

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 18 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE SEE BLOCK 16 C	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL – Tammie L. Coll/DESC-BZD PHONE - (703) 767-9312 1.1a, 1.1c and 1.1h		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		SP0600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-03-R-0077	
				9b. DATED (SEE ITEM 11) June 19, 2003	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram, which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The following changes set forth herein are incorporated into Solicitation SP0600-03-R-0077.					
See Attached Pages.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

1. The following change is made to the Commercial/Solicitation Package:

- Page C-3, DD Form 1707, add the following as Paragraph c., and renumber the rest of the paragraphs accordingly.

Please complete and submit with your offer the original plus one copy of all forms contained in the accompanying Offeror Submission Package. Copies of all documents submitted must be exactly the same as the original.

2. The following changes are made to the Commercial/Solicitation Package (Changes also need to be made in the index accordingly):

- a. Page C-8, Clause **I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)** is hereby deleted and replaced by Clause **I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)** which appears on page 6 of this amendment.
- b. Page C-10, Clause **I10.5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)** is hereby deleted and replaced by Clause **I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)** which appears on page 9 of this amendment.

3. The following changes are made to the Addendum Package (Changes also need to be made in the index accordingly):

- a. Page A-9 and A-15, Clause **B1 SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001)**, is hereby updated to add the following to the F76 and JP5 General Notes:

FOB Origin Barge offers originating from suppliers in Korea and Japan will be evaluated only to locations in Korea and Japan, including Hachinohe and Okinawa.

- b. Page A-27, Clause **B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC APR 1997)** is hereby deleted and replaced by Clause **B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003)** which appears on page 4 of this amendment.
- c. Page A-27, Clause **B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK)** is hereby updated to delete Gasoil 1.0 (Singapore Cargoes), reference price \$0.676845 and replaced with Gasoil 0.5 (C&F Japan Singapore Cargoes), reference price \$0.679226, which appears on page 5 of this amendment.

- d. Page A-33, Clause **C36 FUEL OIL, INTERMEDIATE, GRADES RMB-10 (IFO 60)/RME-25 (IFO 180)/RMG-35 (IFO 380) (DESC FEB 2003)** is hereby deleted and replaced by Clause **C36 FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180) AND RMG-35 (IFO 380) (DESC JUL 2003)** which appears on page 11 of this amendment.
 - e. Page A-43, Clause **E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC JAN 2003)** is hereby deleted and replaced by Clause **E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC JUL 2003)** which appears on page 11 of this amendment.
 - f. Page A-60, Clause **G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC OCT 2001)** is hereby deleted and replaced by Clause **G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003)** which appears on page 14 of this amendment.
 - g. Page A-66, Clause **I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)** is hereby deleted and replaced by Clause **I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)** which appears on page 16 of this amendment.
 - h. Page A-69, Clause **I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC APR 2001)** is hereby deleted and replaced by Clause **I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)** which appears on page 18 of this amendment.
4. The following change is made to the Offeror Submission Package (OSP) (Changes also need to be made in the index accordingly):

Page O-27, Clause **K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)** is hereby deleted in its entirety.

B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003)

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

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and
(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

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

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.
(2) **Reference price** means the price assessment or formula set forth in the Table in (f) below with which the base unit price is to fluctuate.

(3) **Date of delivery** is defined as follows:

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

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

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

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

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

(c) **ADJUSTMENTS.**

(1) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision. However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **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, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price 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 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.

(7) **REVISION OF REFERENCE PRICE INDICATOR.** 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--

B19.34 CONT'D

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 indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

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

(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.

(f) **TABLE.**

REFERENCE PRICE TABULATION				
ITEM NO. (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE	REFERENCE PRICE AS OF MAY 28, 2003 (EXCLUDES ALL TAXES)
See Below	Platt's Oilgram Price Report (U.S. Edition)	Product Price Assessments (Singapore/Japan Cargoes)	See Below	Compute average low/high for ten published effective days' price preceding date of lift.

PRODUCT (ITEM NO.)	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE/USG EFFECTIVE MAY 28, 2003
F76	Gasoil 0.5 (C&F Japan Singapore Cargoes)	\$0.679226
RME-25	HSFO 180 cst (Singapore Cargoes)	\$0.578049
JP5	Kerosene (Singapore Cargoes)	\$0.676607
JP8	Kerosene (Singapore Subheading)	\$0.676607

NOTE: Buyer shall include a note or notes in the Table that will identify the specific publication(s), method(s), and time period(s) for calculating the reference price(s), as exemplified below:

For Platts Oilgram: "NOTE: Reference price is the average of the low and high prices for the ten published effective days' prices preceding the date of lift. For example, assume a lift on Friday and on that day, Platt's published the effective price assessment for the previous day (Thursday). That previous day's effective price assessment would be the tenth day used to calculate the reference price. If a lift were on Saturday, Sunday, or Monday, then the prior Friday's effective price, which is published on Monday, would be the tenth day used to calculate the reference price. Because Platt's does not publish on the weekend, Saturday's, Sunday's, and Monday's reference price is calculated the same and then only Saturday's reference and unit prices are reflected in the contract price modification. For any consecutive days' reference prices that calculate to be the same, only the first day's reference and unit prices are shown on the contract price modification. Accordingly, for any lift date not shown on a contract price modification, the last date prior to the missing date is used for payment purposes. If Platt's fails to publish an assessment designated for a particular product yet publishes other assessments for other products, then just that missing effective price for that particular product is not considered as a published day's price for reference price calculation purposes."

(DESC 52.216-9F25)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

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

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

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

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

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

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

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

(7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

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

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

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

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

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

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

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

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- (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- (22) (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - (ii) **Alternate I (May 2002) of 52.225-3.**
 - (iii) Alternate II (May 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (Jun 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

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

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

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

- 52.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 52.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 52.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 52.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- 52.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 52.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 52.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 52.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003); ([] Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 52.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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- [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- Balance
and
2534(a)(3)).
- [] 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – of Payments Program (APR 2003); ([] Alternate (APR 2003)) (41 U.S.C. 10a-10d 19 U.S.C. 3301 note).
- [] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2631).
- [] 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [] 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- [] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([] Alternate I (MAR 2000)); ([] Alternate II (MAR 2000)); ([] Alternate III (MAY 2002)) (10 U.S.C. 2631).
- [X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

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

(DFARS 252.212-7001)

C36 FUEL OIL, INTERMEDIATE, GRADES RME-25 (IFO 180) AND RMG-35 (IFO 380) (DESC JUL 2003)

(a) Product shall conform to ISO 8217:1996.

(b) **ALTERNATE TEST METHODS.** The test methods below can also be used to determine the following requirements:

<u>REQUIREMENTS</u>	<u>TEST METHOD</u>
Density @15°C, kg/m ³	ASTM D 4052
Carbon Residue	ASTM D 4530
Vanadium, mg/kg	ASTM D 5863
Aluminum plus silicon, mg/kg	ASTM D 5184

(c) **FOR THE BULK PROGRAM.** RME-25 (IFO 180) purchased under the DESC Bulk Purchase Program must meet a revised sulfur weight percent limit of 3.5 maximum.

(DESC 52.246-9FFE)

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC JUL 2003)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) **AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):**

Alabama	110	Maine	110	Oklahoma	110
Arizona	110	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

E22 CONT'D

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 ²	Egypt	400	Laos	350 ¹	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 ¹
Armenia	200	Europe (Continental)	200	Malaysia	350 ¹	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 ¹	South America	111
Australia	350 ¹	Greenland	200	Malta	200	Sri Lanka	350 ¹
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 ¹
Bangladesh	350 ¹	India	350 ¹	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 ¹	Myanmar	350 ¹	Thailand	350 ¹
Bhutan	350 ¹	Ireland	200	Nepal	350 ¹	Turkey	200
Brunei	350 ¹	Iraq	400	New Zealand	350 ¹	Turkmenistan	400
Cambodia	350 ¹	Israel	200	Oman	400	United Arab Emirates	400
Canada	120	Japan	340	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Johnston Atoll	310	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Jordan	400				
Central America	111	Kazakhstan	400	Papua New Guinea	310	Vietnam	350 ¹
Chagos Archipelago	300	Kenya	400	Philippines	350 ¹	Wake Island	310
Comoros	200	Korea	330	Qatar	400	Yemen	400
Cyprus	200	Kuwait	400	Ryukus Islands, Japan	340		

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

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

(c) INSPECTION OFFICES AND CODES.

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

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

E22 CONT'D

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

- 200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³

- 300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710

- 310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710

- 320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517

- 330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
[Location: Camp Walker, Taegu, Korea]
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³

E22 CONT'D

340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³
350. DESC Singapore
PSC 470, Box 2700
FPO AP 96534-2700
Phone: 65-287-7626³
FAX: 65-288-6540³
400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

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

(DESC 52.246-9F40)

G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003)

(a) CERTIFICATION OF RECEIPT.

(1) F.O.B. DESTINATION DELIVERIES.

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt 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 SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report 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”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

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

Commercial Items.

(2) F.O.B. ORIGIN DELIVERIES.

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy 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”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

G150.05 CONT'D

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

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

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENT DIVISION
ATTN DFAS-BVDFB/CC
PO BOX 182317
COLUMBUS OH 43218-6250

(c) **SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award 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.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-2473** (DFAS-BVDFB/CC).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-BVDF/CC) at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-BVDF/CC will not be held accountable for transmissions not received.

(5) 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-BVDFB/CC specifically requests it.

(d) **SUBMISSION OF INVOICES ELECTRONICALLY.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(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, and Addendum 824, Invoice Return Notification. 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 Transaction 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, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

G150.05 CONT'D

(e) SUBMISSION OF INVOICES BY COURIER.

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

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
FUELS ACCOUNTING AND PAYMENTS
ATTN DFAS-BVDFB/CC
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

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

(f) NOTES.

(1) Invoices will reflect quantities in **whole** numbers.

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

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause—

Contract date means the date set for bid opening or, if this is a negotiated contact or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

Tax and taxes include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is 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 tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, 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, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

128.21 CONT'D

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties 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. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

186.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than 75 percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(b) Except as authorized by paragraphs (c) through (g) below, the maximum quantity the Government is allowed to purchase and the Contractor is authorized to furnish will not exceed the total quantity of each grade of fuel specified in Schedule B of the contract.

(c) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

(d) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

I86.12 CONT'D

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

(1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker, barge, or pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish up to 50,000 barrels over what the Government would otherwise be entitled to lift. However, in no event shall this additional quantity exceed the monthly quantity as defined in the DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) or the DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) clause.

(2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.

(f) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (f) shall prohibit the overage permitted pursuant to (e) above.

(g) The scope of this contract does not include--

(1) Alteration to the specification that would require significant reconfiguration of refinery design, or significant modification of current and planned refinery operations;

(2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations; and

(3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

(DESC 52.216-9FH5)