	DISPUTES	9
12	FRAUD, WASTE, AND ABUSE	9
13	ASSIGNMENTS	9
14	DELIVERIES/PERFORMANCE	9
15	DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE	9
16	DELIVERY CONDITIONS FOR FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6 CONTAINING USED OIL	9
17	CONTRACTOR FUEL SPILLS ON GOVERNMENT PROPERTY	10
18	DELIVERY TIME RESTRICTIONS	10
19	EPA TESTING OF UNDERGROUND TANKS	10

1. GENERAL INSTRUCTIONS (DESC JUN 1997)

(a) The prices in this Bulletin have been verified with the contracts listed; the original contracts have been executed by both the Government and the Contractor. The use of this Bulletin for disbursing and inspection is hereby authorized. Activities having DESC funded items (reference Bulletin clause entitled PRICE CHANGES) need not contact DESC-PLC for price changes to these items. The basic contract unit price shall be used when ordering a DESC funded item.

(b) Copies of contracts listed in this Bulletin are **NOT** available for distribution.

(c) All contracts listed herein contain all clauses in this Bulletin.

(d) The use of this Bulletin is mandatory upon all activities listed herein.

(e) Inquiries and general correspondence.

(1) All inquiries and general correspondence (except Army) relating to postaward Contractor performance, price changes, or payment in accordance with the terms and conditions of the contract shall be forwarded directly to DEFENSE ENERGY SUPPORT CENTER, ATTN: DESC-PLC, 8725 John J. Kingman Road, Fort Belvoir, VA 22060-6222. Military activities shall also forward an information copy to the appropriate office listed in paragraph (2) below; DESC-PLC replies will also include information copy to the same office.

(2) All other inquiries and correspondence shall be sent through channels to the following offices:

Army: All Army inquiries relating to postaward Contractor performance, price changes, or payment in accordance with the terms and conditions of the contracts shall be forwarded to Commander, U.S. Army Petroleum Center, ATTN: SATPC-L, New Cumberland Army Depot, New Cumberland, PA 17070-5008, with information copy to DESC-PLC.

Navy & Marines: DESC-PLC, 8725 John J. Kingman Road, Fort Belvoir, VA 22060-6222.

Air Force: Det 29, SA-ALC/SFRF (AFMC), Fort Belvoir, VA 22060-6222.

2. PENDING AND TERMINATED ITEMS (DESC JUN 1997)

(a) Wherever PENDING appears opposite any item number listed in the Contract Bulletin, and the activities have an immediate requirement for product--

(1) Army and Air Force activities shall contact their Service Control Point (SCP), who will contact DESC-PLC.

(2) Navy and DoD activities shall contact DESC-PLC directly at the telephone number indicated on page 1 of the Contract Bulletin. Federal/Civilian activities have immediate authority to locally purchase PENDING item requirements until notified that a DESC contract has been awarded. Until such time as contractual sources are established by DESC, the following procedures apply for PENDING items:

(i) When an item is listed in the bulletin or a supplement as PENDING, DESC shall acquire all DoD interim requirements on an as-needed basis for a period not to exceed 90 days, or until contractual sources are established.

(ii) If notification of a DESC contractual source for remaining PENDING items is not received within the 90 day period, DESC will evaluate the situation and take one of the following actions:

(A) The activity will be notified that an annual contractual source cannot be obtained and DESC will continue to purchase DoD requirements on an as-needed basis throughout the ordering period; or

(B) DESC, at its option, may grant Local Purchase Authority for the remaining PENDING items through the end of the ordering period.

(b) Wherever TERMINATED appears opposite any item number listed in the Contract Bulletin Supplement, DESC will attempt to repurchase the terminated quantity. At the earliest possible date after an item is terminated, DESC-PLC shall be contacted at the telephone number indicated on page 1 of the Contract Bulletin, for procurement of interim requirements, on an as-needed basis, until DESC awards a contract for the duration of the ordering period. Army and Air Force activities will process their requirements through their SCP.

3. ORDERS (DESC SEP 1996)

- (a) Orders should be--
- (1) For firm quantities with specific delivery dates and times (except for Degree Day and Automatic Fill items);
 - (2) Placed separately for each individual delivery requirement;
 - (3) Within the scope of the Order Limitations clause;
 - (4) Annotated with the applicable appropriation or fund and conspicuous invoicing instructions; and
 - (5) Written (DD Form 1155 or SF 1449). Oral orders are permitted only if authorized in the Schedule. All oral orders must be confirmed by written order and mailed to the Contractor within 24 hours. The written confirmation order shall contain the following statement: "This confirms oral order placed on [enter date]."
- (b) Orders **must** be--
- (1) Received by the Contractor at least 48 hours prior to the requested delivery time to be enforceable (except for barge delivery items);
 - (2) Placed within the period specified on the cover page of this Bulletin and received by the Contractor on or before the last day of such period. Such orders shall require delivery no later than 30 days beyond such period; and
 - (3) For DESC-paid line items (Army, Navy, and other DoD components, except Air Force), signed and transmitted, in triplicate (DD Form 1155 or SF 1449), to--

ATTN: DESC-FII
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN RD SUITE 4950
 FORT BELVOIR VA 22060-6222

within two working days of executing the order. All orders for DESC-funded line items must be entered into the Defense Fuel Automated Management System (DFAMS) by the Defense Fuel Inventory Management Division (DESC-FII). DESC-FII's commercial telephone numbers are (703) 767-9390/9493 or DSN 427-9390/9493 and commercial facsimile numbers are (703) 767-9380/or DSN 427-9380/9397.

- (c) Blanket orders for large quantities are not recommended but may be issued provided that--
- (1) They cover less than three months, or, for DESC-funded items, they cover no more than one calendar month; and
 - (2) They specifically state actual amounts needed and specific delivery times during the contract delivery period.
- (d) Modifications are required if the receipt quantity exceeds the allowable variation in quantity percentage stated in the VARIATION IN QUANTITY clause.
- (e) Modifications to any order must also be submitted to DESC-FII for input into DFAMS.

4. ORDERING MOTOR GASOLINE (DESC FEB 1991)

When ordering motor gasoline under this Bulletin, the Ordering Officer shall specify on the delivery order whether the gasoline being ordered is Unleaded, Midgrade, or Premium Gasoline as determined by the award information shown in this Bulletin. Additionally, the same information shall be given to the Contractor by the Ordering Officer in any delivery order placed by telephone and then confirmed in the delivery order.

5. APPROPRIATION DATA (DESC FEB 1991)

- (a) All contracts listed in this Bulletin are requirements type contracts. Your attention is invited to the REQUIREMENTS and DELIVERY-ORDER LIMITATIONS clauses.
- (b) All contracts listed in this Bulletin for CONUS delivery for Army, Navy, Marine Corps, and other DoD (except stand-by items) are funded by DEFENSE ENERGY SUPPORT CENTER (DESC) and all orders (SF 1449 or DD Form 1155) placed against these contracts will cite DESC's fund citation. All other contracts listed in this Bulletin have not been funded by DESC.
- (c) Account for which material is ordered will determine the appropriation or fund to be charged for the cost of the material in each case. The appropriation or fund and submission of invoice instructions as contained elsewhere in this contract and as applicable in each case will be conspicuously shown on each order issued hereunder.

6. INSPECTION AND ACCEPTANCE (DESC JUN 1997)**(a) INSPECTION.**

(1) Government inspection, with the exception of aviation fuels and water-borne transportation (barge), will be performed by the receiving activity at the point of acceptance. Such inspection will normally be for identity and quantity. If there is evidence that deliveries are not in conformance with the contract, assistance, if required, should be solicited from the Service Inventory Control Point as follows:

ARMY:

ATTN: SATPC-L
 U.S. ARMY PETROLEUM CENTER
 NEW CUMBERLAND, PA 17070-5008
 TELEPHONE: 717-770-7105/5873, DSN: 977-7105/5873

NAVY:

ATTN: NAVPET OFF, CODE FM
 NAVY PETROLEUM OFFICE
 8725 JOHN J. KINGMAN ROAD, SUITE 3719
 FORT BELVOIR, VA 22060-6222
 TELEPHONE: 703-767-7377, DSN: 427-7377

AIR FORCE:

ATTN: SA-ALC/SFTT
 DIRECTORATE OF AEROSPACE FUELS
 KELLY AIR FORCE BASE, TX 78241-5000
 TELEPHONE: 512-925-7613, DSN: 945-7613

FEDERAL AGENCIES:

DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J. KINGMAN ROAD, SUITE 4950
 FORT BELVOIR, VA 22060-6222
 TELEPHONE: (703) 767-8742, DSN 427-8742

(2) In the event field assistance is necessary, the cognizant DCMA office will be contacted by the ICP through DESC-BQ for action. When serious quality problems are reported, the Contracting Officer may change the inspection point from destination to origin by advising the Contractor in writing of the change. The cognizant DCMA office, upon notification by the Contracting Officer, will then become the office responsible for inspection at the origin loading or filling point. If the receiving activity at any time suspects that deliveries of less than contract quality or quantity are intentionally being made, the Contracting Officer shall be immediately notified by writing DEFENSE ENERGY SUPPORT CENTER, ATTN: DESC-QE, 8725 John J. Kingman Road, Fort Belvoir, VA 22060-6222, or calling 703-767-9551/9554 (DSN: 427-951/9554).

(3) Government inspection of aviation fuels will be performed at the location where the loading or filling takes place by the Field Inspection Office cognizant at such location.

(b) **ACCEPTANCE.** Acceptance by the Government of supplies ordered and furnished shall be at f.o.b. point.

THE FOLLOWING CLAUSE 7 IS APPLICABLE TO DEPARTMENT OF DEFENSE ONLY:**7. PROCESSING RECEIPT DOCUMENTS (DESC MAY 1998)****(a) DoD Agencies.**

(1) Army, Navy, Marine Corps, and other DoD components (except Air Force - see (b) below) that are part of the Single Point Payment Program for PC&S Petroleum Contracts are subject to Nav Comp 700.42 (Navy and Marine Corps) and USAPC (formerly USAGMPA) letter of instruction dated 11 December 1987 (Army, Corps of Engineers, National Guard). Questions or inquiries concerning these instructions should be directed to the appropriate activity (NAV PET, USAPC, DESC).

(2) Within two working days of receipt of product, receiving activities shall transmit a copy of the appropriate DD Form 1155, DD Form 250, DD Form 250-1 (for barge deliveries only), or SF 1449 to the following address:

DESC-FII
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

Commercial telephone: (703) 767-9393/9493 or DSN 427-9393/9493

Commercial facsimile: (703) 767-9380/9397 or DSN 427-9380/9397

(3) The DD Form 1155, DD Form 250, or SF 1449 shall reflect the net quantity shipped and the net quantity received for all f.o.b. destination contracts. If the net quantity shipped and the net quantity received are the same, this shall be reflected on the forms submitted. For receipt of Burner Oils #4, #5, and #6, correction to 60° is always required regardless of quantity received. For all other products, volume correction to 60° is required for any individual drop per receiving tank that exceeds 3,500 gallons. Any single conveyance delivery less than 3,500 gallons (regardless of the total quantity received) does not require correction to 60°.

(4) Modifications to any of the above listed documents must also be submitted to DESC-FII for input into DFAMS.

(5) The Contractor is responsible for preparation of the receiving report (DD Form 250-1) for barge deliveries. Preparation of receiving reports (DD Form 1155, DD Form 250, or SF 1449) for all other types of deliveries is the receiving activity's responsibility.

(b) Air Force and Federal Agencies.

(1) Within two working days of receipt of product, receiving activities shall transmit a copy of the appropriate DD Form 1155, DD Form 250, DD 250-1 (for barge deliveries only), or SF 1449 to the paying office stated on the delivery order.

(2) The DD Form 1155, DD Form 250, DD Form 250-1 (for barge deliveries only), or SF 1449 shall reflect the net quantity shipped and the net quantity received for all f.o.b. destination contracts. If the net quantity shipped and the net quantity received are the same, this shall be reflected on the forms submitted.

(3) Modifications to any of the above listed documents must also be submitted to the paying office.

(4) The Contractor is responsible for preparation of the receiving report (DD Form 250-1) for barge deliveries. Preparation of receiving reports (DD Form 1155, DD Form 250, or SF 1449) for all other types of deliveries is the receiving activity's responsibility.

8. PRICE CHANGES (DESC MAY 1998)

(a) Prices shown herein are subject to escalation unless indicated as firm. In the event of any changes in prices that are subject to escalation (for other than DESC-funded items), the price changes will be included in price change supplements found on the DESC Web Page at www.dfsc.dla.mil/main/deschome.html under "Doing Business with DESC." Other contractual information will be included in supplements as required.

(b) In those instances where a Contractor invoices at a price lower than that shown herein or in supplement hereto, payment may be made at such lower price.

(c) Payment shall be made at the price that, according to this Bulletin or supplements hereto, is in effect on the date of delivery. Payment for DESC-funded items will be in accordance with the SUBMISSION OF INVOICES FOR PAYMENT clause.

9. TAXES (DESC JUN 1997)

(a) **DIESEL FUEL, MOTOR GASOLINE, AND GASOHOL TAXES.** The fuel prices listed in this bulletin **DO NOT** include the Federal Excise Tax of \$0.244 per gallon on diesel fuel, \$0.184 per gallon on motor gasoline, or \$0.13 per gallon on gasohol. Fuel used off road may be sold by certain sellers without the Federal Excise Tax. If the activity is billed for the tax on diesel fuel, motor gasoline, or gasohol used off road, the activity may request reimbursement from the IRS by completing IRS Form 843. If the vehicle is used on the highway during any portion of a calendar quarter, any fuel used in that vehicle for that calendar quarter does not qualify for exemption. Additional information regarding Federal, State, and local taxes is stated in the FEDERAL, STATE, AND LOCAL TAXES (DEVIATION) and FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM THE CONTRACT PRICE clauses contained in this bulletin.

(b) **HEATING FUEL TAX.** There is no Federal Excise Tax on fuel produced for heating purposes.

(c) **TAX EXEMPTION CERTIFICATES.** Procedures for requesting and processing tax exemption certificates are identified in the TAX EXEMPTION CERTIFICATES clause contained in this bulletin.

(d) The activity shall provide appropriate certifications of intended use as may be necessary to assist a Contractor in complying with IRS regulations regarding the tax-free sale of heating oils. However, it is the Contractor's responsibility to ensure compliance with IRS regulations. Questions regarding the procedures to be followed should be addressed to the IRS.

10. DEFAULTING CONTRACTORS (DESC MAR 1992)

(a) **PURCHASE AGAINST ACCOUNT.** Purchases cannot be made against the account of a defaulting Contractor until the Contractor's right to proceed on an individual delivery order, in default, has been formally terminated by the Government. The contractual right granted the Government, under the DEFAULT clause, to terminate such orders for default may be exercised only by the Contracting Officer. The procedures set forth below are detailed, and must be carefully followed if clear evidence of default and resultant excess costs, if any, are to be established.

(b) **REPORTS BY ORDERING OFFICERS.** When a Contractor has defaulted on deliveries under any order and the Ordering Officer considers it in the best interest of the Government to formally default the Contractor on such orders, the Ordering Officer shall report the following message to DESC with an information copy to the appropriate activity specified in paragraphs (e)(1) and (2) of Bulletin Clause 1:

ALPHA: DESC Contract number(s).

BRAVO: Item Number(s).

CHARLIE: Date written order was forwarded to Contractor.

DELTA: Probable date Contractor received written order.

ECHO: Order Number.

FOXTROT: Quantity ordered.

GOLF: Quantity, if any, actually received pursuant to such order.

HOTEL: Date delivery of quantity (in default) was to be made pursuant to order.

INDIA: Reason(s), if any, given by Contractor for the delay or non-delivery.

JULIET: Date replacement supplies are needed.

Message reports will refer to the above 10 categories by titles shown. After dispatch of such message, the ordering activity must refuse to accept any deliveries tendered on the subject order by the Contractor in default.

(c) **ACTION BY DESC.** Upon receipt of the message report from the Ordering Officer, DESC will (if advisable, based on information received) formally default the Contractor on the order(s) involved. DESC will advise the Ordering Officer that purchase action is being taken (by DESC) or that local purchase action against the Contractor's account is authorized. Since not all bulletin items are DESC-funded, the following applies to DESC-funded items only:

Whenever local purchase authority is granted by DESC and the ordering activity requires funding from DESC in the form of an obligation authority, the activity must request these funds. Funding authority should not be assumed to have been granted upon receiving authority to purchase locally. Receipt of authority from DESC-RF to cite DESC funds must be accomplished prior to ordering the product if DESC funds are to be used for the purchase.

(d) **ASSESSMENT OF EXCESS COSTS.** In order that a firm basis for assessment of excess costs against defaulting Contractors may be established, the following procedure must be strictly adhered to:

(1) Each requirement for product during the ordering period must first be ordered in writing from such defaulting Contractor.

(2) Each such order must then be formally terminated by the Contracting Officer if delivery against such order was not made.

(3) Replacement purchase orders/contracts for approximately similar quantities of the same product should be competitively solicited, whenever feasible. If competition is not obtained, the record of the purchase must be documented with appropriate justification. Purchase orders/contracts must then be issued to a new supplier. Ordering officers are reminded to be familiar with their signatory dollar limitations on repurchase actions.

(e) To provide substantiation for the excess costs to be assessed against the defaulting Contractor, it is essential that the Ordering Officer forward to DESC-PLC copies of all documentation, covering the competitive prices (or justification for single source) as quoted when soliciting under local purchase authority plus copies of all delivery orders placed with both the defaulting Contractor and the supplier who furnished the replacement product, delivery receipts under the repurchase contracts/orders, and payment vouchers. This documentation is required throughout the life of the contract for every line item default. Prompt action in furnishing this information allows the DESC contracting officer to make a proper claim that can be upheld in court if necessary. Copies of both delivery orders (with the defaulting Contractor and replacement Contractor) will also be forwarded to the appropriate activity specified in paragraph (e)(2) of Bulletin Clause 1, GENERAL INSTRUCTIONS.

11. DISPUTES (DESC FEB 1995)

Disagreements between the Contractor and the Ordering Officer or between the Contractor and the Quality Assurance Representative (QAR) should be referred to the Contracting Officer (CO) of the DESC (through the appropriate office specified in Bulletin Clause 1) for consideration under the contract Disputes clause. Each such matter referred to the CO should include a complete statement of the Ordering Officer's or the QAR's understanding of the circumstances surrounding the disagreement.

12. FRAUD, WASTE, AND ABUSE (DESC FEB 1995)

Any suspicion of wrongdoing or potential fraud should be reported to the DESC Contracting Officer or DESC Office of Counsel so that evidence can be collected against Contractors and timely investigations initiated, if appropriate. In the event you become aware of any investigation of a Contractor by criminal investigators, please advise the DESC Contracting Officer and DESC Office of Counsel. Such coordination will enable DESC to determine whether similar conduct is occurring at other locations where the Contractor may also be making deliveries.

13. ASSIGNMENTS (DESC OCT 1969)

Assignee banks will be advised at time of Contracting Officer's acknowledgment of notice of assignment that the assignee is responsible for notifying all applicable finance or disbursing officers. Such assignees also will be advised that photostat copies of the Contracting Officer's acknowledgment may be sent to such finance or disbursing officer.

14. DELIVERIES/PERFORMANCE (DESC DEC 1991)

(a) The DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCK, TRUCK AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS contract clause describes the general delivery conditions required on the Contractor. However, situations may occur during the contract period in which the Contractor may be unable to (1) meet the delivery date specified in the order and/or (2) deliver during normal delivery hours due to unusually severe weather conditions or other extenuating circumstances. If such is the case, the ordering activity may extend the delivery schedule, by amending the delivery order, to give the Contractor additional time to perform.

(b) The ordering activity is responsible for--

- (1) Providing the Contractor with reasonable access to the fuel tank fill pipes in order to accomplish the delivery. This includes accessibility and visibility of the fill pipes after a snowfall; and
- (2) Maintaining tanks in a technically acceptable conditions for receipt of product.

15. DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE (DESC OCT 1992)

For all truck-to-truck transfers or truck-to-drum delivery of motor gasoline, guidelines provided by the National Fire Protection Association (NFPA) and the State and local safety and environmental offices shall be adhered to at all times. Activities and Contractors shall comply with all safety and environmental regulations and the delivery conditions of the contract. Failure by the Contractor to meet the requirements of any of the above stated regulations and provisions should be reported to the DESC Contracting Officer.

16. DELIVERY CONDITIONS FOR FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6 CONTAINING USED OIL (DESC MAR 1995)

When Grade 4 through Grade 6 Burner Oils contain used oil or other recycled petroleum products, the Contractor shall adhere to Environmental Protection Agency (EPA) specifications for used oil. This requirement is spelled out in the SPECIFICATIONS clause of the contract. The Contractor has identified such product in its bid/offer and certifies that it is in compliance with EPA specifications. Supply of the oil has received prior approval by the DESC. The Contractor is required to submit test reports validating EPA used oil standards and/or state/local requirements for all deliveries under the line items identified. See PART 10, CONTRACTORS AUTHORIZED TO FURNISH USED OIL IN FUEL OIL, BURNER GRADES 4 THROUGH 6, for a listing of contracts and line items authorized to contain used oil. These test reports should be submitted by the Contractor to the receiving activity and maintained with other delivery receipt documentation. If you do not receive the test reports from the Contractor, notify DESC as soon as possible.

17. CONTRACTOR FUEL SPILLS ON GOVERNMENT PROPERTY (DESC AUG 1996)

Cleanup of any fuel spills caused by a Contractor on Government property is the responsibility of that Contractor. Upon concurrence of a spill, the activity should immediately contact DESC at Fort Belvoir, VA. DESC will in turn inform the Contractor of its responsibility. Army activities should concurrently inform the Army Petroleum Center. In addition, the activity shall provide to the Contractor a point of contact at the activity for reporting such spills. Please refer to the PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION clause for details of the responsibilities of the activity and the Contractor.

18. DELIVERY TIME RESTRICTIONS (DESC JAN 1989)

(a) Notwithstanding any other provision in this contract, the Contractor will make deliveries at the times specified by ordering activities. Activities will make every effort to schedule deliveries of fuel which require transport via the National Capital Beltway (encircling Washington, DC) so that deliveries will be made during non-rush-hour periods.

(b) An activity may schedule deliveries during rush hour times when it determines that its mission would be adversely affected by limiting deliveries to non-rush-hour periods.

19. EPA TESTING OF UNDERGROUND TANKS (DESC JAN 1992)

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.

SEGMENT IV

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLIES TO BE FURNISHED

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, estimated quantities, and award prices are shown below. The quantities shown are only best estimates of required quantities. 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, at the unit prices agreed upon in accordance with the ECONOMIC PRICE ADJUSTMENT clause, the total actual requirements for the products at the locations listed.

(b) All items of the 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) In an emergency, oral orders may be issued but must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

THE SUPPLIES TO BE FURNISHED UNDER CONTRACTS LISTED IN THIS BULLETIN, POINT OF DELIVERY, METHODS OF DELIVERY, ESTIMATED QUANTITIES, PRICES, APPLICABLE CONTRACTS AND ITEM NUMBERS ARE AS FOLLOWS:

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

	United States Army		ARIZONA		

	BELLEMONT, AZ, ARMY, NG, NAVAJO ARMY DEPOT, (FOR USPFO, ARIZONA)				
	COCONINO COUNTY				
	DELIVERY DODAAC: W80T6L				
	BILLING DODAAC : W61LP3				
	ORDERING OFFICE: 602-267-2842				
005-13	DIESEL FUEL #2 (DL2)	147,000	GL	0.790000	98-D-4595
	TANK TRK/TRL (TTR), INTO 1/15,000 GALLON BELOW GROUND TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0730-1430 NOTE: CERTIFIED CAPACITY TABLES REQUIRED				
005-28	GASOLINE, REG UNL (MUR)	67,500	GL	0.870000	98-D-4595
	TANK TRK/TRL (TTR), W/30 FT OF HOSE INTO 1/15,000 GALLON BELOW GROUND TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0730-1430 NOTE: CERTIFIED CAPACITY TABLES REQUIRED NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

	TUCSON, AZ, ARMY, NG, 1750 S. SILVERLAKE RD. 85713-1998, (FOR USPFO, ARIZONA)				
	PIMA COUNTY				
	DELIVERY DODAAC: W61HFS				
	BILLING DODAAC : W61LP3				
	ORDERING OFFICE: 602-267-2842				
010-13	DIESEL FUEL #2 (DL2)	65,700	GL	0.790000	98-D-4603
	TANK TRUCK (TT), W/PUMP INTO 16/7,500 GALLON TANKER TRUCKS (TOP LOADING) NOTE: CERTIFIED DELIVERY TICKETS REQUIRED ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MULTIPLE DROP				

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

	United States Army		ARIZONA		

	FORT HUACHUCA, AZ, ARMY COCHISE COUNTY DELIVERY DODAAC: W61SQP BILLING DODAAC : W61DEV ORDERING OFFICE: 602-533-5414				
020-28	GASOLINE, REG UNL (MUR)	900,000	GL	0.870000	98-D-4605
	TANK TRK/TRL (TTR), INTO 2/25,000 GALLON BELOW GROUND TANK AT BLDG.. #86001 ANTICIPATE 50% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

	FORT HUACHUCA, AZ, ARMY, NG, ETRP 118THAR CAV, NORTH JIM AVE. COCHISE COUNTY DELIVERY DODAAC: W81117 BILLING DODAAC : W61LP3 ORDERING OFFICE: 602-267-2842				
022-13	DIESEL FUEL #2 (DL2)	191,000	GL	0.790000	98-D-4605
	TANK WAGON (TW), INTO 1/2,400 GALLON TANK TRUCK (TOP LOADING) ANTICIPATE 0% ON HIGHWAY USE				

	MESA, AZ, ARMY, NG, BN SUPPLY, 1/180TH FA, OMS #2, 615 N CENTER ST (FOR USPFO, ARIZONA) MARICOPA COUNTY DELIVERY DODAAC: W61LQK BILLING DODAAC : W61LP3 ORDERING OFFICE: 602-267-2842				
030-13	DIESEL FUEL #2 (DL2)	35,000	GL	0.790000	98-D-4605
	TANK WAGON (TW), INTO 3/2,400 GALLON ABOVE GROUND TANK(S) 1/1,200 GALLON TANK TRUCK (TOP LOADING) NOTE: CERTIFIED DELIVERY TICKETS REQUIRED ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0700-1530				

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

	United States Army		ARIZONA		

	YUMA, AZ, ARMY, YUMA PROVING GROUND, KOFA FIRING RANGE, 36 MI NORTH, APPROX 1 MI EAST OF HWY 95 YUMA COUNTY DELIVERY DODAAC: W61HZF BILLING DODAAC : W61HZF ORDERING OFFICE: 602-328-6485/6258				
080-13	DIESEL FUEL #2 (DL2)	224,100	GL	0.790000	98-D-4575
	TANK TRK/TRL (TTR), W/PUMP AND 3" MALE CAM LOK COUPLING INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0600-1400 NOTE: REPORT TO BLDG.. 2660 FOR ESCORT ESCORT REQUIRED				
080-28	GASOLINE, REG UNL (MUR)	537,700	GL	0.870000	98-D-4595
	TANK TRK/TRL (TTR), W/PUMP AND 3" MALE CAM-LOK COUPLING INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0600-1400 NOTE: REPORT TO BLDG. 2660 FOR ESCORT ESCORT REQUIRED NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

DOD- 4

SP0600-98-7000

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

	United States Army		ARIZONA		

	YUMA, AZ, ARMY, YUMA PROVING GROUND, 29 MI N, STATE HWY 95, LEFT AT LAGUNA DAM RD, APPROX 2 MI TURN RIGHT				
	YUMA COUNTY				
	DELIVERY DODAAC: W61HZF BILLING DODAAC : W61HZF ORDERING OFFICE: 520-328-6485/6258				
085-13	DIESEL FUEL #2 (DL2)	305,000	GL	0.790000	98-D-4575
	TANK TRK/TRL (TTR), W/3" MALE CAM-LOC COUPLING (STA. 2) AND 4" MALE QUIK-LOC COUPLING (STA.. 1) INTO 1/15,000 GALLON ABOVE GROUND TANK(S) 1/10,000 GALLON BELOW GROUND TANK ANTICIPATE 2% ON HIGHWAY USE DELIVERY HOURS: 0600-1400 NOTE: REPORT TO BLDG. 2660 FOR ESCORT				
085-139	DIESEL FUEL #2 (DL2)	305,000	GL		PENDING
	TANK TRK/TRL (TTR), W/3" MALE CAM-LOC COUPLING (STA. 2) AND 4" MALE QUIK-LOC COUPLING (STA. 1) INTO 1/15,000 GALLON ABOVE GROUND TANK(S) 1/10,000 GALLON BELOW GROUND TANK ANTICIPATE 2% ON HIGHWAY USE DELIVERY HOURS: 0600-1400 NOTE: REPORT TO BLDG. 2660 FOR ESCORT				
085-28	GASOLINE, REG UNL (MUR)	649,800	GL	0.870000	98-D-4595
	TANK TRK/TRL (TTR), W/4" MALE QUIK-LOC COUPLING (STA. 1) AND 4" MALE CAM LOC COUPLING (STA. 2) INTO 1/15,000 GALLON ABOVE GROUND TANK(S) 1/10,000 GALLON BELOW GROUND TANK ANTICIPATE 1% ON HIGHWAY USE DELIVERY HOURS: 0600-1400 NOTE: REPORT TO BLDG. 2660 FOR ESCORT ESCORT REQUIRED				

NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

085-46 FUEL OIL, BURNER #2 (FS2) 224,100 GL 0.750000 98-D-4613
MAXIMUM SULFUR CONTENT 0.5%

TANK TRK/TRL (TTR), W/PUMP AND 3" QUIK-LOC FEMALE
COUPLING INTO
2/10,000 GALLON ABOVE GROUND TANK(S) AT STA. #2
DELIVERY HOURS: 0600-1400
NOTE: REPORT TO BLDG. 2660 FOR ESCORT
ESCORT REQUIRED

DOD - 5

SP0600-98-7000

ITEM ESTIMATED UNIT CONTRACT
NUMBER QUANTITY UI PRICE SERIAL NR

United States Army CALIFORNIA

BELL,
CA, ARMY, NG, 5300 BANDINI BLVD, (FOR USPFO, CALIFORNIA)
LOS ANGELES COUNTY
DELIVERY DODAAC: W62SJ3
BILLING DODAAC : W81LG6
ORDERING OFFICE: 805-594-6381

106-83 DIESEL FUEL #2, (DYED) (DLS) 70,000 GL 0.790000 98-D-4596

TANK WAGON (TW), INTO
1/8,000 GALLON BELOW GROUND TANK
ANTICIPATE 100% ON HIGHWAY USE

BRADLEY,
CA, ARMY, NG, CAMP ROBERTS, (FOR USPFO, CALIFORNIA)
MONTEREY COUNTY
DELIVERY DODAAC: W62M5K
BILLING DODAAC : W81LG6
ORDERING OFFICE: 805-594-6381

118-08 RFG REGULAR UNLEADED (MRR) 175,000 GL 0.890000 98-D-4584

TANK TRK/TRL (TTR), INTO
2/20,000 GALLON BELOW GROUND TANK
ANTICIPATE 65% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
MULTIPLE DROP

118-13 DIESEL FUEL #2 (DL2) 60,000 GL 0.790000 98-D-4584

FT IRWIN,
CA, ARMY, 35 MI NE OF BARSTOW
SAN BERNARDINO COUNTY
DELIVERY DODAAC: W81G53
BILLING DODAAC : W81G53
ORDERING OFFICE: 760-380-3855

154-08 RFG REGULAR UNLEADED (MRR) 1,270,000 GL 0.890000 98-D-4596

TANK TRK/TRL (TTR), W/PUMP INTO
1/100,000 GALLON ABOVE GROUND TANK(S)
1/12,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 3% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1430 7 DAYS INCLUDING HOLIDAY

DOD- 8

SP0600-98-7000

ITEM ESTIMATED UNIT CONTRACT
NUMBER QUANTITY UI PRICE SERIAL NR

United States Army CALIFORNIA

HERLONG,
CA, ARMY, SIERRA ARMY DEPOT
LASSEN COUNTY
DELIVERY DODAAC: W62G2W
BILLING DODAAC : W62G2W
ORDERING OFFICE: 916-827-4258

166-08 RFG REGULAR UNLEADED (MRR) 350,000 GL 0.890000 98-D-4572

TANK TRK/TRL (TTR), INTO
2/12,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 5% ON HIGHWAY USE
DELIVERY HOURS: 0700-1600
DRIVER MUST STOP AT FRONT GATE FOR ENTRY PASS AND
INSTRUCTIONS.

166-12 DIESEL FUEL #1 (DL1) 1,150,000 GL 0.870000 98-D-4601
MAX CLOUD PT MINUS 30 DEG SEP 1 THRU MAY 31

TANK TRUCK (TT), INTO
 1/10,000 GALLON BELOW GROUND TANK
 ANTICIPATE 100% ON HIGHWAY USE

NATIONAL CITY,
 CA, ARMY, NG, 303 PALM AVE, (FOR USPFO, CALIFORNIA)
 SAN DIEGO COUNTY
 DELIVERY DODAAC: W62SKB
 BILLING DODAAC : W81LG6
 ORDERING OFFICE: 805-594-6381

214-83	DIESEL FUEL #2, (DYED) (DLS)	45,000	GL	0.790000	98-D-4599
--------	------------------------------	--------	----	----------	-----------

TANK WAGON (TW), INTO
 1/5,000 GALLON BELOW GROUND TANK
 1/3,000 GALLON BELOW GROUND TANK
 ANTICIPATE 100% ON HIGHWAY USE

RIVERSIDE,
 CA, ARMY, NG, 2501 FAIRMONT BLVD, (FOR USPFO, CALIFORNIA)
 RIVERSIDE COUNTY
 DELIVERY DODAAC: W62SJ1
 BILLING DODAAC : W81LG6
 ORDERING OFFICE: 805-594-6381

256-83	DIESEL FUEL #2, (DYED) (DLS)	50,000	GL	0.790000	98-D-4596
--------	------------------------------	--------	----	----------	-----------

TANK WAGON (TW), INTO
 1/5,000 GALLON BELOW GROUND TANK
 1/2,000 GALLON BELOW GROUND TANK
 ANTICIPATE 100% ON HIGHWAY USE

DOD- 11

SP0600-98-7000

<u>ITEM</u> <u>NUMBER</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>UI</u>	<u>UNIT</u> <u>PRICE</u>	<u>CONTRACT</u> <u>SERIAL NR</u>
------------------------------	-------------------------------------	-----------	-----------------------------	-------------------------------------

 United States Army CALIFORNIA

SAN MIGUEL,
 CA, ARMY, NG, MATES, CAMP ROBERTS, EAST GARRISON,
 (FOR USPFO, CALIFORNIA)

MONTEREY COUNTY

DELIVERY DODAAC: W62M5F

BILLING DODAAC : W81LG6

ORDERING OFFICE: 805-594-6381

316-08 RFG REGULAR UNLEADED (MRR) 30,000 GL 0.890000 98-D-4596
TANK WAGON (TW), INTO
1/5,000 GALLON BELOW GROUND TANK
ANTICIPATE 100% ON HIGHWAY USE

316-83 DIESEL FUEL #2, (DYED) (DLS) 125,000 GL 0.790000 98-D-4584
TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK
1/5,000 GALLON BELOW GROUND TANK
ANTICIPATE 100% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
MULTIPLE DROP

United States Army NEVADA

HENDERSON,
NV, ARMY, NG, OMS #4, ARMORY,
151 EAST HORIZON RIDGE PKWY, (FOR USPFO, NEVADA)
CLARK COUNTY
DELIVERY DODAAC: W65R3Y
BILLING DODAAC : W65KUC
ORDERING OFFICE: 702-887-7295

370-13 DIESEL FUEL #2 (DL2) 100,000 GL 0.790000 98-D-4599
TANK WAGON (TW), INTO
1/5,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY HOURS: 0800-1500

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR

	United States Army		UTAH		

	DUGWAY, UT, ARMY, PROVING GROUND, APPROX 10 MI FROM MAIN POST ADMIN AREA				
	TOOELE COUNTY				
	DELIVERY DODAAC: W67HY8				
	BILLING DODAAC : W67HY8				
	ORDERING OFFICE: 435-522-2102				
420-12	DIESEL FUEL #1 (DL1)	240,000	GL	0.870000	98-D-4584
	TANK TRK/TRL (TTR), W/PUMP INTO 1/20,000 GALLON TANK(S) 1/12,000 GALLON TANK(S) 2/10,000 GALLON TANK(S) 1/5,000 GALLON TANK(S) ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0900-1130 1230-1500 MON - THURS ONLY DELIVERY: APPROX OCT - MAR MULTIPLE DROP				
420-13	DIESEL FUEL #2 (DL2)	360,000	GL	0.790000	98-D-4584
	TANK TRK/TRL (TTR), W/PUMP INTO 2/20,000 GALLON TANKS 1/12,000 GALLON TANK 2/10,000 GALLON TANKS 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1230 1230-1500 MON - THURS ONLY DELIVERY APPROX APR - SEP MULTIPLE DROP				
420-28	GASOLINE, REG UNL (MUR)	660,000	GL	0.870000	98-D-4584
	TANK TRK/TRL (TTR), W/PUMP INTO 2/20,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1130 1230-1500 MON - THURS ONLY MULTIPLE DROP NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

	United States Army		UTAH		

	DUGWAY, UT, ARMY, PROVING GROUND, APPROX 10 MI FROM MAIN POST ADMIN AREA TOOELE COUNTY DELIVERY DODAAC: W67HY8 BILLING DODAAC : W67HY8 ORDERING OFFICE: 435-522-2102				
420-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %	2,250,000	GL	0.750000	98-D-4609
	TANK TRK/TRL (TTR), W/PUMP AND 20 FT OF HOSE INTO 4/125,000 GALLON TANKS 6/20,000 GALLON TANKS 2/10,000 GALLON TANKS DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1130 1230-1500 MON - THURS ONLY NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY				
420-469	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %	2,250,000	GL		PENDING
	TANK TRK/TRL (TTR), W/PUMP AND 20 FT OF HOSE INTO 4/125,000 GALLON TANKS 6/20,000 GALLON TANKS 2/10,000 GALLON TANKS DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1130 1230-1500 MON - THURS ONLY NOTE: THIS IS A SETASIDE ITEM				

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

	United States Army		UTAH		

	TOOELE, UT, ARMY, ARMY DEPOT, 3MI S ON HWY 36, TO MAIN GATE TOOELE COUNTY DELIVERY DODAAC: W67G22 BILLING DODAAC : W67G22 ORDERING OFFICE: 435-833-3171				
430-13	DIESEL FUEL #2 (DL2)	225,000	GL	0.790000	98-D-4584
	TANK TRK/TRL (TTR), W/PUMP AND 30 FT HOSE INTO 1/12,000 GALLON BELOW GROUND TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0630-1300				
430-28	GASOLINE, REG UNL (MUR)	450,000	GL	0.870000	98-D-4584
	TANK TRK/TRL (TTR), W/30 FT OF HOSE INTO 1/12,000 GALLON BELOW GROUND TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0630-1300 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				
430-34	DIESEL FUEL #2 (DF2)	1,000,000	GL	0.760000	98-D-4588
	TANK TRK/TRL (TTR), W/PUMP AND 30 FT HOSE INTO 1/500,000 GALLON ABOVE GROUND TANK(S) 2/15,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0630-1300 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY				
430-349	DIESEL FUEL #2 (DF2)	1,000,000	GL		PENDING
	TANK TRK/TRL (TTR), W/PUMP AND 30 FT HOSE INTO 1/500,000 GALLON ABOVE GROUND TANK(S) 2/15,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0630-1300 NOTE: THIS IS A SETASIDE ITEM				

BE REQUIRED TO USE PROTECTIVE MASK
 NOTE: ALL DRIVERS ENTERING SOUTH AREA (CHEMICAL
 AGENT AREA) ARE REQUIRED TO ESTABLISH A RED BLOOD
 COUNT - CHOLINESTERASE (RBC-CHE) BASELINE (CAMDS SITE)
 NOTE: THIS IS A SETASIDE ITEM

DOD- 16

SP0600-98-7000

<u>ITEM</u>		<u>ESTIMATED</u>		<u>UNIT</u>	<u>CONTRACT</u>
<u>NUMBER</u>		<u>QUANTITY</u>	<u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

United States Navy		ARIZONA			

YUMA, AZ, NAVY, USMC, AIR STATION YUMA COUNTY DELIVERY DODAAC: N62974 BILLING DODAAC : N62974 ORDERING OFFICE: 520-341-2478					
505-28	GASOLINE, REG UNL (MUR)	430,000	GL	0.870000	98-D-4572
TANK TRUCK (TT), INTO 2/12,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 25% ON HIGHWAY USE DELIVERY HOURS: 0600-1300 MONDAY TO FRIDAY NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
505-68	DIESEL FUEL #2, LOW SULF (LS2)	632,000	GL	0.780000	98-D-4572
TANK TRUCK (TT), INTO 4/12,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0600-1300 MONDAY TO FRIDAY					
505-681	DIESEL FUEL #2, LOW SULF (LS2)	135,000	GL	0.780000	98-D-4572
TANK TRUCK (TT), INTO 1/10,000 GALLON BELOW GROUND TANK LOCATED APPROX 7 MILES FROM THE MCAS MAIN GATE ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0600-1200 MONDAY TO FRIDAY DRIVER TO PICK-UP ESCORT AT BLDG. 301 ESCORT REQUIRED					
505-689	DIESEL FUEL #2, LOW SULF (LS2)	632,000	GL		PENDING
TANK TRUCK (TT), INTO 4/12,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0600-1300 MONDAY TO FRIDAY					

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

United States Navy		CALIFORNIA			

	BARSTOW, CA, NAVY, MCLB, NEBO ANNEX, 4 1/2 MI E, I-40 SAN BERNARDINO COUNTY DELIVERY DODAAC: M62204 BILLING DODAAC : M62204 ORDERING OFFICE: 619-577-6342				
554-08	RFG REGULAR UNLEADED (MRR)	750,000	GL	0.890000	98-D-4572
	TANK TRK/TRL (TTR), INTO 1/20,000 GALLON BELOW GROUND TANK ANTICIPATE 37% ON HIGHWAY USE				
554-68	DIESEL FUEL #2, LOW SULF (LS2)	1,800,000	GL	0.780000	98-D-4584
	TANK TRK/TRL (TTR), W/PUMP INTO 1/20,000 GALLON BELOW GROUND TANK ANTICIPATE 30% ON HIGHWAY USE				

	BRIDGEPORT, CA, NAVY, MOUNTAIN WARFARE TRAINING CENTER, 17 MI N, (FOR CAMP PENDLETON)				
	MONO COUNTY DELIVERY DODAAC: MMCY22 BILLING DODAAC : M00681 ORDERING OFFICE: 760-725-4792				
556-08	RFG REGULAR UNLEADED (MRR)	675,000	GL	0.890000	98-D-4596
	TANK TRUCK (TT), W/PUMP INTO 2/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED				
556-12	DIESEL FUEL #1 (DL1) MAX. CLOUD POINT -40 DEG C	100,000	GL	0.870000	98-D-4570
	TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON ABOVE GROUND TANK(S)				

22300
 DELIVERY HOURS: 0730-1500
 NOTE: ACTIVITY CANNOT USE USED/RECYCLED OIL

DOD - 19

SP0600-98-7000

<u>ITEM</u>		<u>ESTIMATED</u>	<u>UNIT</u>	<u>CONTRACT</u>	
<u>NUMBER</u>		<u>QUANTITY</u>	<u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

United States Navy		CALIFORNIA			

CHINA LAKE, CA, NAVY, NAVAL WEAPONS CENTER KERN COUNTY DELIVERY DODAAC: N60530 BILLING DODAAC : N60530 ORDERING OFFICE: 619-939-2097					
562-08	RFG REGULAR UNLEADED (MRR)	1,500,000	GL	0.890000	98-D-4584
TANK TRK/TRL (TTR), W/PUMP INTO 1/20,000 GALLON BELOW GROUND TANK 1/12,000 GALLON ABOVE GROUND TANK(S) 1/10,000 GALLON ABOVE GROUND TANK(S) 2/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 4% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH DROP DELIVERY HOURS: 0730-1400 1200-1400 MULTIPLE DROP ESCORT REQUIRED					
562-68	DIESEL FUEL #2, LOW SULF (LS2)	525,000	GL	0.780000	98-D-4596
TANK TRK/TRL (TTR), W/PUMP INTO 2/12,000 GALLON ABOVE GROUND TANK(S) 1/10,000 GALLON BELOW GROUND TANK 1/1,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 1% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH DROP DELIVERY HOURS: 0730-1130 1200-1400 ESCORT REQUIRED NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY					

562-689 DIESEL FUEL #2, LOW SULF (LS2) 525,000 GL PENDING

TANK TRK/TRL (TTR), W/PUMP INTO
 2/12,000 GALLON ABOVE GROUND TANK(S)
 1/10,000 GALLON BELOW GROUND TANK
 1/1,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 1% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED FOR EACH DROP
 DELIVERY HOURS: 0730-1130 TUESDAY THRU FRIDAY
 1200-1400
 ESCORT REQUIRED
 NOTE: THIS IS A SETASIDE ITEM

DOD- 20

SP0600-98-7000

ITEM <u>NUMBER</u>		ESTIMATED <u>QUANTITY</u>	UI	UNIT <u>PRICE</u>	CONTRACT <u>SERIAL NR</u>
----- United States Navy CALIFORNIA -----					
CONCORD, CA, NAVY, NAVAL WEAPONS STATION, HWY #4 AND PORT CHICAGO HWY CONTRA COSTA COUNTY DELIVERY DODAAC: N60036 BILLING DODAAC : N60036 ORDERING OFFICE: 925-246-5517					
564-08	RFG REGULAR UNLEADED (MRR)	136,000	GL	0.890000	98-D-4572
TANK TRUCK (TT), W/PUMP AND 20 FOOT HOSE INTO 2/10,000 GALLON TANK(S) AT BLDG IA-17 ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1430 MULTIPLE DROP ESCORT REQUIRED					
564-68	DIESEL FUEL #2, LOW SULF (LS2)	128,000	GL	0.780000	98-D-4596
TANK TRK/TRL (TTR), W/PUMP INTO 2/10,000 GALLON TANK(S) AT BLDG IA-17 2/2,500 GALLON TANKER TRUCKS AT BLDG IA-17 ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1430 MULTIPLE DROP ESCORT REQUIRED					

CORONADO
 CA, NAVY, NAVAL AMPHIBIOUS BASE, (FOR NSC, SAN DIEGO)
 SAN DIEGO COUNTY
 DELIVERY DODAAC: N62021
 BILLING DODAAC : N00244
 ORDERING OFFICE: 619-545-8841

566-08 RFG REGULAR UNLEADED (MRR) 230,000 GL 0.890000 98-D-4599
 TANK WAGON (TW), INTO
 1/4,000 GALLON ABOVE GROUND TANK(S) AT BLDG 103
 ANTICIPATE 85% ON HIGHWAY USE
 DELIVERY HOURS: 0900-1400 MONDAY TO FRIDAY

566-68 DIESEL FUEL #2, LOW SULF (LS2) 150,000 GL 0.780000 98-D-4599
 TANK WAGON (TW), INTO
 1/4,000 GALLON ABOVE GROUND TANK(S) AT BLDG 103
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY HOURS: 0900-1400 MONDAY TO FRIDAY

DOD - 21

SP0600-98-7000

<u>ITEM</u> <u>NUMBER</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>UI</u>	<u>UNIT</u> <u>PRICE</u>	<u>CONTRACT</u> <u>SERIAL NR</u>
------------------------------	-------------------------------------	-----------	-----------------------------	-------------------------------------

 United States Navy CALIFORNIA

EL CENTRO,
 CA, NAVY, NAV AIR FAC, BLDG 400
 IMPERIAL COUNTY
 DELIVERY DODAAC: N60042
 BILLING DODAAC : N00244
 ORDERING OFFICE: 619-545-8841

572-08 RFG REGULAR UNLEADED (MRR) 450,000 GL PENDING
 TANK TRUCK (TT), INTO
 1/10,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 50% ON HIGHWAY USE

572-68 DIESEL FUEL #2, LOW SULF (LS2) 180,000 GL 0.780000 98-D-4572
 TANK TRUCK (TT), INTO
 1/10,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 100% ON HIGHWAY USE

TANK TRUCK (TT), INTO
 1/10,200 GALLON TANK(S)
 ANTICIPATE 40% ON HIGHWAY USE
 DELIVERY HOURS: 0745-1430

LEMOORE,
 CA, NAVY, NAVAL AIR STATION
 KINGS COUNTY
 DELIVERY DODAAC: N63042
 BILLING DODAAC : N00244
 ORDERING OFFICE: 209-998-1326

582-07 RFG MIDGRADE UNLEADED (MMR) 700,000 GL 0.940000 98-D-4584

TANK TRUCK (TT), INTO
 1/25,000 GALLON BELOW GROUND TANK
 1/10,000 GALLON BELOW GROUND TANK
 ANTICIPATE 2% ON HIGHWAY USE

582-68 DIESEL FUEL #2, LOW SULF (LS2) 350,000 GL 0.780000 98-D-4584

TANK TRUCK (TT), INTO
 1/25,000 GALLON BELOW GROUND TANK
 1/10,000 GALLON BELOW GROUND TANK
 ANTICIPATE 1% ON HIGHWAY USE

DOD - 23

SP0600-98-7000

<u>ITEM</u>	<u>ESTIMATED</u>	<u>UNIT</u>	<u>CONTRACT</u>
<u>NUMBER</u>	<u>QUANTITY</u> <u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

 United States Navy CALIFORNIA

MIRAMAR,
 CA, NAVY, MARINE CORP AIR STATION
 SAN DIEGO COUNTY
 DELIVERY DODAAC: M67865
 BILLING DODAAC : N68688
 ORDERING OFFICE: 619-556-0384
 ORDERING DODAAC : N00244

586-07 RFG MIDGRADE UNLEADED (MMR) 950,000 GL 0.940000 98-D-4572

TANK TRUCK (TT), INTO
 1/25,000 GALLON TANK(S)
 1/15,000 GALLON TANK(S)

ANTICIPATE 60% ON HIGHWAY USE
 DELIVERY HOURS: 0730-2000

586-68 DIESEL FUEL #2, LOW SULF (LS2) 456,000 GL 0.780000 98-D-4593

TANK TRUCK (TT), INTO
 1/50,000 GALLON TANK
 1/15,000 GALLON TANK
 1/10,000 GALLON TANK
 1/4,000 GALLON TANK
 1/2,000 GALLON TANK
 ANTICIPATE 40% ON HIGHWAY USE
 DELIVERY HOURS: 0730-2000
 NOTE: DELIVERY TO CONSOLIDATED BRIG RESTRICTED TO
 0800 - 1400 HOURS FOR SECURITY REASONS.
 NOTE: VEHICLES AND PERSONNEL SUBJECT TO SEARCH
 FOR WEAPONS AND CONTRABAND PRIOR TO ENTRY OR EXIT
 FROM BRIG COMPOUND
 MULTIPLE DROP

 Department of Defense CALIFORNIA

MOFFETT FIELD,
 CA, DOD, DFSP MOFFETT FIELD, 10 MI NORTH OF SAN JOSE,
 (ENTER AT SOUTH GATE)

SANTA CLARA COUNTY

 DELIVERY DODAAC: UY7301

 BILLING DODAAC : N63139

 ORDERING OFFICE: 619-556-6733

588-08 RFG REGULAR UNLEADED (MRR) 400,000 GL 0.890000 98-D-4572

TANK TRUCK (TT), W/PUMP INTO
 1/12,000 GALLON TANK(S)
 ANTICIPATE 35% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

588-68 DIESEL FUEL #2, LOW SULF (LS2) 180,000 GL 0.780000 98-D-4596

TANK TRUCK (TT), W/PUMP INTO
 1/12,000 GALLON TANK(S)
 ANTICIPATE 10% ON HIGHWAY USE

DOD- 24

SP0600-98-7000

ITEM	ESTIMATED	UNIT	CONTRACT
<u>NUMBER</u>	<u>QUANTITY</u> <u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

 United States Navy CALIFORNIA

MONTEREY,
 CA, NAVY, NAVAL POST GRADUATE SCHOOL, SLOAT AND 3RD ST,

(FOR NSC, OAKLAND)

MONTEREY COUNTY

DELIVERY DODAAC: N62271
BILLING DODAAC : N62271
ORDERING OFFICE: 408-656-2638

590-08	RFG REGULAR UNLEADED (MRR)	125,400	GL	0.890000	98-D-4582
	TANK WAGON (TW), INTO 1/2,000 GALLON TANK(S) ANTICIPATE 25% ON HIGHWAY USE				
590-68	DIESEL FUEL #2, LOW SULF (LS2)	57,000	GL	0.780000	98-D-4582
	TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE				
590-70	DIESEL FUEL #2, HIGH SUL (HS2)	57,000	GL		PENDING
	TANK WAGON (TW), INTO 1/6,000 GALLON TANK(S) 2/250 GALLON TANK(S) ANTICIPATE 0% ON HIGHWAY USE				

MONTEREY
CA, NAVY, FLEET NUMERICAL METEOROLOGY AND
OCEANOGRAPHY CENTER AIRPORT ROAD

MONTEREY COUNTY

DELIVERY DODAAC: N63134
BILLING DODAAC : N63134
ORDERING OFFICE: 408-656-4437

591-68	DIESEL FUEL #2, LOW SULF (LS2)	60,000	GL	0.780000	98-D-4596
	TANK WAGON (TW), INTO 1/12,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE				

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

United States Navy		CALIFORNIA			

NILAND CA, NAVY, CAMP BILL MACHAN, SEAL DESERT TRAINING FACILITY					
IMPERIAL COUNTY DELIVERY DODAAC: N60042 BILLING DODAAC : N00244 ORDERING OFFICE: 619-545-8841					
593-08	RFG REGULAR UNLEADED (MRR)	45,000	GL		PENDING
	TANK WAGON (TW), INTO 1/6,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE				
593-68	DIESEL FUEL #2, LOW SULF (LS2)	75,000	GL		PENDING
	TANK TRUCK (TT), INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 7,500 GALLONS				

POINT MUGU, CA, NAVY, NAVAL AIR WEAPONS STATION, ST HWY #1, 60 MI NW OF LOS ANGELES, ENTRANCE THROUGH GATE 3 VENTURA COUNTY DELIVERY DODAAC: N63126 BILLING DODAAC : N63126 ORDERING OFFICE: 805-989-8325					
602-08	RFG REGULAR UNLEADED (MRR)	900,000	GL	0.890000	98-D-4596
	TANK TRK/TRL (TTR), INTO 2/26,000 GALLON ABOVE GROUND TANK(S) 1/15,000 GALLON BELOW GROUND TANK 1/12,000 GALLON BELOW GROUND TANK ANTICIPATE 5% ON HIGHWAY USE				
602-10	GASOLINE AVIATION (100LL)	150,000	GL	0.000000	98-D-4592
	TANK TRK/TRL (TTR), INTO 2/26,000 GALLON ABOVE GROUND TANK(S)				
602-68	DIESEL FUEL #2, LOW SULF (LS2)	360,000	GL	0.780000	98-D-4584
	TANK TRK/TRL (TTR), INTO 1/26,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 5% ON HIGHWAY USE				

ITEM	ESTIMATED	UNIT	CONTRACT	
<u>NUMBER</u>	<u>QUANTITY</u>	<u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

United States Navy				
CALIFORNIA				

SAN DIEGO, CA, NAVY, NAS NORTH ISLAND, (FOR TRANSFER TO SAN CLEMENTE ISLAND) SAN DIEGO COUNTY DELIVERY DODAAC: N31466 BILLING DODAAC : N00244 ORDERING OFFICE: 619-545-8841				
610-08	RFG REGULAR UNLEADED (MRR)	350,000 GL	0.890000	98-D-4599
TANK TRK/TRL (TTR), INTO 1/50,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE				

SAN DIEGO, CA, NAVY, NAVAL AIR STATION NORTH ISLAND SAN DIEGO COUNTY DELIVERY DODAAC: N00246 BILLING DODAAC : N00244 ORDERING OFFICE: 619-545-8841				
612-08	RFG REGULAR UNLEADED (MRR)	1,300,000 GL	0.890000	98-D-4599
TANK TRK/TRL (TTR), INTO 1/50,000 GALLON BELOW GROUND TANK AT BLDG B-426 2/20,000 GALLON BELOW GROUND TANK(S) AT BLDG B-588 ANTICIPATE 40% ON HIGHWAY USE				
612-68	DIESEL FUEL #2, LOW SULF (LS2)	800,000 GL	0.780000	98-D-4596
TANK TRUCK (TT), INTO 1/50,000 GALLON BELOW GROUND TANK AT BLDG B-426 ANTICIPATE 10% ON HIGHWAY USE				

NOTE: DELIVERIES MUST BE MADE NO EARLIER THAN
0730. OFFLOADING SHOULD BE COMPLETED NO LATER
THAN 1530.

616-681 DIESEL FUEL #2, LOW SULF (LS2) 250,000 GL 0.780000 98-D-4599

TANK WAGON (TW), INTO
2/5,000 GALLON TANKS TOP LOADING AT PWC CRANE LOT
#218 & ALONGSIDE MOLE PIER ADJACENT TO BLDG 199 NS
ANTICIPATE 100% ON HIGHWAY USE
NOTE: DELIVERIES MAY BE REQUIRED ON SATURDAYS,SUNDAYS AND HOLIDAYS

616-682 DIESEL FUEL #2, LOW SULF (LS2) 563,000 GL 0.780000 98-D-4599

TANK WAGON (TW), INTO
1/8,000 GALLON TANK(S) AT BLDG 305
ANTICIPATE 70% ON HIGHWAY USE
DELIVERY HOURS: 0730-1530
NOTE: DELIVERIES MAY BE REQUIRED ON SATURDAYS,SUNDAYS AND HOLIDAYS

DOD - 29

SP0600-98-7000

ITEM	ESTIMATED	UNIT	CONTRACT
<u>NUMBER</u>	<u>QUANTITY</u> <u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

United States Navy CALIFORNIA

SAN DIEGO,
CA, NAVY, NAVAL BASE, (FOR PWC SAN DIEGO)
SAN DIEGO COUNTY
DELIVERY DODAAC: N00245
BILLING DODAAC : N63387
ORDERING OFFICE: 619-556-1583

630-68 DIESEL FUEL #2, LOW SULF (LS2) 250,000 GL 0.780000 98-D-4599

TANK WAGON (TW), INTO
1/5,000 GALLON TANK TRUCK TOP LOADING
1/2,000 GALLON TANK TRUCK TOP LOADING
TRUCKS LOCATED AT BLDG 3509
ANTICIPATE 5% ON HIGHWAY USE

SAN DIEGO
CA, NAVY, ALONGSIDE QUAYWALL,
32ND ST AND HARBOR DRIVE, (FOR PWC)

SAN DIEGO COUNTY

DELIVERY DODAAC: N63387
 BILLING DODAAC : N63387
 ORDERING OFFICE: 619-556-8682

640-94 DIESEL FUEL, LS#2 (DYED) (LSS) 500,000 GL 0.780000 98-D-4593

TANK TRUCK (TT),
 INTO FLOATING CRANE BARGE
 ANTICIPATE 0% ON HIGHWAY USE

SAN DIEGO,
 CA, NAVY, NAVAL TRAINING CTR, (FOR PWC SAN DIEGO)
 SAN DIEGO COUNTY

DELIVERY DODAAC: N00247
 BILLING DODAAC : N63387
 ORDERING OFFICE: 619-556-1583

650-08 RFG REGULAR UNLEADED (MRR) 400,000 GL 0.890000 98-D-4599

TANK WAGON (TW), INTO
 1/10,000 GALLON TANK(S) AT BLDG 361
 ANTICIPATE 70% ON HIGHWAY USE
 DELIVERY HOURS: 0730-1530
 NOTE: DELIVERIES MUST BE MADE NO EARLIER THAN
 0730 AND OFFLOADING SHOULD BE COMPLETED NO LATER
 THAN 1530.

DOD- 30

SP0600-98-7000

<u>ITEM</u> <u>NUMBER</u>	<u>ESTIMATED</u> <u>QUANTITY</u> <u>UI</u>	<u>UNIT</u> <u>PRICE</u>	<u>CONTRACT</u> <u>SERIAL NR</u>
------------------------------	---	-----------------------------	-------------------------------------

 United States Navy CALIFORNIA

SEAL BEACH,
 CA, NAVY, NAVWPNSTA, WESTMINSTER GATE (17TH ST),
 E OF SEAL BEACH BLVD AND WESTMINSTER AVE INTERSECTION

ORANGE COUNTY
 DELIVERY DODAAC: N60701
 BILLING DODAAC : N60701
 ORDERING OFFICE: 562-626-7865

656-08 RFG REGULAR UNLEADED (MRR) 300,000 GL 0.890000 98-D-4596

TANK TRUCK (TT), INTO
 1/25,000 GALLON TANK(S)
 ANTICIPATE 40% ON HIGHWAY USE
 DELIVERY HOURS: 0745-1430

656-68 DIESEL FUEL #2, LOW SULF (LS2) 170,000 GL 0.780000 98-D-4582

TANK TRUCK (TT), INTO
 1/15,000 GALLON TANK(S)
 ANTICIPATE 50% ON HIGHWAY USE
 DELIVERY HOURS: 0745-1430

665-13

DIESEL FUEL #2 (DL2)

2,750,000 GL

0.790000

98-D-4572

TANK TRK/TRL (TTR), W/PUMP AND SEALS INTO
 6/50,000 GALLON ABOVE GROUND TANK(S)
 5/20,000 GALLON BELOW GROUND TANK
 1/15,000 GALLON ABOVE GROUND TANK(S)
 1/10,000 GALLON BELOW GROUND TANK
 2/8,000 GALLON ABOVE GROUND TANK(S)
 5/20,000 GALLON BLADDERS (TEMPORARY AT CAMP WILSON
 AND SAND HILL)
 ALL STORAGE TANKS ARE LOCATED AT BLDGS 1138, 1577,
 1933, 1971, 2024, 2044, THE NAVAL HOSPITAL, CAMP
 WILSON AND SAND HILL.
 ESCORT WILL BE PROVIDED FROM BLDG 1138 TO OTHER BLDGS.
 BLDGS 1577, 1933, 1971, 2024 & 2044 ARE APPROX 2
 MILES ONE WAY; CAMP WILSON IS 9 MILES ONE WAY;
 SAND HILL IS 12 MILES ONE WAY AND THE HOSPITAL IS
 500 YARDS ONE WAY.
 ANTICIPATE 5% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED FOR EACH DROP
 DELIVERY HOURS: 0630-1400
 EXCEPT W/PRIOR NOTICE
 NOTE: VEHICLES DELIVERING TO CAMP WILSON AND SAND
 HILL WILL REQUIRE DUAL AXLE
 NOTE: MINIMUM FREE TIME REQUIRED IS 1 1/2 HRS
 MULTIPLE DROP
 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB
 PREFERENTIAL CONSIDERATION WILL APPLY

DOD- 32

SP0600-98-7000

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNIT
PRICE

CONTRACT
SERIAL NR

 United States Navy CALIFORNIA

TWENTYNINE PALMS,
 CA, NAVY, MARINE CORPS AIR GROUND COMBAT CENTER
 SAN BERNARDINO COUNTY
 DELIVERY DODAAC: M67399
 BILLING DODAAC : M67399
 ORDERING OFFICE: 760-830-6537

665-139

DIESEL FUEL #2 (DL2)

2,750,000 GL

PENDING

TANK TRK/TRL (TTR), W/PUMP AND SEALS INTO
 6/50,000 GALLON ABOVE GROUND TANK(S)
 5/20,000 GALLON BELOW GROUND TANK
 1/15,000 GALLON ABOVE GROUND TANK(S)

1/10,000 GALLON BELOW GROUND TANK
 2/8,000 GALLON ABOVE GROUND TANK(S)
 5/20,000 GALLON BLADDERS (TEMPORARY AT CAMP WILSON
 AND SAND HILL)
 ALL STORAGE TANKS ARE LOCATED AT BLDGS 1138, 1577,
 1933, 1971, 2024, 2044, THE NAVAL HOSPITAL, CAMP
 WILSON AND SAND HILL.
 ESCORT WILL BE PROVIDED FROM BLDG 1138 TO OTHER BLDGS.
 BLDGS 1577, 1933, 1971, 2024 & 2044 ARE APPROX 2
 MILES ONE WAY; CAMP WILSON IS 9 MILES ONE WAY;
 SAND HILL IS 12 MILES ONE WAY AND THE HOSPITAL IS
 500 YARDS ONE WAY.
 ANTICIPATE 5% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED FOR EACH DROP
 DELIVERY HOURS: 0630-1400
 EXCEPT W/PRIOR NOTICE
 NOTE: VEHICLES DELIVERING TO CAMP WILSON AND SAND
 HILL WILL REQUIRE DUAL AXLE
 NOTE: MINIMUM FREE TIME REQUIRED IS 1 1/2 HRS
 MULTIPLE DROP
 NOTE: THIS IS A SETASIDE ITEM

DOD- 33

SP0600-98-7000

<u>ITEM</u>	<u>ESTIMATED</u>	<u>UNIT</u>	<u>CONTRACT</u>
<u>NUMBER</u>	<u>QUANTITY</u> <u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>

 United States Navy NEVADA

FALLON,
 NV, NAVY, NAVAL AIR STATION
 CHURCHILL COUNTY
 DELIVERY DODAAC: N60495
 BILLING DODAAC : N60495
 ORDERING OFFICE: 702-426-2906

AZ, USAF, AETC, AF AUX. FLD, HWY #85,
(FOR TT LUKE AFB),

MARICOPA COUNTY

DELIVERY DODAAC: FP4887

ORDERING OFFICE: 602-856-6348

755-08 RFG REGULAR UNLEADED (MRR) 133,000 GL 0.727600 98-D-4595

TANK WAGON (TW), INTO
1/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG. #24
ANTICIPATE 80% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
W/TEMP CONVERSION
MINIMUM DELIVERY: 5,200 GALLONS

755-13 DIESEL FUEL #2 (DL2) 130,000 GL 0.617200 98-D-4595

TANK WAGON (TW), INTO
1/7,600 GALLON ABOVE GROUND TANK(S) AT
FACILITY #17

ANTICIPATE 30% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

W/TEMP CONVERSION
MINIMUM DELIVERY: 5,200 GALLONS
DL-2 UTILIZED YEAR ROUND

LUKE AFB,
AZ, USAF, AETC, 56FW,
GLENDALE AVE AND LITCHFIELD ROAD,
ENTER THROUGH NORTH GATE TO POL AREA, BLDG. #312

MARICOPA COUNTY

DELIVERY DODAAC: FP4887

ORDERING OFFICE: 602-856-6348

760-08 RFG REGULAR UNLEADED (MRR) 397,000 GL 0.716600 98-D-4595

TANK TRUCK (TT), W/PUMP INTO
1/25,000 GALLON ABOVE GROUND TANK(S) AT BLDG. 335
1/15,000 GALLON BELOW GROUND TANK AT BLDG. 321
ANTICIPATE 90% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
W/TEMP CONVERSION
MINIMUM DELIVERY: 5,200 GALLONS
MULTIPLE DROP

760-13 DIESEL FUEL #2 (DL2) 530,000 GL 0.601820 98-D-4596

TANK TRUCK (TT), W/PUMP INTO
1/50,000 GALLON BELOW GROUND TANK AT BLDG. 321
1/8,000 GALLON ABOVE GROUND TANK(S) AT BLDG. 335
ANTICIPATE 80% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
W/TEMP CONVERSION
MINIMUM DELIVERY: 5,200 GALLONS
DL-2 UTILIZED YEAR ROUND
MULTIPLE DROP

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

United States Air Force		ARIZONA			

PHOENIX, AZ, USAF, ANG, 161 AREFG, 32ND ST AND WATKINS ROAD, I 17, (GUARD AT ENTRY POINT WILL DIRECT TO LOCATION) MARICOPA COUNTY DELIVERY DODAAC: FB6021 ORDERING OFFICE: 602-231-8233					
765-08	RFG REGULAR UNLEADED (MRR)	26,000	GL	0.809600	98-D-4605
TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 1% ON HIGHWAY USE DELIVERY HOURS: 0700-1030 1230-1500 MONDAY TO FRIDAY					
765-13	DIESEL FUEL #2 (DL2)	60,000	GL	0.616700	98-D-4603
TANK WAGON (TW), INTO 1/7,500 GALLON TANK AT BLDG. 30 ANTICIPATE 1% ON HIGHWAY USE DELIVERY HOURS: 0700-1030 1230-1500 MONDAY TO FRIDAY					

TUCSON, AZ, USAF, ANG, 162 FW, TUCSON IAP, HWY 1-10 PIMA COUNTY DELIVERY DODAAC: FP6022 ORDERING OFFICE: 520-295-2113					
770-13	DIESEL FUEL #2 (DL2)	105,000	GL	0.619700	98-D-4603
TANK WAGON (TW), W/3" DIAMETER HOSE INTO 1/6,000 GALLON TANK AT BLDG. 27 ANTICIPATE 3% ON HIGHWAY USE					
770-28	GASOLINE, REG UNL (MUR)	83,000	GL	0.688400	98-D-4603
TANK WAGON (TW), W/3" DIAMETER HOSE INTO 2/6,000 GALLON TANKS ANTICIPATE 20% ON HIGHWAY USE					

ITEM	ESTIMATED	UNIT	CONTRACT		
<u>NUMBER</u>	<u>QUANTITY</u>	<u>UI</u>	<u>PRICE</u>	<u>SERIAL NR</u>	
----- United States Air Force CALIFORNIA -----					
BEALE AFB, CA, USAF, ACC, 9 SUPS, ST HWY 70 AT N BEALE RD, TRUCKS ENTER MAIN GATE YUBA COUNTY DELIVERY DODAAC: FP4686 ORDERING OFFICE: 530-634-2875					
776-08	RFG REGULAR UNLEADED (MRR)	520,000	GL	0.725850	98-D-4574
TANK TRUCK (TT), W/PUMP AND 20 FEET OF HOSE INTO 2/25,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED AVERAGE DELIVERY: 8,800 GALLONS NOTE: DRIVER MUST REPORT TO BLDG.. 420 PRIOR TO AND AFTER DELIVERY NOTE: OFFLOADING REQUIRES 2 HOURS					
776-13	DIESEL FUEL #2 (DL2)	1,225,000	GL	0.621550	98-D-4574
TANK TRUCK (TT), W/PUMP AND 20 FT HOSE INTO 4/40,000 GALLON ABOVE GROUND TANK(S) 3/20,000 GALLON ABOVE GROUND TANK(S) 2/10,000 GALLON ABOVE GROUND TANK(S) 1/9,000 GALLON ABOVE GROUND TANK(S) 2/7,500 GALLON ABOVE GROUND TANK(S) 1/5,000 GALLON ABOVE GROUND TANK(S) 1/1,000 GALLON ABOVE GROUND TANK(S) TANKS LOCATED AT BLDG.S 5766, 5761, 5702, 2145 AND 400 ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED AVERAGE DELIVERY: 7,500 GALLONS NOTE: FOR CONTRACTOR TO BE ALLOWED ENTRY TO BLDG. 5761 AREA, CONTRACTOR MUST PROVIDE LETTER W/NAME, SSN & CITIZENSHIP STATUS OF ALL DRIVERS. DRIVER MUST REPORT TO BLDG. #420 PRIOR TO AND AFTER DELIVERY OFF LOADING REQUIRES 2 HOURS MULTIPLE DROP					

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>

United States Air Force		CALIFORNIA			

EDWARDS AFB, CA, USAF, AIR FORCE RESEARCH LABORATORY, 35 MI E, EAST SIDE OF LAKE, US HWY 58 KERN COUNTY DELIVERY DODAAC: FP2805 ORDERING OFFICE: 805-277-2281					
786-08	RFG REGULAR UNLEADED (MRR)	285,000	GL	0.830950	98-D-4584
TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK AT BLDG. 8409 1/5,000 GALLON TANK AT BLDG. 9505 ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 MULTIPLE DROP					
786-13	DIESEL FUEL #2 (DL2)	125,000	GL	0.726950	98-D-4584
TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK AT BLDG. 8409 1/5,000 GALLON TANK AT BLDG. 9505 ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 MULTIPLE DROP					

EDWARDS AFB, CA, USAF, AFMC, 95TH ABW, US HWYS #58 AND #14 KERN COUNTY DELIVERY DODAAC: FP2805 ORDERING OFFICE: 805-277-2281					
791-08	RFG REGULAR UNLEADED (MRR)	1,600,000	GL	0.827550	98-D-4584
TANK TRUCK (TT), INTO 2/15,000 GALLON TANKS 1/10,000 GALLON TANK LOCATED AT BLDG.'S 2304 AND 1419 ANTICIPATE 100% ON HIGHWAY USE DELIVERY HOURS: 0730-1400					
791-13	DIESEL FUEL #2 (DL2)	485,000	GL	0.676200	98-D-4593
TANK TRUCK (TT), INTO 1/25,000 GALLON TANK 1/15,000 GALLON TANK					

LOCATED AT BLDG.'S 2340 AND 1418
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY HOURS: 0730-1400
 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB
 PREFERENTIAL CONSIDERATION WILL APPLY

791-139 DIESEL FUEL #2 (DL2) 485,000 GL PENDING
 TANK TRUCK (TT), INTO
 1/25,000 GALLON TANK
 1/15,000 GALLON TANK
 LOCATED AT BLDG.'S 2340 AND 1418
 ANTICIPATE 100% ON HIGHWAY USE
 DELIVERY HOURS: 0730-1400
 NOTE: THIS IS A SETASIDE ITEM

DOD - 39

SP0600-98-7000

<u>ITEM NUMBER</u>	<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>
--------------------	---------------------------	-----------	-------------------	---------------------------

 United States Air Force CALIFORNIA

FRESNO,
 CA, USAF, ANG, 144 FW, FRESNO AIR TERMINAL,
 ANG BASE ST HWY 180 EAST
 FRESNO COUNTY
 DELIVERY DODAAC: FB6044
 ORDERING OFFICE: 209-454-5128

796-07	RFG MIDGRADE UNLEADED (MMR)	45,000	GL	0.808290	98-D-4596
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BASE MOTOR POOL BLDG. 340 ANTICIPATE 0% ON HIGHWAY USE				

796-13	DIESEL FUEL #2 (DL2)	60,000	GL	0.665100	98-D-4596
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BASE MOTOR POOL BLDG. 340 ANTICIPATE 0% ON HIGHWAY USE				

MARCH AFB,
 CA, USAF, AMC, 452 LSS/LGSF, US HWY 1215E
 RIVERSIDE COUNTY
 DELIVERY DODAAC: FP4664
 ORDERING OFFICE: 714-655-2048

806-081	RFG REGULAR UNLEADED (MRR)	200,000	GL	0.742650	98-D-4572
	TANK TRUCK (TT), W/25 FT OF HOSE INTO 2/15,000 GALLON TANKS AT BLDG. 2495 ANTICIPATE 0% ON HIGHWAY USE NOTE 1: DRIVER CHECK IN/OUT AT BLDG. 1217 NOTE 2: CONTRACTOR TO CALL 909-655-4188/3126 (452 FUELS MANAGEMENT FLIGHT OPERATIONS FACILITY) BLDG. 1217 PRIOR TO DELIVERY				

806-082	RFG REGULAR UNLEADED (MRR)	25,000	GL	0.776520	98-D-4596
	TANK WAGON (TW), INTO 1/4,000 GALLON TANK AT BLDG. 440 ANTICIPATE 0% ON HIGHWAY USE NOTE: DRIVER CHECK IN/OUT AT BLDG. 1217				

NORTH HIGHLANDS

CA, USAF, ANG, 149TH CCS,
3900 ROSEVILLE RD, I 80 TO LONGVIEW AVE

SACRAMENTO COUNTY

DELIVERY DODAAC: FP6041
ORDERING OFFICE: 415-603-9274

821-13	DIESEL FUEL #2 (DL2)	30,000	GL	0.640250	98-D-4574
	TANK WAGON (TW), INTO 1/4,000 GALLON TANK AT BLDG. 4 ANTICIPATE 95% ON HIGHWAY USE				

DOD- 41

SP0600-98-7000

<u>ITEM NUMBER</u>	<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>	

	United States Air Force	CALIFORNIA			

	PORT HUENEME, CA, USAF, ANG, 146 AW, CHANNEL ISLANDS ANGB, 4146 NAVALAIR RD				
	VENTURA COUNTY				
	DELIVERY DODAAC: FP6043 ORDERING OFFICE: 805-986-7971				
831-08	RFG REGULAR UNLEADED (MRR)	33,000	GL	0.752200	98-D-4596
	TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG. 137 ANTICIPATE 10% ON HIGHWAY USE				
831-13	DIESEL FUEL #2 (DL2)	63,000	GL	0.732300	98-D-4576
	TANK WAGON (TW), INTO 2/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE				

TRAVIS AFB,
 CA, USAF, AMC, I 80 TO STATE RD #12
 SOLANO COUNTY
 DELIVERY DODAAC: FP4427
 ORDERING OFFICE: 707-424-3393/5583

836-08 RFG REGULAR UNLEADED (MRR) 715,000 GL 0.715850 98-D-4574

TANK TRUCK (TT), W/PUMP INTO
 2/20,000 GALLON TANK
 1/10,000 GALLON TANK
 LOCATED AT BLDG.'S 1741 (AFSS) AND 41 (AGE)
 ANTICIPATE 15% ON HIGHWAY USE
 3 DELIVERY TICKETS REQUIRED
 MULTIPLE DROP

836-13 DIESEL FUEL #2 (DL2) 1,600,000 GL 0.621750 98-D-4599

TANK TRUCK (TT), W/PUMP INTO
 1/350,000 GALLON TANK
 3/25,000 GALLON TANKS
 1/20,000 GALLON TANK
 1/10,000 GALLON TANK
 LOCATED AT BLDG.'S 1769F (BULK), 1741 (AFSS), 779
 (HOSP) AND 41 (AGE)
 ANTICIPATE 15% ON HIGHWAY USE
 MULTIPLE DROP

DOD - 42

SP0600-98-7000

<u>ITEM NUMBER</u>	<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>
------------------------	-------------------------------	-----------	-----------------------	-------------------------------

 United States Air Force CALIFORNIA

VANDENBERG AFB,
 CA, USAF, SPC, 30LSS LGSF, STATE HWY #001
 SANTA BARBARA COUNTY
 DELIVERY DODAAC: FP4610
 ORDERING OFFICE: 805-734-8232/8842

841-08 RFG REGULAR UNLEADED (MRR) 2,850,000 GL 0.762300 98-D-4598

TANK TRUCK (TT), W/PUMP AND 18 FT OF HOSE INTO
 2/20,000 GALLON TANKS
 3/10,000 GALLON TANKS
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY HOURS: 0800-1100
 1300-1600
 MINIMUM DELIVERY: 8,800 GALLONS
 TRUCKS REPORT TO BLDG. 1705.
 CONTRACTOR SHALL PROVIDE COPY OF FULL
 SPECIFICATION TEST REPORT WITH EACH DELIVERY TO
 INCLUDE HHV, BTU AND THE REID VAPOR PRESSURE
 CONVERTED TO TRUE VAPOR PRESSURE.
 MULTIPLE DROP

841-131 DIESEL FUEL #2 (DL2) 800,000 GL 0.645500 98-D-4598

TANK TRUCK (TT), W/18 FT OF HOSE INTO
 1/125,000 GALLON TANK
 1/10,000 GALLON TANK
 TANKS ARE LOCATED AT BLDG.'S 1701 AND 10726
 ANTICIPATE 74% ON HIGHWAY USE
 DELIVERY HOURS: 0800-1100
 1300-1600
 MINIMUM DELIVERY: 7,500 GALLONS
 NOTE: BILLS OF LADING SHALL REFLECT SULFUR
 CONTENT CONTRACTOR SHALL PROVIDE COPY OF FULL
 SPEC. TEST REPORT WITH EACH DELIVERY TO INCLUDE
 HHV BTU, SULFUR CONTENT (.05 OR BELOW) AND THE
 REID VAPOR PRESSURE CONVERTED TO TRUE VAPOR PRESSURE.
 TRUCKS REPORT TO BLDG.1705
 MULTIPLE DROP
 ESCORT REQUIRED
 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB
 PREFERENTIAL CONSIDERATION WILL APPLY

841-139 DIESEL FUEL #2 (DL2) 800,000 GL PENDING

TANK TRUCK (TT), W/18 FT HOSE INTO
 1/125,000 GALLON TANK
 1/10,000 GALLON TANK
 LOCATED AT BLDG.'S 1701 AND 10726
 ANTICIPATE 74% ON HIGHWAY USE
 DELIVERY HOURS: 0800-1100
 1300-1600
 MINIMUM DELIVERY: 7,500 GALLONS
 NOTE: BILLS OF LADING SHALL REFLECT SULFUR
 CONTENT CONTRACTOR SHALL PROVIDE COPY OF FULL
 SPEC. TEST REPORT WITH EACH DELIVERY TO INCLUDE
 HHV BTU, SULFUR CONTENT (.05 OR BELOW) AND THE
 REID VAPOR PRESSURE CONVERTED TO TRUE VAPOR PRESSURE.
 TRUCKS REPORT TO BUILDING 1705
 MULTIPLE DROP
 ESCORT REQUIRED
 NOTE: THIS IS A SETASIDE ITEM

DOD - 43

SP0600-98-7000

<u>ITEM NUMBER</u>	<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>
------------------------	-------------------------------	-----------	-----------------------	-------------------------------

 United States Air Force CALIFORNIA

VAN NUYS,
 CA, USAF, ANG, SEPULVEDA ANG STATION, 261 MCS,
 I-405 AND US #101, 15900 VICTORY BLVD

LOS ANGELES COUNTY
 DELIVERY DODAAC: FP6043
 ORDERING OFFICE: 818-909-2447

846-13 DIESEL FUEL #2 (DL2) 30,000 GL 0.650000 98-D-4596

TANK WAGON (TW), INTO
 1/6,000 GALLON BELOW GROUND TANK
 ANTICIPATE 10% ON HIGHWAY USE

 United States Air Force NEVADA

BEATTY,
NV, USAF, ACC, N ON HWY 95, 18 MI TO MARKER 78,
R ON PAVED RD, 3 MI TO RGE COMP Y AREA,
TOLICHA PK (FOR INDIAN SPRINGS AAF)

NYE COUNTY

DELIVERY DODAAC: FP4817

ORDERING OFFICE: 702-652-0127

851-12	DIESEL FUEL #1 (DL1)	276,000	GL	0.784500	98-D-4584
	TANK TRUCK (TT), INTO 1/15,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY NOV THRU MAR NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN, DATE/PLACE OF BIRTH AND DRIVERS LIC NO. ONE WEEK PRIOR TO DELIVERY. (FOR SECURITY PURPOSES)				
851-13	DIESEL FUEL #2 (DL2)	240,000	GL	0.679500	98-D-4584
	TANK TRUCK (TT), INTO 1/15,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY APR THRU OCT NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN, DATE/PLACE OF BIRTH AND DRIVERS LIC NO. ONE WEEK PRIOR TO DELIVERY. (FOR SECURITY PURPOSES)				
851-28	GASOLINE, REG UNL (MUR)	345,000	GL	0.745500	98-D-4584
	TANK TRUCK (TT), INTO 1/10,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN, DATE/PLACE OF BIRTH AND DRIVERS LIC NO. ONE WEEK PRIOR TO DELIVERY. (FOR SECURITY PURPOSES) NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

DOD- 44

SP0600-98-7000

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNIT
PRICE

CONTRACT
SERIAL NR

United States Air Force NEVADA

INDIAN SPRINGS,
NV, USAF, ACC, AF AUX. FLD, 42 MI NW OF LAS VEGAS,
US HWY #95, (FOR INDIAN SPRINGS)

CLARK COUNTY

DELIVERY DODAAC: FP4817

ORDERING OFFICE: 702-652-0127

860-12	DIESEL FUEL #1 (DL1)	210,000	GL	0.767850	98-D-4599
	TANK TRUCK (TT), INTO 2/5,000 GALLON INTERCONNECTING ABOVE GROUND TANKS AT FAC 660 ANTICIPATE 0% ON HIGHWAY USE NOTE: DELIVERY NOV THRU MAR				
860-13	DIESEL FUEL #2 (DL2)	120,000	GL	0.644460	98-D-4600
	TANK TRUCK (TT), INTO 2/5,000 GALLON INTERCONNECTING ABOVE GROUND TANKS AT FAC 660 ANTICIPATE 0% ON HIGHWAY USE NOTE: DELIVERY APR THRU OCT				
860-28	GASOLINE, REG UNL (MUR)	270,000	GL	0.734500	98-D-4584
	TANK TRUCK (TT), INTO 2/5,000 GALLON INTERCONNECTING ABOVE GROUND TANKS AT FAC 660 ANTICIPATE 0% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

DOD- 45

SP0600-98-7000

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNIT
PRICE

CONTRACT
SERIAL NR

United States Air Force NEVADA

LAKE MEAD,
NV, USAF, ACC, LAKE MEAD BASE, APPROX 9 MI NE OF LAS VEGAS
ON HWY #91/93, E ON ACCESS RD, 5 MI, (FOR NELLIS AFB)

CLARK COUNTY

NELLIS AFB,
 NV, USAF, ACC, 7 MI NE OF Las Vegas ON US HWY #91
 CLARK COUNTY
 DELIVERY DODAAC: FP4852
 ORDERING OFFICE: 702-652-8311

890-13	DIESEL FUEL #2 (DL2)	1,075,000	GL	0.628960	98-D-4600
	TANK TRUCK (TT), INTO 1/25,000 GALLON BELOW GROUND TANK 1/20,000 GALLON BELOW GROUND TANK 1/2,200 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH DROP MULTIPLE DROP				

890-28	GASOLINE, REG UNL (MUR)	1,520,000	GL	0.714500	98-D-4584
	TANK TRUCK (TT), INTO 2/25,000 GALLON BELOW GROUND TANK 1/6,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH DROP MULTIPLE DROP NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

RENO,
 NV, USAF, ANG, 152 RG, US RT. 395-S,
 INTERNATIONAL AIRPORT
 WASHOE COUNTY/RENO TOWNSHIP
 DELIVERY DODAAC: FP6281
 ORDERING OFFICE: 702-788-4662

900-12	DIESEL FUEL #1 (DL1)	20,000	GL	0.773850	98-D-4570
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BLDG. 13 ANTICIPATE 10% ON HIGHWAY USE DELIVERY: NOV - FEB				

900-13	DIESEL FUEL #2 (DL2)	20,000	GL	0.689650	98-D-4570
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BLDG. 13 ANTICIPATE 10% ON HIGHWAY USE DELIVERY: MAR - OCT				

900-24	GASOHOL, REG UNL (GUR)	40,000	GL		PENDING
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 35% ON HIGHWAY USE				

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNIT
PRICE

CONTRACT
SERIAL NR

United States Air Force NEVADA

TONOPAH,
NV, USAF, ACC, E ON HWY #6,
17 MI TO TONOPAH TEST RANGE RD, R ON PAVED RD,
20 MI TO RANGE COMPLEX, AREA 54

NYE COUNTY

DELIVERY DODAAC: FP4817

ORDERING OFFICE: 702-652-0127

910-12	DIESEL FUEL #1 (DL1)	78,000	GL	0.805500	98-D-4584
	TANK TRUCK (TT), INTO 2/10,000 GALLON BELOW GROUND TANK ANTICIPATE 10% ON HIGHWAY USE NOTE: DELIVERY NOV THRU MAR. NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN, DATE/PLACE OF BIRTH AND LICENSE NO. OF TT ONE WEEK PRIOR TO DELIVERY OF PRODUCT				
910-13	DIESEL FUEL #2 (DL2)	60,000	GL	0.735500	98-D-4584
	TANK TRUCK (TT), INTO 2/10,000 GALLON BELOW GROUND TANK ANTICIPATE 10% ON HIGHWAY USE NOTE: DELIVERY APR THRU OCT NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN, DATE/PLACE OF BIRTH AND LICENSE NO OF TT ONE WEEK PRIOR TO DELIVERY OF PRODUCT				
910-28	GASOLINE, REG UNL (MUR)	165,000	GL	0.765500	98-D-4584
	TANK TRUCK (TT), INTO 1/15,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>
	----- United States Air Force NEVADA -----				
	TONOPAH, NV, USAF, ACC, E ON HWY #6, 17 MI TO TONOPAH TEST RANGE RD, R ON PAVED RD, 20 MI TO RANGE COMPLEX, (FOR INDIAN SPRINGS AFAF) AREA 10 NYE COUNTY DELIVERY DODAAC: FP4817 ORDERING OFFICE: 702-652-0127				
920-12	DIESEL FUEL #1 (DL1)	2,250,000	GL	0.805500	98-D-4584
	TANK TRUCK (TT), INTO 1/130,000 GALLON ABOVE GROUND TANK(S) 2/10,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN'S, DATE/PLACE OF BIRTH AND LIC NO'S 1-WEEK PRIOR TO DELIVERY OF PRODUCT. (FOR SECURITY PURPOSES). MULTIPLE DROP ESCORT REQUIRED				
920-28	GASOLINE, REG UNL (MUR)	600,000	GL	0.765500	98-D-4584
	TANK TRUCK (TT), INTO 3/10,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: CONTRACTOR MUST PROVIDE DRIVERS NAME, SSN'S, DATE/PLACE OF BIRTH AND LIC NO'S 1-WEEK PRIOR TO DELIVERY OF PRODUCT. (FOR SECURITY PURPOSES.) MULTIPLE DROP ESCORT REQUIRED NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				

DOD- 52

SP0600-98-7000

<u>ITEM NUMBER</u>		<u>ESTIMATED QUANTITY</u>	<u>UI</u>	<u>UNIT PRICE</u>	<u>CONTRACT SERIAL NR</u>
	----- Department of Defense CALIFORNIA -----				
	LATHROP, CA, DOD, DEFENSE DISTRIBUTION REGION WEST, SHARPE SITE				
	SAN JOAQUIN COUNTY				
	DELIVERY DODAAC: SB3203				
	BILLING DODAAC : SB3200				
	ORDERING OFFICE: 209-982-2404				
952-08	RFG REGULAR UNLEADED (MRR)	300,000	GL	0.890000	98-D-4574
	TANK TRUCK (TT), INTO 3/20,000 GALLON TANKS 1/12,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0730-1100 1130-1300 NOTE: DDRW TRACY SITE HAS THE WEIGHING CAPABILITY FOR DETERMINING QUANTITY BY WEIGHT AND WILL UTILIZE WEIGHING OPTIONS TO VERIFY DELIVERIES				
952-13	DIESEL FUEL #2 (DL2)	300,000	GL	0.790000	98-D-4574
	TANK TRUCK (TT), INTO 1/20,000 GALLON TANK 1/12,000 GALLON TANK ANTICIPATE 80% ON HIGHWAY USE				

DELIVERY HOURS: 0730-1100
1130-1300

NOTE: DDRW TRACY SITE HAS THE WEIGHING CAPABILITY
FOR DETERMINING QUANTITY BY WEIGHT AND WILL
UTILIZE WEIGHING OPTIONS TO VERIFY DELIVERIES

SEGMENT V**CLAUSE/PROVISION INDEX**

<u>CLAUSE/ PROVISION NO.</u>	<u>TITLE</u>	<u>PAGE</u>
SECTION B SUPPLIES/PRICES		
B19.19	ECONOMIC PRICE ADJUSTMENT	16
SECTION C DESCRIPTION/SPEC./WORK STATEMENT		
C16.69	SPECIFICATIONS	17
C16.69-7	SPECIFICATIONS (CONT'D)(REGION 7)	22
SECTION E INSPECTION AND ACCEPTANCE		
E1	CONTRACTOR INSPECTION RESPONSIBILITIES	23
E5	INSPECTION OF SUPPLIES - FIXED-PRICE	32
E12	POINT OF ACCEPTANCE	33
E35	NONCONFORMING SUPPLIES AND SERVICES	33
E37	SOURCE RESTRICTION & SOURCE INSPECTION	34
E40	MATERIAL INSPECTION & RECEIVING REPORT	34
SECTION F DELIVERIES OR PERFORMANCE		
F1.01-1	DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS,	34
F1.09-1	ANNOTATION OF SHIPPING DOCUMENTS	35
F1.09-2	DETERMINATION OF QUANTITY (PC&S)	35
F3	TRANSPORT TRUCK AND/OR TRUCK & TRAILER FREE TIME AND DETENTION RATES	37
F3.03	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S)	37

CLAUSE/PROVISION INDEX

<u>CLAUSE/ PROVISION NO.</u>	<u>TITLE</u>	<u>PAGE</u>
F4	DELIVERY AND ORDERING PERIODS	38
F14.100	SHIPMENT AND ROUTING	38
F16	BARGE UNLOADING CONDITIONS	38
F20	AUTOMATIC FILL-UP PROVISIONS	39
F98	DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS	39
F105	VARIATION IN QUANTITY	40
SECTION G CONTRACT ADMINISTRATION DATA		
G3	INVOICE NUMBERING REQUIREMENTS	40
G3.01	PAYMENT DUE DATE	40
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED	40
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE	41
G9.09	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	42
G150.03	ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENTS	44
G150.06	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S)	45
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S)	46
G150.11	SUBMISSION OF INVOICES BY FACSIMILE	46
SECTION I CONTRACT CLAUSES		
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	48
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE - COMMERCIAL ITEMS	48
I11.04	BANKRUPTCY	48
I27	GRATUITIES	48

CLAUSE/PROVISION INDEX

<u>CLAUSE/ PROVISION NO.</u>	<u>TITLE</u>	<u>PAGE</u>
I28.01	FEDERAL, STATE, AND LOCAL TAXES	49
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE	49
I28.03-2	TAX EXEMPTION CERTIFICATES	50
I33	INTEREST	50
I84	REQUIREMENTS	51
I84.01-2	REQUIREMENTS (SET-ASIDE)	51
I86.03	DELIVERY-ORDER LIMITATIONS (PC&S)	52
I87	OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES	52
I171.01-2	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)	52
I171.07	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	54
I174	MANUFACTURING AND FILLING POINTS (SET ASIDES)	55
I174.01	MANUFACTURING AND FILLING POINTS (UNRESTRICTED)	55
I179	ALLOCATION	55
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION	56
I190.04	MATERIAL SAFETY DATA SHEETS - COMMERCIAL ITEMS	57
I190.05	POLLUTION PREVENTION & RIGHT-TO-KNOW INFORMATION	57
I209.09	EXTENSION PROVISIONS	57
I211	ORDERING	57
I237	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	58
I237.03	NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS	58

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)

- (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 clause.
- (b) **DEFINITIONS.** As used throughout this clause, the term--
- (1) **Base price** means--
 - (i) The unit price offered for an item and included in the contract award schedule; or
 - (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
 - (2) **Base reference price** means the preselected reference price for an item as published on **MAY 4, 1998**. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.
 - (3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.
 - (4) **Date of delivery** means--
 - (i) **FOR TANKER OR BARGE DELIVERIES.**
 - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
 - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
 - (ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.
 - (5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.
- (c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.
- (1) **DAY OF PUBLICATION.**
 - (i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.
 - (ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.
 - (2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.
 - (i) If averages are published within a given publication, then these averages will be used.
 - (ii) If averages are not available within a given publication, manually calculated averages will be used.
 - (3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--
 - (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
 - (ii) 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 adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price 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 paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.
 - (4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

B19.19 CONT'D

(5) **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 base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

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

(ii) If an actual increase in the 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.

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

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

C16.69 SPECIFICATIONS (DESC OCT 1996)

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 which complies with the more stringent requirement. Product which fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

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

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 (Latest Revision) applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

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

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

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

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

C16.69 CONT'D

(b) GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.

In accordance with Executive Order 12261 of 5 January 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated 10 October 1995 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

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

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

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

(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. ASTM D 4814 (Latest Revision) applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule", published in the 16 February 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

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

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

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

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

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.** Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

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

C16.69 CONT'D

HIGH SULFUR GRADES

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

(i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975, except as noted below.

(A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term (18-25 months) periods of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million (ppm) may be added to the fuel.

(C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, or 5342.

(ii) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

(B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(iii) The Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all non-taxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM Specification D 975 (Latest Revision), as shown below:

LOW SULFUR GRADES

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

HIGH SULFUR GRADES

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

(i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.

(ii) The IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

C16.69 CONT'D

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

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

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

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

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

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 (Latest Revision) applies.

NATIONAL STOCK NUMBER

PRODUCT NOMENCLATURE

9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4(Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5(Light)
9140-00-247-4359	Fuel Oil, Burner 5(Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

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

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>ALLOWABLE</u> <u>CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION</u> <u>LIMIT</u>	<u>MAXIMUM</u> <u>LEVEL</u>
1. Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

C16.69 CONT'D

NOTES:

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

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

ATTN: DESC-IT, ROOM 2834
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J. KINGMAN RD., SUITE 4950
 FORT BELVOIR, VA 22060-6222

Offeror's EPA Identification Number: _____

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

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

(f) **KEROSENE.** ASTM D 3699 (Latest Revision) applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>SULFUR CONTENT</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	0.30 wt% max.
9140-01-292-4460	Kerosene, Grade No. 1-K	0.04 wt% max.

C16.69-7 SPECIFICATIONS (CONT'D) (REGION 7) (DESC APR 1996)

(a) **CALIFORNIA FEDERAL/STATE REFORMULATED GASOLINE REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to applicable Federal and State regulations. The requirements compiled below are based on information published by the U.S. Environmental Protection Agency (EPA) and by the California Air Resources Board (CARB) and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

	<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
Max	NORTHERN CALIFORNIA	Year Round	2.0 Wt% Min - 2.7 Wt%
	COUNTIES		
	El Dorado (part), Placer (part), Sacramento, Solano (part), Sutter (part), and Yolo		
Max	SOUTHERN CALIFORNIA	Year Round	2.0 Wt% Min - 2.7 Wt%
	COUNTIES		
	Los Angeles, Orange, Riverside (part), San Bernardino (part), San Diego, and Ventura		

(b) **CALIFORNIA STATE GASOLINE OXYGENATION/REFORMULATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to State regulations for oxygen content. The requirements compiled below are based on information published by the CARB. These requirements are subject to change before or during the contract performance period.

	<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
Max	NORTHERN CALIFORNIA	1 Oct - 31 Jan	1.8 Wt % Min - 2.7 Wt%
Max	COUNTIES	1 Feb - 30 Sep	0.0 Wt% Min - 2.7 Wt%
	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado (part), Fresno, Glenn, Humboldt, Inyo, Kern (part), Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer (part), Plumas, San Benito, San Francisco San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano (part), Sonoma, Stanislaus, Sutter (part), Tehama, Tulare, Tuolumne, Trinity, and Yuba		
Max	SOUTHERN CALIFORNIA	1 Nov - 29 Feb	1.8 Wt% Min - 2.7 Wt%
Max	COUNTIES	1 Mar - 31 Oct	0.0 Wt% Min - 2.7 Wt%
	Imperial, Kern (part), Riverside (part), San Bernardino (part), San Luis Obispo, Santa Barbara		

(c) **GASOLINE REQUIREMENTS FOR ALL CALIFORNIA LOCATIONS.** All facilities in California shall be supplied reformulated gasoline that conforms to ASTM D 4814 as modified by the CARB Phase II gasoline requirements stated below:

- (1) Vapor Pressure shall be 7.0 pounds per square inch maximum.
- (2) Total Sulfur content shall be 80 parts per million maximum by weight.

- (3) Aromatic content shall be 30 volume percent maximum.
- (4) Benzene content shall be 1.20 volume percent maximum.
- (5) Olefin content shall be 10.0 volume percent maximum.
- (6) Oxygen content is limited seasonally and geographically as described in paragraphs (a) and (b) above.
- (7) Distillation temperature at 50 percent recovered shall be 104°C (220°F) maximum.
- (8) Distillation temperature at 90 percent recovered shall be 165°C (330°F) maximum.

C16.69-7 CONT'D

(d) **CALIFORNIA DIESEL REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in California shall be supplied diesel fuel that conforms to Federal, State, and local regulations. CARB regulations stipulate that all diesel fuel (for both on-highway and off-highway use) supplied to facilities in California must conform to the following additional requirements:

- (1) **SULFUR CONTENT:** 0.05 Wt% maximum.
- (2) **AROMATIC CONTENT:**
 - (i) Shall be 10 percent maximum if product is sourced from a large refiner; or
 - (ii) Shall be 20 percent maximum if product is sourced from a small refiner; or
 - (iii) Product shall conform to a formulation certified by CARB.

(e) **GASOLINE REQUIREMENTS OUTSIDE OF CALIFORNIA.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The oxygenated gasoline requirements compiled below are based on information published by the EPA in the Federal Register dated 6 November 1991 and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
ARIZONA COUNTIES		
Maricopa (part)	15 Oct - 31 Mar	2.7 Wt% Min
Pima (part)	1 Oct - 31 Mar	2.7 Wt% Min
NEVADA COUNTIES		
Clark (part)	1 Oct - 29 Feb	2.7 Wt% Min
Washoe	1 Oct - 31 Jan	2.7 Wt% Min
UTAH COUNTIES		
Utah	1 Nov - 29 Feb	2.7 Wt% Min

THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC APR 1997) (REV)

(a) **QUALITY CONTROL PLAN.**

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

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and

maintain inspection systems and QCPs that are acceptable to the Government.

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

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

E1 CONT'D

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Sampling of Petroleum and Petroleum Products, and/or Section 2, Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. **NOTE: For f.o.b. origin tanker, barge, and pipeline shipments,** a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, will be required at the custody transfer point after October 1, 1997. **For other than f.o.b. origin shipments,** Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

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

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

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

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

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

practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

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

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

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

E1 CONT'D

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

(ix) LOADING AND SHIPPING - TANKERS AND BARGES.

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

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for pre-load discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes and cleaning compliance to Tables V and VI below, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Assure closing and sealing of sea suction, overboard discharge, and product separation valves and record on DD Form 250-1. Procedures for commencement of loading into one tank up to 3 feet, switching to at most two other vessel tanks, during sample analysis (sampling and testing) to confirm product integrity into first tank. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for after-loading sampling, testing, determination of quantity, and preparation of all paperwork. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if variance is ± 0.5 percent or figures suspect) on loaded conveyance.

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

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending records, vessel port logs, vessel notice of readiness, DD Forms 250 and 250-1 (the DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR), and calibration documents, and will include by whom, where, and how prepared, and retention information.

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.).

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

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

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

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

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

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and

available to the Government during the performance of this contract and for three years after final payment under this contract.

E1 CONT'D

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

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

TABLE I**MINIMUM SAMPLING AND TESTING REQUIREMENTS**⁽¹⁾

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Acceptance	All Level or Single Tank Composite	A (2)
2. Shipping Line: Dedicated Line Common Line	Prior to Loading	Line (Static)	C B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, para. E1.a.(iii) Flow proportional sample required after Oct. 1, 1997	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual
6. Tanker/Barge First-In	1 Hour After Start of Loading	Spot	C - plus Particulate
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B (3)
9. Tank Car/Truck Loading Rack	Prior to start of filling each day, and after change of source tank.	Line	C
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship (For FSII: C)

NOTES FOR TABLE I:

(1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.

(2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT.

(3) TYPE A TESTS REQUIRED WHEN IN-LINE BLENDING USED.

E1 CONT'D

TABLE II

SAMPLE RETENTION

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

E1 CONT'D

TABLE III

DEFINITIONS OF TEST SERIES

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product group. Individual product test requirements will be as applicable; e.g., Flash Point is required for the Turbine Fuels group. This is applicable to JP-5 and JP-8, but not JP-4. The specification must be consulted for this determination.

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

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

E1 CONT'D

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS

LAST PRODUCT CARRIED (1)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM-D975 NO 1D, 2D FS-1, 2, 4L	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
FS-4, 5, 6 IFO's ASTM D975 No. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	DRAIN EMPTY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY
NAPHTHA	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY

NOTES FOR TABLE IV:

(1) If a product is not listed in this column permission to load and conveyance preparations must have been provided by DESC-BQ.

(A) Applicable only when loading compatible oils; otherwise steam and dry.

(B) If previous cargo contained dye marker, all traces of color must be removed.

(C) If product to be loaded does not contain dye the vehicle must not contain any traces of dye prior to loading.

E1 CONT'D

TABLE V

GUIDE FOR THE PREPARATION OF TANKER CARGO TANKS

LAST PRODUCT CARRIED (1) (2)	PRODUCT TO BE LOADED				
	JP-4 JET B MOGAS AVGAS	JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	F76 DF-1, 2 FS-1, 2	FS 4, 5, 6 IFOs	LUBE OILS
JP-4 JET B MOGAS	A	B,A	B,A	B,A	B,A
JP-5, JP-8 JET A/A1 DF-A, DL-A DFW	A	A	A	A	E,A
F-76 DF-1, 2, DL-1, 2 ASTM D 975 NO. 1D, 2D FS-1, 2	C,A	C,A	A	A	E,A
ASTM D 975 - NO 4D FS-4, 5, 6 IFOs	NO LOAD	NO LOAD	D,A	A	NO LOAD
JPTS JP-7	A	A	A	A	E,A
LUBRICATING OILS	NO LOAD	NO LOAD	D,A	A	E,A
CRUDE	NO LOAD	NO LOAD	D	A	NO LOAD

NOTES FOR TABLE V:

- (1) If a product is not listed in this column permission to load and tanker preparation requirements must have been provided by DESC-BQ.
- (2) If previous cargo contained dye marker, all traces of color must be removed.
 - (A) All cargo lines will be dropped, tanks stripped, ballast residue removed, and cargo tanks gas free to permit entry and inspection.
 - (B) All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Cargo tanks must be free of water, loose rust, sludge, mud, silt, etc.
 - (C) The same as for B above, except that hot water will be used instead of cold. If tank interiors are coated, water temperature should not exceed 136°F.
 - (D) Cargo tanks and system will be processed in accordance with the instructions contained in MIL-STD-291(SH), "Cargo Tank Cleaning."
 - (E) Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water.

E1 CONT'D

TABLE VI

GUIDE FOR THE PREPARATION OF BARGE CARGO TANKS

LAST PRODUCT CARRIED (1) (2)	PRODUCT TO BE LOADED				
	JP-4 JET B MOGAS AVGAS	JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	F76 DF-1, 2 DL-1, 2 FS-1, 2	FS 4, 5, 6 IFOs 180, 380	LUBE OILS/ FSII
AVGAS JP-4 JET B MOGAS	A	B	B	B	B
JP-5, JP-8 JET A/A1 DF-A, DL-A DFW	A	A	A	A	E
F-76 DF-1, 2, DL-1, 2 ASTM D 975 NO. 1D, 2D FS-1, 2	C	A	A	A	E
ASTM D 975 - NO 4D FS-4, 5, 6 IFOs	NO LOAD	NO LOAD	D	A	E
JPTS JP-7	A	A	A	A	E
LUBRICATING OILS	NO LOAD	NO LOAD	D	A	E
FSII	A	A	B	A	E
CRUDE	NO LOAD	NO LOAD	D	A	NO LOAD

GENERAL STATEMENT: All cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue.

NOTES FOR TABLE VI:

- (1) If a product is not listed in this column, permission to load and tanker preparation requirements must have been provided by DESC.
 - (2) If previous cargo contained dye marker, all traces of color must be removed.
- (A) No specific preparations required if lines have been dropped and tanks stripped.
 - (B) All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Cargo tanks will be gas free.
 - (C) The same as for B above, except that hot water will be used instead of cold.
 - (D) Cargo tanks and systems will be processed in accordance with the instructions contained in MIL-STD-291(SH), "Cargo Tank Cleaning." Tanks will be gas free.
 - (E) Cargo Tanks and Systems must be cleaned in such a manner as will remove all rust, scale, sediment and all traces of previous cargo and water.

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not

the Contractor's plant.

E5 CONT'D

If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

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.

(DFSC 52.246-9F11)

E35 NONCONFORMING SUPPLIES AND SERVICES (DFSC APR 1996)

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

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

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

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

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

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

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

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

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

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

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be

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

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

(a) SOURCE RESTRICTION.

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) SOURCE INSPECTION.

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.

(2) At the time the change becomes effective--

(i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the item(s) involved;

(ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and

(iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.

THE FOLLOWING CLAUSE, WHEN USED IN POSTS, CAMPS, AND STATIONS CONUS AND ALASKA SOLICITATIONS, APPLIES ONLY TO PRODUCT DELIVERED BY BARGE.

E40 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

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, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(DFARS 252.246-7000)

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.

F1.01-1 CONT'D

(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.

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1996)

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

(b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC APR 1996)

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

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

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

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

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

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis (except for items to be used as ships' bunkers), the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

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

(iii) **F.O.B. VESSEL.**

(A) On items requiring delivery f.o.b. vessel by barge for ships' bunkers, the quantity received will be determined (at the Contractor's option) on the basis of--

- (a) Origin shore tank measurements; or
- (b) By calibrated meter, if the Contractor's facilities are so equipped.

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

(C) When the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DESC Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been off-loaded. The Government will have the right to have a representative present to verify these off-load figures.

F1.09-2 CONT'D**(2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.****(i) F.O.B. ORIGIN.**

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

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

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

(ii) F.O.B. DESTINATION. On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined by one of the following methods:

(A) The Contractor shall provide delivery equipment that enables the receiving activity and the Contractor to determine quantity at destination in the delivery conveyance by one of the following:

- (a) Calibrated meter (in areas where environmental restrictions prohibit the opening of dome hatches prior to, during, or after off-loading, calibrated meter must be used); or
- (b) Certified capacity tables. The tables must be made available at the time of delivery; or
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities.

(B) If one of the methods in (A) above is not specified in the contract narrative for deliveries by transport truck or truck and trailer, the Contractor may use the net quantity determined at the loading point by a calibrated loading rack meter. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter. The Government reserves the right to determine the quantity received in gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) at time of delivery by any valid means available.

(C) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

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

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

(iii) WATER BOTTOMS.

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

(b) VOLUME CORRECTION. Volume correction to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) is required for--

(1) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(2) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

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

(1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086). In areas where the metric system is used, an equivalent type Centigrade thermometer may be used.

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM D 1298).

(3) API Manual of Petroleum Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085). A water indicating paste (Testmaster, manufactured by Steward Hall Chemical Corp., 222 Washington St., Mount Vernon, NY 10553, or equivalent) capable of providing a reliable sharp color change in water bottoms containing 50% fuel system icing inhibitor (either Ethylene Glycol Monomethyl Ether or Diethylene Glycol Monomethyl Ether as applicable) shall be used for obtaining water cuts in aviation turbine fuels.

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used.

F1.09-2 CONT'D

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
 (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
 (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
 (iv) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Centigrade to barrels of 60 degrees Fahrenheit, except when this method is restricted by foreign law. Convert liters at 15 degrees Centigrade to cubic meters at 15 degrees Centigrade by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(v) If the original measurement is by weight, using calibrated scales, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.

(vi) For other than crude oils, lubricating oils, fuels, and fuel oils, volume correction shall be made in accordance with the product specification or as stated elsewhere in the solicitation.

(5) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(d) UNITS OF QUANTITY.

(1) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be--

- (i) The barrel of 42 U.S. gallons;
- (ii) The U.S. gallon of 231 cubic inches;
- (iii) The long ton of 2,240 pounds;
- (iv) The pound of 16 ounces;
- (v) The metric ton of 2,204.6 pounds;
- (vi) The imperial gallon of 277.42 cubic inches; and
- (vii) The liter of 61.026 cubic inches.

(2) Unless otherwise specified in the contract, a reference to gallons shall mean U.S. gallons.

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DFSC JUN 1990)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck or truck and trailer in excess of one hour: _____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DFSC 52.212-9F19)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

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

(1) Ordering Period Begins: 01 September 1998 and Ends: 31 August 2001.

(2) Delivery Period Begins: 01 September 1998 and Ends: 30 September 2001.

(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).

F14.100 SHIPMENT AND ROUTING (DESC MAR 1998)

(a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.

(c) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist) at the point of loading. The marking on the seal shall be indicated on all shipping documents.

(d) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.

(e) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

F16 BARGE UNLOADING CONDITIONS (DFSC MAR 1994)

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination (except for deliveries for ships' bunkers - see paragraph (a)(8)), in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof

shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

F16 CONT'D

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries except for ships' bunkers, hoses for unloading a barge will be furnished, connected, and disconnected by the Government. For ships' bunkers, hoses for unloading a barge shall be provided by the Contractor. However, the Government shall be responsible for connecting and disconnecting the hoses at the flange of the receiving vessel.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) Notwithstanding any provision in this clause to the contrary, delivery of supplies by means of barge into vessels or dredges, which are ordered for ships' bunkers, shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 48 hours prior to the specific time such delivery is required to be made.

(9) The term "barge," as used herein, shall include lake tankers.

(b) BARGE FREE TIME AND DETENTION CHARGES FOR BUNKERS AND DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.

(1) Unless offeror indicates otherwise, free time will be unlimited. Free time allowed and detention rates will not be considered in evaluation of offers for award.

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>DETENTION BEYOND FREE TIME</u>		
		<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>
608-68	12 Hours	\$250 per Hour (Barge & Tug)		

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

F20 AUTOMATIC FILL-UP PROVISIONS (DFSC SEP 1997)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(4) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.

(d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.

(e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DFSC OCT 1992)

(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery

system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to Each Delivery Order.

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC DEC 1994)

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. For invoices submitted under the ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT clause, invoice numbers are limited to five characters.

G3.01 PAYMENT DUE DATE (DFSC 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.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).

Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC OCT 1997)

(a) This clause does not apply to orders for Federal/Civilian Agency deliveries.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:

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 (c) OR paragraph (d) below. Total space available for information entered in (c) OR (d) is 153 characters.

(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) **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.

G9.07 CONT'D

(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 15 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 CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

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

(1) 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 (d) above.

(3) The Third Party Information supplied in (d) 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.

G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

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

(1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(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 payment office.

(c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment 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 changed information to the designated payment office(s).

(d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payment only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and,

therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

G9.09 CONT'D

(e) SUSPENSION OF PAYMENT.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.

(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 30th day after its receipt 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 clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) CONTRACTOR EFT ARRANGEMENTS. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, 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 Contractor provided EFT information was incorrect at the time 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 retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT AND PROMPT PAYMENT.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given 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.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which 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 (e) of this clause.

(j) PAYMENT OFFICE DISCRETION. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC APR 1996) (REV)**NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS.****(a) SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH. Instructions for submission of invoices for all other DoD items and all Federal Civilian items can be found in the SUBMISSION OF INVOICES FOR PAYMENT or SUBMISSION OF INVOICES BY FACSIMILE clause of this contract.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices.

(b) INVOICING OF ORDERS.

(1) **ADDRESS.** PAYING OFFICE FOR ORDERS PLACED BY THE DESC OR ITS DESIGNEE AS SHOWN ON SOURCE IDENTIFICATION AND ORDERING AUTHORITY (SIOATH) FORMS:

Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

(c) **CERTIFICATION OF RECEIPT.** The Contractor will prepare the Material Inspection and Receiving Report (MIRR), if applicable, in accordance with the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(1) **FOR F.O.B. DESTINATION DELIVERIES.** The Quality Representative (QR) or authorized receiving activity personnel will certify the MIRR and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative as indicated in the SIOATH will certify and distribute the receiving documents. One of the copies of the MIRR submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**.

(2) **FOR F.O.B. ORIGIN DELIVERIES.** The QR will certify the MIRR and provide the Contractor with one original copy. This copy must contain the signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**. The Contractor will maintain this hard copy for a period of seven years after final payment under this contract and shall make said document available for inspection by the Government if requested.

(d) **INSTRUCTIONS FOR SUBMISSION OF ORDERS BY DoD.** For each hard copy order submitted to the Contractor, the Government Ordering Officer shall transmit a facsimile of the order to the following:

- (1) DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-SFFB
P.O. BOX 182317
COLUMBUS, OH 43218-6250

(2) Contractor's address.

(e) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(f) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC APR 1997)

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

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

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

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, Hawaii, and standby requirements):

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

FOR GROUND FUELS (PC&S):

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-SFFP
P.O. BOX 182317
COLUMBUS, OH 43218-6252

FOR COOL BARGE:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-SFFB
P.O. BOX 182317
COLUMBUS, OH 43218-6250

(2) CERTIFICATION OF RECEIPT.

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

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services.; or
- (C) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) PC&S DELIVERIES.

(A) Overbillings--
(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.
(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.
(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit three paying copies of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) SUBMISSION OF INVOICES.

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

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

G150.06 CONT'D**(iii) COURIER DELIVERY OF INVOICES.**

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

DEFENSE FINANCE AND ACCOUNTING SERVICE
 FUELS ACCOUNTING AND PAYMENTS
 DFAS-CO-SFF
 4280 EAST FIFTH AVE, BLDG. 6
 COLUMBUS, OH 43219

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

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including standby requirements, Air Force and Federal Civil Agency items, and Alaska and Hawaii Army and Navy (including Marines) items.

(1) **PAYING OFFICE**. Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES**. On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS**. Detention costs, allowable only on tank truck deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC APR 1997)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, Hawaii, GOCO, and standby requirements).

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

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

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

G150.11 CONT'D

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-SF cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-SF) at (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) The DFAS-CO-SF FAX number is (614) 693-0670.

(3) The Contractor shall include its FAX number on each document transmitted.

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

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

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

(a) The DD Form 250, Material Inspection and Receiving Report; or

(b) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(c) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries—

(A) The Contractor shall also FAX a copy of the applicable receiving report to DFAS-CO-SFFP for BULK FUELS AND ALL OTHER COOL BARGE DELIVERIES. The receiving report shall be transmitted no later than three days after each delivery;

(B) The Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: "**ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE.**"

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.**

(1) (**NOTE:** Detention costs are **not** allowable on tank wagon deliveries.) Since detention and demurrage costs are the sole responsibility of the activity incurring them, the Contractor shall FAX detention/demurrage cost invoices directly to the activity where the costs were incurred.

(2) **FOR COOL BARGE.** Claims for detention/demurrage shall be forwarded to the DESC Contracting Officer's Technical Representative no later than 120 days after the completion of discharging hereunder, failing which, the Government shall be discharged from any and all liability in respect thereto.

(DESC 52.232-9F07)

11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement

contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

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

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

111.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government;

and

- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and

- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10

times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax" means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F02)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 1997)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

<u>FET PER GALLON</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.130	10% and above

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

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

(i) **UNDYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

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

A Contractor authorized by IRS to sell fuel tax free should not invoice the FET on sales to the National Guard or on sales of jet fuel for military aircraft, aviation gasoline for military aircraft, motor gasoline used off-highway, and gasohol used off-

highway. The ordering officer should be contacted for information on amounts of fuel used off-highway.

I28.02-2 CONT'D

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

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

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

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F04)

I28.03-2 TAX EXEMPTION CERTIFICATES (DESC AUG 1995)

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates.

(b) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DESC 52.229-9F10)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

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

184 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2001.

(FAR 52.216-21)

THE FOLLOWING CLAUSE APPLIES ONLY TO SET-ASIDE ITEMS.

184.01-2 REQUIREMENTS (SET-ASIDE) (DESC JUN 1996)

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

(b) ORDERING.

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

(2) MULTIPLE AWARDS. In the event multiple awards to two or more suppliers are made for any one item, the Government may choose between any of the Contractors in placing any particular order. However, the Government will make every effort to allocate successive orders to maintain as close a balance as is reasonably practicable between the total quantities ordered from all Contractors.

(3) The Government's requirements for each item or subitem of supplies or services listed in the SET-ASIDE QUANTITIES clause are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

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

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

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2001.

186.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:

(1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;

(2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or

(3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.

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

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

(e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9F11)

187 OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD

Notwithstanding any other provisions of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item.

(DLAD 52.219-9001)

1171.01-2 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996)

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

(b) **DEFINITIONS.**

(1) **Commercial product**, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product that, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) **Subcontract**, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contracting or subcontractor calling for supplies or services required for performance of the contract or subcontract.

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

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

(1) **Goals**, expressed in terms of percentage of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

1171.01-2 CONT'D

- (2) A statement of--
- (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Agency in the Department of Commerce, or small , small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as it source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS clause in the contract and all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
- (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 295 and 295.
- (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of its efforts to locate small, small disadvantaged, and women-owned small business concerns and award subcontracts them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists, e.g., PASS guides, and other data identify small, small disadvantaged, or women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000 indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

I171.01-2 CONT'D

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's list of potential small, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties for misrepresentation of business status as small, small disadvantaged, or women-owned small business for the purposes of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; PROVIDED, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan and deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrent of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year or by an agency satisfactory to the Contracting Officer.

(3) The approval plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliances of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS clause of the contract, or (2) an approved plan required by this clause, shall be a material breach of the contract.

(FAR 52.219-9/ALT II)

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 1995)

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this subpart, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

I171.07 CONT'D

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that Government may have.

(FAR 52.219-16)

I174 MANUFACTURING AND FILLING POINTS (SET-ASIDES) (DESC APR 1996)

(a) To be eligible for award of a small business set-aside item (one-half the quantity of each item identified for set-aside in the Schedule of this solicitation; also listed in the SET-ASIDE QUANTITIES clause), 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 small businesses wishing to be eligible for the set-aside portion of this procurement hereby agree that only product manufactured/refined by the small manufacturer(s)/refiner(s) will be provided under the set-aside portion of the contract. 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 the new small business manufacturer/ refiner before operations with the new firm commence.

(c) All small businesses interested in being considered for award of any set-aside items must provide the following information with the offer; failure to do so may result in the firm being ineligible for the set-aside portion of the solicitation.

- (1) Set-aside item numbers and delivery location;
- (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 52.219-9F01)

I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DESC MAY 1997)

(a) To be eligible for the evaluation preference on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may not be furnished as a result of an exchange agreement with a large business.

(b) All SDBs expecting to receive the evaluation preference as described in the NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer who must approve the new small business supplier before operations with the new firm commence.

(c) In order to be eligible for the evaluation preference, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with an evaluation preference:

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
- (2) Refinery point of contacts;
- (3) Name(s) and address(es) of the filling point(s) (if different from the refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business

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

(d) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F02)

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

I179 CONT'D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(DESC 52.249-9F01)

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

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

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F05)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

I190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Data Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(FAR 52.223-5)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

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

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

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

(DESC 52.217-9F08)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **August 31, 2001**, unless otherwise specified in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

THE FOLLOWING CLAUSE ONLY APPLIES TO **OTHER THAN** DEPARTMENT OF DEFENSE PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

1237 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) **DEFINITION. Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) **GENERAL.**

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected Contractor(s).

(4) The Contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. 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 form. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-7)

If this document contains DoD partial small business set-aside items in the Schedule, the evaluation preference described in the following clause is not applicable to the non-set-aside portion of those DoD items, or to the unreserved portion of items partially reserved for contracting with the SBA under the 8(a) program. (The evaluation preference never applies to any items paid for by Federal Civil Agencies.)

1237.03 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994)

(a) **DEFINITIONS.**

(1) **Historically black colleges and universities**, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before 14 November 1986.

(2) **Minority institutions**, as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(3) **Small disadvantaged business concern**, as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

(4) **United States**, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

I237.03 CONT'D

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The 10 percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the 10 percent factor. The 10 percent factor will not be applied if using the preference would cause the contract award to be made at a price that exceeds the fair market price by more than 10 percent.

(c) **WAIVER OF EVALUATION PREFERENCE.** A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the 10 percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers that waive the preference.

[] Offeror elects to waive the preference.

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

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

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

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

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

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by **small business concerns**, historically black colleges or universities, or minority institutions in the United States.

(3) Upon request, a historically black college or university, or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

(DFARS 252.219-7006/ALT I)

PART 1 - ORDERING PERIOD

The period of this contract during which the ordering officer may order, unless the item otherwise specifies, is 01 September 1998 through 31 August 2001.

PART 2 - LIST OF CONTRACTORS

<u>CONTRACT NO.</u> <u>SPO600-98-D-</u>	<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>POINT OF CONTACT AND TELEPHONE NO.</u>
4570	ALLIED-WASHOE P. O. BOX 6930 RENO, NV 89513-6930	GONZALO GONZALES 702-323-3146 702-789-7900
4571	BRADCO, INC. P O BOX 997 HOLBROOK, AZ	JOHN BRADLEY 520-524-3976 520-524-6895
4572	ULTRAMAR, INC. P. O. BOX 93102 LONG BEACH, CA 90809-3102	CINDY MURMAN 949-722-8760 949-722-8750
4573	BLACK OIL CO. P. O. BOX 159 MONTICELLO, UT 84535-0159	K. DALE BLACK 435-587-2215 435-587-2863
4574	C. L. BRYANT, INC P. O. BOX 3343 MODESTO, CA 95353-3343	JOHN DUNCAN 209-537-7600 209-537-1565
4575	THE SOCO GROUP 4915 MERCURY STREET SAN DIEGO, CA 92111	CRAIG VOYLES 619-440-8811 619-565-8453
4576	SEVERINA'S AVIATION & FUEL SERVICE 190 CAMINO ORRUGA, SUITE D NAPA, CA 94558	SEVERINA MAZORRA 707-254-8270 707-254-9856
4577	CROSS PETROLEUM P. O. BOX 492200 REDDING, CA 96049-2200	PETE BATCHELDER 530-221-2588 530-221-2579
4582	FALCON FUELS P. O. BOX 347 PARAMOUNT, CA 90723	ROBERT PHAIR 562-272-4226 562-272-4232
4583	EL MONTE GAS CO., INC. 10389 AVE. 416 DINUBA, CA 93618	DONALD C. DOYLE 209-591-4972 209-491-0184
4584	EAGLE AVIATION, INC. 1845 AIRPORT ROAD KALISPELL, MT 59901	PATRICIA ASHBY 406-755-2612 406-257-1238
4585	DON ROSE OIL CO., INC. P. O. BOX 508 VISALIA, CA 93279-0508	BOB MOORE 209-733-4717 209-627-1364

<u>CONTRACT NO.</u> <u>SPO600-98-D-</u>	<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>POINT OF CONTACT AND TELEPHONE NO.</u>
4586	R. E. GOODSPEED & SONS DISTRIBUTING P. O. BOX 401924 HESPERIA, CA 92340	THOMAS GOODSPEED 760-949-3356 760-949-5713
4588	HORKLEY OIL CO. P. O. BOX 781 REXBURG, ID 83440	JIM HORKLEY 208-356-9271 208-356-9708
4590	DON HARBERT OIL P. O. BOX 128 BIEBER, CA 96009	MARSHA L. BIDWELL 530-294-5371 530-294-5900
4591	MERIT OIL COMPANY P. O. BOX 341 BLOOMINGTON, CA 92316	JAMES L. WELCH 909-877-2657 909-884-3406
4592	McWIRTER DISTRIBUTING CO., INC. 6633 VALJEAN AVE VAN NUYS, CA 91406-5817	JAMES F. SHULER 818-785-8999 818-785-2654
4593	ONYX PETROLEUM INC. 441 E. E. BUTLER PKWY SE GAINESVILLE, GA 30505	ROBERT J. KRAMER 770-536-0068 770-536-1017
4594	ODGERS PETROLEUM P. O. BOX E EL PORTAL, CA 95318-0180	HARRY R. ODGERS 209-379-2621 209-379-2556
4595	PHOENIX FUEL COMPANY P O BOX 6176 PHOENIX, AZ 85005	JACK W. KELLER 800-444-5823 602-278-7196
4596	PETRO-DIAMOND, INC. P. O. BOX 19617 IRVINE, CA 92623-9617	JANICE T. KAUFMAN 949-553-0112 949-553-8295
4598	PATTEN ENERGY ENTERPRISES 5701 W. SLAUSON AVE #206 CULVER CITY, CA 90230	EZEKIEL PATTEN, JR. 310-665-9100 310-665-9171
4599	RIVER CITY PETROLEUM P. O. BOX 235 840 DELTA LN WEST SACRAMENTO, CA 95691	MICHAEL CALLAHAN 916-371-4960 916-371-7983
4600	REBEL OIL CO., INC. 1900 W. SAHARA AVE. LAS VEGAS, NV 89102	CARL L. BAILEY 702-382-5866 702-382-4263
4601	ED STAUB & SONS PETROLEUM BOX 1684 ALTURAS, CA 96101	ED STAUB 530-233-2633 530-233-2610
4602	SELLERS PETROLEUM 9530 CHESAPEAKE DR #504 SAN DIEGO, CA 92123	JEFFREY MORRISON 619-277-7601 619-277-7209

<u>CONTRACT NO.</u> <u>SPO600-98-D-</u>	<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>POINT OF CONTACT AND TELEPHONE NO</u>
4603	TRUMAN ARNOLD COMPANIES 3513 S W HK DODGEN LOOP, SUITE 200 TEMPLE, TX 76502	DANNY BELK 800-349-3393 254-770-3101
4604	PORTER'S PETROLEUM PRODUCTS 2340 WYNDHAM LN REDDING, CA 96001	NICHOLAS PORTER, JR. 530-241-2196 530-241-5924
4605	UNION DISTRIBUTING CO. OF TUCSON P. O. BOX 26667 TUCSON, AZ 85726-6667	DAVID LUETH 520-571-7600 520-571-8722
4506	VALLEY OIL CO. P. O. BOX 326 MOUNTAIN VIEW, CA 94042	MICHAEL TAFT 650-967-2253 650-967-3584
4508	SINCLAIR OIL CORPORATION 550 EAST SOUTH TEMPLE P O BOX 30825 SALT LAKE CITY, UT 84130	M. C. BLACKMORE 801-524-2763 801-524-2740
4609	HORKLEY OIL CO. P. O. BOX 781 REXBURG, ID 83440	JIM HORKLEY 208-356-9271 208-356-9708
4610	TRUMAN ARNOLD COMPANIES 3513 S W HK DODGEN LOOP, SUITE 200 TEMPLE, TX 76502	DANNY BELK 800-349-3393 254-770-3101
4611	VALLEY OIL CO. P. O. BOX 326 MOUNTAIN VIEW, CA 94042	MICHAEL TAFT 650-967-2253 650-967-3584
4612	BLACK OIL CO. P. O. BOX 159 MONTICELLO, UT 84535-0159	K. DALE BLACK 435-587-2215 435-587-2863
4613	PHOENIX FUEL COMPANY P O BOX 6176 PHOENIX, AZ 85005	JACK W. KELLER 800-444-5823 602-278-7196
4614	DON ROSE OIL CO., INC. P. O. BOX 508 VISALIA, CA 93279-0508	BOB MOORE 209-733-4717 209-627-1364
4615	C. L. BRYANT, INC P. O. BOX 3343 MODESTO, CA 95353-3343	JOHN DUNCAN 209-537-7600 209-537-1565
4616	EAGLE AVIATION, INC. 1845 AIRPORT ROAD KALISPELL, MT 59901	PATRICIA ASHBY 406-755-2612 406-257-1238

PART 3 - CONTRACTOR REMITTANCE ADDRESSES

The address for which remittance shall be mailed for each contractor is the same as identified in the LIST OF CONTRACTORS above unless otherwise specified below:

<u>CONTRACT NO.</u>	<u>NAME AND ADDRESS OF CONTRACTOR</u>
4572	ULTRAMAR, INC. P. O. BOX 971351 DALLAS, TX 75397-1351
4575	THE SOCO GROUP P. O. BOX 939051 SAN DIEGO, CA 92193-9051
4583	EL MONTE GAS CO., INC. P. O. BOX 57 SULTANA, CA 93666
4593	ONYX PETROLEUM, INC. P. O. BOX 101785 ATLANTA, GA 30392-1785
4595	PHOENIX FUEL COMPANY P. O. BOX 52400 PHOENIX, AZ 85072-2400
4603	TRUMAN ARNOLD COMPANIES P. O. BOX 1481 TEXARKANA, TX 75504
4604	PORTER'S PETROLEUM PRODUCTS P. O. BOX 990698 REDDING, CA 96099-0698
4608	SINCLAIR OIL CORPORATION P. O. BOX 31824 SALT LAKE CITY, UT 84131-1824
4610	TRUMAN ARNOLD COMPANIES P. O. BOX 1481 TEXARKANA, TX 75504
4613	PHOENIX FUEL COMPANY P. O. BOX 52400 PHOENIX, AZ 85072-2400

PART 4 - FREE TIME AND DETENTION RATES**TRUCKS**

- (a) SPECIAL NOTE: Free time and detention rates do not apply to items requiring delivery by Tank Wagon (TW). DETENTION COSTS WILL BE THE SOLE RESPONSIBILITY OF THE ACTIVITY INCURRING THEM. Any INVOICES FOR DETENTION COSTS WILL BE FOWARDED DIRECTLY TO THE ACTIVITY RECEIVING THE PRODUCT.
- (b) Upon arrival of contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.
- (c) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the contractor normally allows his regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. FREE TIME IS CONSIDERED UNLIMITED UNLESS LISTED BELOW.

<u>CONTRACT NO.</u> <u>SPO600-98-D-</u>	<u>FREE TIME IN</u> <u>EXCESS OF ONE HOUR</u>	<u>DETENTION RATE</u>
4570	NONE	\$75.00 PER HOUR
4572	NONE	\$17.50 PER QUARTER HOUR
4573	1 HOUR	\$60.00 PER HOUR
4574	NONE	\$65.00 PER HOUR
4575	NONE	\$45.00 PER HOUR
4577	NONE	\$25.00 PER QUARTER HOUR
4584	NONE	\$75.00 PER HOUR
4588 TIME	NONE	125.00 PER HOUR MAN & TRUCK
4592	30 MINUTES	\$65.00 PER HOUR
4593	NONE	\$50.00 PER HALF HOUR
4595 INTERVALS	NONE	\$65.00 PER HALF HOUR – 15 MIN
4596	NONE	\$60.00 PER HOUR
4598	NONE	\$25.00 PER QUARTER HOUR
4599	NONE	\$8.50 PER HOUR – 15 MIN INTERVALS
4600	NONE	\$12.00 PER QUARTER HOUR
4601	NONE	\$50.00 PER HOUR
4603	NONE	\$50.00 PER HOUR DOUBLE TIME WEEKENDS & HOLIDAYS
4605	NONE	\$18.00 PER 15 MINUTES
4609 TIME	NONE	125.00 PER HOUR MAN & TRUCK

4613 INTERVALS	NONE	SP0600-98-7000 \$65.00 PER HALF HOUR – 15 MIN
4616	NONE	\$75.00 PER HOUR

PART 5 - DISCOUNTS FOR PROMPT PAYMENT

<u>CONTRACT NO.</u> <u>SP0600-98-D-</u>	<u>DISCOUNT TERMS</u>
4575	.25% 20 DAYS / NET 30 DAYS
4576	.25% 20 DAYS / NET 30 DAYS
4598	1 % 20 DAYS / NET 30 DAYS
4606	1 % 10 DAYS / NET 30 DAYS
4608	1 % 20 DAYS / NET 30 DAYS
4611	1 % 10 DAYS / NET 30 DAYS

PART 6 - TELEFACSIMILE INVOICING

In accordance with the SUBMISSION OF INVOICES BY FACSIMILE clause, the following Contractors have elected to submit invoices by facsimile:

<u>CONTRACT NO.</u> <u>SP0600-98 -D-</u>	<u>CONTRACTOR</u>	<u>FACSIMILE</u>
4571	BRADCO, INC.	520-524-6895
4576	SEVERINA'S AVIATION & FUEL	707-254-9856
4577	CROSS PETROLEUM	530-221-2579
4583	EL MONTE GAS CO.	209-591-0184
4584	EAGLE AVIATION INC.	406-257-1238
4586	R. E. GOODSPEED	760-949-5713
4591	MERIT OIL CO.	909-884-3406
4592	McWIRTER DISTRIBUTING	818-785-2654
4593	ONYX PETROLEUM INC.	770-536-1017
4602	SELLERS PETROLEUM	619-277-7209
4604	PORTER'S PETROLEUM PRODUCTS	530-241-5924
4605	UNION DISTRIBUTING CO.	520-571-8722
4616	EAGLE AVIATION INC.	406-257-1238

**PART 9 - ITEMS AWARDED WITH SMALL DISADVANTAGED BUSINESS
EVALUATION PREFERENCE/SMALL REFINERY SOURCE LIST**

(a) For those items awarded with a Small Disadvantaged Business (SDB) preference, the Government pays a premium of up to 10 percent above market price. SDB Contractors receiving a premium (preference) are required to deliver product manufactured by a small business refinery. The Defense Energy Support Center (DESC) is monitoring those contracts which have been awarded line items under the SDB preference program.

(b) In conjunction with the monitoring of items awarded with the SDB preference, delivery documents for each delivery under the line items listed below should be examined to determine that the authorized supply source was used. If the delivery documents indicate that the product was obtained from other than the authorized supply source, the Contracting Officer should be promptly notified and a copy of the delivery documents forwarded to DESC.

(c) Records of all deliveries for the line items listed below should be kept readily accessible for review by DESC if necessary.

(d) The items listed below were awarded with the preference. The contract number, name of SDB Contractor and the small refinery source are provided.

<u>ITEM NO.</u>	<u>CONTRACT NO.</u> <u>SP0600-98-D</u>	<u>CONTRACTOR</u>	<u>AUTHORIZED SMALL REFINERY SOURCE</u>
831-13	4576	SEVERINA'S AVIATION	KERN OIL & REFINING, INC.
118-08; 118-13; 172-08; 172-13; 178-83; 316-83; 554-68; 560-13; 562-08; 578-68; 582-07; 582-68; 602-68; 604-68; 786-08; 786-13; 791-08	4584	EAGLE AVIATION, INC.	KERN OIL & REFINING, INC.
715-28; 851-12; 851-13; 851-28; 860-28; 890-28; 910-12; 910-13; 910-28; 920-12; 920-28	4584	EAGLE AVIATION, INC.	PETROSOURCE REFINING CORP.
420-12; 420-13; 420-28; 430-13; 430-28; 440-13; 440-28; 930-13; 930-28; 930-34; 940-12; 940-28	4584	EAGLE AVIATION, INC.	INLAND REFINING
560-46	4616	EAGLE AVIATION, INC.	KERN OIL & REFINING, INC.