

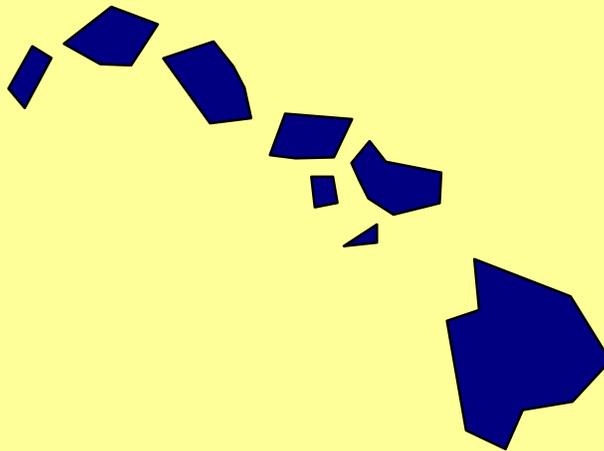
DEFENSE LOGISTICS  
AGENCY



**DEFENSE ENERGY SUPPORT CENTER**  
**8725 JOHN J. KINGMAN HWY, SUITE 4950**  
**FT. BELVOIR, VA 22060-6222**

**CONTRACT BULLETIN**  
**SP0600-98-1050**

**HAWAII PC&S**  
**PROGRAM 3.10**



**ORDERING PERIOD: 01 JAN 1999 - 31 DEC 2000**

**THIS PUBLICATION IS NOT FOR DISTRIBUTION  
OUTSIDE THE AGENCIES OF THE FEDERAL GOVERNMENT**

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**DEPARTMENT OF DEFENSE**  
**and**  
**FEDERAL CIVILIAN AGENCIES**

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## 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** - SP0 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 C** - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.

**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

**PART 7** - INSPECTION RESPONSIBILITY

**PART 8** - RETURNABLE DRUM INFORMATION. (NOT APPLICABLE)

**PART 9** - SMALL REFINERY SOURCE LIST (NOT APPLICABLE).

**PART 10** - CONTRACTS/ITEMS AUTHORIZED TO INCLUDE USED OIL IN FUEL OIL, BURNER GRADES 4 THROUGH 6 (NOT APPLICABLE)

**SEGMENT I****DEPARTMENT OF DEFENSE  
and  
FEDERAL CIVILIAN AGENCIES****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 703-767-9533 DSN 427-9533	DESC-PL	Para (e)
Price Changes	Commercial 703-767-9533 DSN 427-9533	DESC-PL	Para (e)
Inspection, Acceptance, and Quality Problems	Commercial 703-767-8744 DSN 427-8744	DESC-IQ	Para (e)
Requirements/Resupply	All Navy DoD and Other Activities Commercial 703-767-9539 DSN 427-9539	DESC-PL	Para (e)
	Army Activities Commercial 717-770-6752/6758 DSN 977-6752/6758	USAGMPA	
	Air Force Activities Commercial 512-925-7613 DSN 945-7613	DET 29 SA ALC	
Payment Inquiries	Commercial 1-614-693-0621 DSN 869-0621	DFAS-CO-LSFC	

**DESC CONTACT POINT AFTER DUTY HOURS**

COMMAND CONTROL CENTER (CCC)  
Commercial 703-767-8420  
DSN 427-8420  
1-800-2TOPOFF

**SEGMENT II**

**SPECIAL NOTES**

DFSCH 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.

**SEGMENT III****BULLETIN CLAUSE INDEX**

<u>BULLETIN CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
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## 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.

(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-PLB, 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-PLB 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-PLB.

Navy & Marines: DESC-PLB, 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) For PENDING item 001-061, DESC authorizes Local Purchase Authority during the ordering period. Local purchase authority is granted until the activity is notified that a DESC contract has been awarded

(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-PLB 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-funded line items (Items 020-13, 020-28, 501-06, and 950-28), all orders must be entered into the Defense Fuel Automated Management System (DFAMS).**

(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 for DESC funded items must also be input into DFAMS.

(f) **For Barge items ordering procedures**, see the BARGE UNLOADING CONDITIONS contract clause.

**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) The following items are funded by Defense Energy Support Center (DESC), therefore all orders (DD Form 1155, Order for Supplies or Services) placed against these items will cite DESC's fund citation.

Item #	Product	Location	Contractor	Contract #
020-13	DL2	Schofield Barracks	Tesoro Hawaii Corporation	SP0600-99-D-1253
020-28	Reg Unl Mogas	Schofield Barracks	Aloha Petroleum, Ltd.	SP0600-99-D-1250
501-06	Jet fuel	Barking Sands, Kauai	Chevron Products Co.	SP0600-99-D-1251
950-28	Reg Unl Mogas	Honolulu, HI	Aloha Petroleum, Ltd.	SP0600-99-D-1250

All other items listed in this Bulletin are 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-PLB, 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, water-borne transportation (barge) and FOB Origin items will be performed at the location where the loading or filling takes place by the Field Inspection Office cognizant at such location.

**In accordance with the above and Clause E22, the DCMC-Honolulu quality office is assigned inspection responsibility for the following line items:**

Inspection Office	Item Numbers	Source Inspection Point
Defense Contract Management Command International DCMC Honolulu / Fuels Team Box 64110 Camp HM Smith, HI 96861-4110	593-28 and 950-28	Aloha Petroleum, Ltd. 91-119 Hanua St. Kapolei, HI 96707  *Barbers Point, Pier 5 for barge loading
	501-06	Chevron Products Company Port Allen Terminal A&B Road PO Box 218 Eleele, HI 96705
	007-06	Tesoro Hawaii Corporation 945 Kalaniana'ole Ave. Hilo, HI 96720

(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 SEP 1996)**

(a) Army, Navy, Marine Corps, and other DoD components (except Air Force) 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).

**(b) For DESC-funded line items (Items 020-13, 020-28, 501-06, and 950-28), all receipts must be entered into the Defense Fuel Automated Management System (DFAMS).**

(c) 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.

**8. PRICE CHANGES (DESC MAR 1995)**

(a) Prices shown herein are subject to escalation unless indicated as firm. In the event of any changes in prices which are subject to escalation (for other than DESC-funded items), the price changes will be included in price change supplements. 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 which, 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.

**SPECIAL NOTE:**

Customers may now access current prices via the Internet. The contract price changes will be electronically posted by DESC immediately after processing, eliminating the need to telephone DESC or wait to obtain the price change supplement through the mail. This application also provides the capability of obtaining previous prices applicable to the current contract.

Access to Prices-to-Web is provided through the DESC Home Page at: <http://www.desc.dla.mil/main/deschome.htm>. Once inside the DESC Home Page, click on the field labeled "Government Activity" under the Price Adjustment Heading, then enter the Purchase Program Number (3.10) or Contract Number to obtain current prices. If you want previous prices, simply enter the item number and you will get the complete price history.

**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, \$0.130 per gallon on gasohol, or \$0.219 on aviation fuel. 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-PL 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 AND AVIATION FUELS (DESC OCT 1992)**

For all truck-to-truck transfers or truck-to-drum delivery of motor gasoline or aviation fuel, 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.

**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 a DD Form 1155 or SF1449 within 24 hours.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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-----  
 United States Army  
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HILO  
 HI, ARMY, NG, GENERAL LYMAN FIELD (FOR USPFO, HI),  
 ISLAND OF HAWAII  
 HAWAII COUNTY  
 DELIVERY DODAAC: W80X9S  
 ORDERING OFFICE: 808-935-6900

001-061	<b>JET FUEL, TYPE A</b>	32,000	GL	PENDING
	TURBINE FUEL JAA (COM JET A W/FSII) (COM JET A W/O FSII IS AN ACCEPTABLE SUBSTITUTE)			

TANK WAGON (TW), INTO  
 1/2,500 GALLON HEMTT TANKER(S)  
 1/1,200 GALLON TANKER TRUCK(S)  
 DELIVERY HOURS: 0730-1630 MONDAY TO FRIDAY  
 WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE.  
 HEAVY USAGE PERIOD: MAY - NOVEMBER  
 THIS IS THE PREFERRED DELIVERY MODE.

\*\*\*\*\*

POHAKULOA AND VICINITY  
 HI, ARMY, USAG-HI, 36 MILES FROM HILO ON SADDLE ROAD,  
 ISLAND OF HAWAII  
 HAWAII COUNTY  
 DELIVERY DODAAC: W80X9S  
 ORDERING OFFICE: 808-536-2294 EXT 421

007-06	<b>JET FUEL, TYPE A</b>	1,472,000	GL	0.990000	99-D-1253
	TURBINE FUEL JAA				

TANK TRUCK (TT), INTO  
 2/10,000 GALLON TANKS  
 NOTE: WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE.  
 DELIVERY HOURS: 0700-1600

007-13	<b>DIESEL FUEL #2 (DL2)</b>	64,000	GL	0.699000	99-D-1251
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TANK TRUCK (TT), INTO  
 2/10,000 GALLON TANKS  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1600  
 DELIVERY PERIOD: JANUARY - NOVEMBER.  
 NOTE: WEEKEND DELIVERIES MAY BE REQUIRED WITH ADVANCE NOTICE.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Army -----				
007-28	GASOLINE, REG UNL (MUR)	64,000	GL	0.729000 99-D-1251
	TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.  *****  HONOLULU HI, ARMY, TRIPLER MEDICAL CENTER, (FOR USAG-HI), ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: W80X9S ORDERING OFFICE: 808-433-6068			
013-13	DIESEL FUEL #2 (DL2)	256,000	GL	0.609000 99-D-1251
	TANK TRUCK (TT), INTO 2/7,500 GALLON ABOVE GROUND TANK(S) FOR BUILDING WING G1, C LEVEL ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0800-1400  *****  SCHOFIELD BARRACKS HI, ARMY, WHEELER ARMY AIRFIELD (FOR USAG-HI), ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: W80X9S ORDERING OFFICE: 808-655-0011			
019-13	DIESEL FUEL #2 (DL2)	496,000	GL	0.609000 99-D-1251
	TANK TRUCK (TT), INTO 20/10,000 GALLON TANKS AT BUILDING 1087A, AND 1/18,000 GALLON TANK AT BLDG 2802 (LAUNDRY). ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1500			
019-28	GASOLINE, REG UNL (MUR)	40,000	GL	0.630000 99-D-1253
	TANK TRUCK (TT), INTO 5/10,000 GALLON TANKS AT BLDG 1087A (FOR FUEL YARD). ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1500 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.			

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 Defense Energy Support Center  
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SCHOFIELD BARRA CKS  
 HI, DESC, SERVICE STATION, ISLAND OF OAHU.  
 HONOLULU COUNTY  
 GOVERNMENT OWNED/CONTRACTOR OPERATED FACILITY  
 DELIVERY DODAAC: UY7325  
 ORDERING OFFICE: 808-477-6692

020-13	DIESEL FUEL #2 (DL2)	1,112,000	GL	0.630000	99-D-1253
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TANK TRUCK (TT), INTO  
 1/10,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 100% ON HIGHWAY USE

020-28	GASOLINE, REG UNL (MUR)	438,000	GL	0.588800	99-D-1250
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TANK TRUCK (TT), INTO  
 2/10,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 100% ON HIGHWAY USE  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

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 United States Army  
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HONOLULU  
 HI, ARMY, FORT RUGER, (FOR USAG-HI), ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: W80X9S  
 ORDERING OFFICE: 808-737-8278/8305

025-13	DIESEL FUEL #2 (DL2)	28,000	GL	0.623900	99-D-1250
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TANK WAGON (TW), W/PUMP AND METER INTO  
 1/3,000 GALLON BELOW GROUND TANK  
 1/2,500 GALLON BELOW GROUND TANK  
 ANTICIPATE 10% ON HIGHWAY USE

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KAENA POINT  
 HI, ARMY, (SATELLITE TRACKING STATION), 4 MILES NORTH OF MAKAHA ON  
 HIGHWAY 90, (FOR USAG-HI), ISLAND OF OAHU  
 WAIANAE COUNTY  
 DELIVERY DODAAC: W80X9S  
 ORDERING OFFICE: 808-637-7322/7323

031-13	DIESEL FUEL #2 (DL2)	72,000	GL	0.623900	99-D-1250
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TANK TRUCK (TT), INTO  
 2/20,000 GALLON BELOW GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1600

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR	
----- United States Army -----					
KILAUEA MILITARY CAMP AND HI, ARMY, DIRECTORATE OF FACILITIES, ENGINEERING, KILAUES VOLCANO NATIONAL PARK, ISLAND OF HAWAII HAWAII COUNTY DELIVERY DODAAC: W80X9S ORDERING OFFICE: 808-967-8379/8380					
037-34	DIESEL FUEL #2 (DF2)	40,000	GL	0.752200	99-D-1250
TANK WAGON (TW), W/PUMP AND METER INTO 2/2,000 GALLON ABOVE GROUND TANK(S) 1/1,000 GALLON ABOVE GROUND TANK(S) 1/500 GALLON ABOVE GROUND TANK(S) 10/55 GALLON DRUM(S) ANTICIPATE 0% ON HIGHWAY USE					
----- United States Navy -----					
BARKING SANDS RANGE HI, NAVY, (FOR PMRF, CONTRACTOR BARKER SUPPORT SERVICES, INC.), ISLAND OF KAUAI KAUAI COUNTY DELIVERY DODAAC: N0534A ORDERING OFFICE: 808-335-4641					
500-28	GASOLINE, REG UNL (MUR)	140,000	GL	1.141000	99-D-1252
TANK WAGON (TW), W/PUMP INTO 2/5,000 GALLON TANKS AT SERVICE STATION ANTICIPATE 10% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
500-68	DIESEL FUEL #2, LOW SULF (LS2)	60,000	GL	1.134000	99-D-1252
TANK WAGON (TW), W/PUMP INTO 1/6,000 GALLON TANK AT SERVICE STATION ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530					
500-70	DIESEL FUEL #2, HIGH SUL (HS2)	300,000	GL	0.832000	99-D-1252
TANK TRUCK (TT), W/PUMP INTO 3/10,000 GALLON TANKS AT POWER PLANT ANTICIPATE 0% ON HIGHWAY USE					

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----					
KEKAHA HI, NAVY, PMRF FUEL FARM, ISLAND OF KAUAI KAUAI COUNTY DELIVERY DODAAC: N0534A ORDERING OFFICE: 808-471-6211/12					
501-06	<b>JET FUEL, TYPE A</b> (COM JET A W/O FSII)	2,287,500	GL	1.250000	99-D-1251
TANK TRUCK (TT), AT FUEL FARM (PRMF) INTO 1/50,000 GALLON TANK DELIVERY: OCTOBER-MAY, 0730-1600, MONDAY-FRIDAY JUNE-SEPTEMBER, 0600-1500, MONDAY-FRIDAY NOTE: CONTRACTOR TO DELIVER FROM CONTRACTOR'S STORAGE FACILITIES AT KAUAI FOR DELIVERY INTO GOVT TANKS AT PMRF, BARKING SANDS. MINIMUM DELIVERY: 7,000 GALLONS					
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MAKAHA RIDGE HI, NAVY, (FOR BARKING SANDS RANGE)(FOR PMRF, CONTRACTOR-BAKER SUPPORT SERVICES, INC.) ISLAND OF KAUAI KAUAI COUNTY DELIVERY DODAAC: N0534A ORDERING OFFICE: 808-335-4641					
506-70	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	120,000	GL	1.052000	99-D-1252
TANK WAGON (TW), INTO 2/6,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE					
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PORT ALLEN HARBOR, HI, NAVY, (DOCKSIDE, FOR BARKING SANDS RANGE) (FOR PMRF, CONTRACTOR-BAKER SUPPORT SERVICE INC.) SURFACE TARGET, ISLAND OF KAUAI KAUAI COUNTY DELIVERY DODAAC: N0534A ORDERING OFFICE: 808-335-4641					
512-28	<b>GASOLINE, REG UNL (GUR)</b>	100,000	GL		PENDING
TANK WAGON (TW), INTO 1/2,000 GALLON TANK TRUCK ANTICIPATE 10% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WILL NOT BE AWARDED.					

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
	----- United States Navy -----				
	PORT ALLEN HI, NAVY, MARINE DEPARTMENT, (FOR PMRF, CONTRACTOR-ITT), ISLAND OF KAUAI KAUAI COUNTY DELIVERY DODAAC: N0534A ORDERING OFFICE: 808-335-4641				
518-70	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	340,000	GL	0.972000	99-D-1252
	TANK TRUCK (TT), W/PUMP INTO 2/5,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE MULTIPLE DROP  *****				
	KOKEE/KOKEE STATE PARK HI, NAVY, (FOR BARKING SANDS RANGE) (FOR PMRF, CONTRACTOR-BAKER SUPPORT SERVICES INC.), ISLAND OF KAUAI KAUAI COUNTY DELIVERY DODAAC: N0534A ORDERING OFFICE: 808-335-4641				
524-70	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	60,000	GL	1.082000	99-D-1252
	TANK WAGON (TW), INTO 2/25,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 2,500 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS  *****				
	BARBERS POINT HI, NAVY, NAVAL AIR STATION, BUILDING 1860, AT FUEL FARM, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N00334 ORDERING OFFICE: 808-684-0224/0096				
536-68	<b>DIESEL FUEL #2, LOW SULF (LS2)</b>	16,000	GL	0.659000	99-D-1251
	TANK TRUCK (TT), INTO 1/30,000 GALLON TANK BOTTOM LOADING REQUIRED FOR LOADING AND OFF LOADING. ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1300 MINIMUM DELIVERY: 8,000 GALLONS MAXIMUM DELIVERY: 16,000 GALLONS DELIVERY: APPROX JANUARY-JULY 1999.				

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 United States Navy  
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BARBERS POINT  
 HI, NAVY, NAVAL AIR STATION, MISSION STREET  
 (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: N62755  
 ORDERING OFFICE: 808-471-0042

542-28	GASOLINE, REG UNL (MUR)	249,000	GL	0.598800	99-D-1250
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TANK WAGON (TW), INTO  
 1/5,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1530  
 MINIMUM DELIVERY: 1,000 GALLONS  
 MAXIMUM DELIVERY: 4,500 GALLONS  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

542-68	DIESEL FUEL #2, LOW SULF (LS2)	52,000	GL	0.659000	99-D-1251
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TANK WAGON (TW), INTO  
 1/5,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1530  
 MINIMUM DELIVERY: 1,000 GALLONS  
 MAXIMUM DELIVERY: 4,500 GALLONS

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PEARL HARBOR  
 HI, NAVY, FORD ISLAND, BUILDING 197,  
 LEXINGTON BOULEVARD AND INDEPENDENCE STREET  
 (FOR PUBLIC WORKS CENTER),  
 ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: N62755  
 ORDERING OFFICE: 808-471-0042

548-28	GASOLINE, REG UNL (MUR)	110,000	GL	0.598800	99-D-1250
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TANK WAGON (TW), INTO  
 1/4,000 GALLON TANK  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1530  
 MINIMUM DELIVERY: 1,000 GALLONS  
 MAXIMUM DELIVERY: 3,500 GALLONS  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----					
PEARL HARBOR HI, NAVY, SHIPYARD AVENUE D AND 10TH STREET (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62755 ORDERING OFFICE: 808-471-0042					
554-28	<b>GASOLINE, REG UNL (MUR)</b>	910,000	GL	0.588800	99-D-1250
TANK WAGON (TW), INTO 1/10,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 2,000 GALLONS MAXIMUM DELIVERY: 8,500 GALLONS NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
554-68	<b>DIESEL FUEL #2, LOW SULF (LS2)</b>	293,000	GL	0.659000	99-D-1251
TANK WAGON (TW), W/3 INCH CAMLOCK (DRY COUPLER) INTO 2/6,000 GALLON ABOVE GROUND TANK(S) BOTTOM LOAD INTO TANKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 6,000 GALLONS					
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KANEHOE HI, NAVY, MCBH, D STREET, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N00318 ORDERING OFFICE: 808-257-3187					
561-26	<b>GASOLINE, MID UNL (MUM)</b>	336,000	GL	0.660000	99-D-1253
TANK TRUCK (TT), INTO 1/25,000 GALLON TANK AT BUILDING S-300 ANTICIPATE 15% ON HIGHWAY USE MINIMUM DELIVERY: 9,000 GALLONS MAXIMUM DELIVERY: 18,000 GALLONS NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
561-68	<b>DIESEL FUEL #2, LOW SULF (LS2)</b>	520,000	GL	0.609000	99-D-1251
TANK TRK/TRL (TTR), W/PUMP INTO 1/25,000 GALLON TANK AT BUILDING S-300 1/12,000 GALLON TANK AT BUILDING 6035 ANTICIPATE 75% ON HIGHWAY USE MULTIPLE DROP					

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 United States Navy  
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LUALUALEI  
 HI, NAVY, NAVAL MAGAZINE DEPOT, BUILDING 415 KOLEKOLE ROAD  
 (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: N62755  
 ORDERING OFFICE: 808-471-0042

567-28	<b>GASOLINE, REG UNL (MUR)</b>	<b>84,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 1/5,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1530  
 MINIMUM DELIVERY: 1,000 GALLONS  
 MAXIMUM DELIVERY: 3,000 GALLONS  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

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PEARL HARBOR  
 HI, NAVY, NAVAL STATION BUILDINGS 1333, 1247, 1623, &  
 BLDG 136 AT FORD ISLAND  
 ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: N62813  
 ORDERING OFFICE: 808-474-9187

573-28	<b>GASOLINE, REG UNL (MUR)</b>	<b>76,800</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 1/1,000 GALLON TANK NEXT TO BLDG 44 (FORD ISLAND)  
 ANTICIPATE 100% ON HIGHWAY USE  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

573-70	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	<b>20,000</b>	<b>GL</b>	<b>0.630900</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 4/1,000 GALLON TANKS  
 1/1,000 GALLON TANK AT BLDG 136 (FORD ISLAND)  
 ANTICIPATE 0% ON HIGHWAY USE

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----					
PEARL HARBOR HI, NAVY, NAVAL STATION, BUILDING A19, GOLF COURSE MAINTENANCE BUILDING 602, MARINE, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62813 ORDERING OFFICE: 808-471-0142/9680					
579-28	<b>GASOLINE, REG UNL (MUR)</b>	<b>55,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
TANK WAGON (TW), INTO 1/1,000 GALLON TANK AT BUILDING A19 (NMGC) 1/500 GALLON TANK AT BUILDING 602 (MARINA) ANTICIPATE 0% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
579-68	<b>DIESEL FUEL #2, LOW SULF (LS2)</b>	<b>15,000</b>	<b>GL</b>	<b>0.630900</b>	<b>99-D-1250</b>
TANK WAGON (TW), INTO 1/600 GALLON TANK AT BUILDING A19 (NMGC) ANTICIPATE 0% ON HIGHWAY USE					
579-70	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	<b>48,000</b>	<b>GL</b>	<b>0.630900</b>	<b>99-D-1250</b>
TANK WAGON (TW), INTO 1/500 GALLON TANK AT BUILDING 610 (MARINA) ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 250 GALLONS					

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----				
PEARL HARBOR HI, NAVY, NAVAL SHIPYARD, BUILDING 149 (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62755 ORDERING OFFICE: 808-471-0042				
585-53	<b>FUEL OIL, BURNER #5 (LT) (FL5) 2,550,000</b> MAX. SULFUR CONTENT 0.20 %	GL	0.559000	99-D-1251
TANK TRUCK (TT), INTO 1/75,000 GALLON TANK POWER PLANT #2 (BUILDING #149)				
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PEARL HARBOR HI, NAVY, PEARL HARBOR NAVAL SHIPYARD, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62755 BILLING DODAAC: N62755 ORDERING OFFICE: 808-474-0308				
586-68	<b>DIESEL FUEL #2, LOW SULF (LS2) 876,000</b>	GL	0.598800	99-D-1250
TANK WAGON (TW), INTO 1/10,000 GALLON TANK AT PORTABLE BOILER (LOCATED BEHIND WATER TANK #S-1066). ANTICIPATE 0% ON HIGHWAY USE				
586-70	<b>DIESEL FUEL #2, HIGH SUL (HS2) 1,560,000</b>	GL	0.600000	99-D-1253
TANK TRUCK (TT), INTO 1/50,000 GALLON TANK AT POWER PLANT #2, TANK #S-1062. ANTICIPATE 0% ON HIGHWAY USE				

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----					
PEARL HARBOR HI, NAVY, NAVAL SHIPYARD, TRANSPORTATION COMPOUND, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N32253 ORDERING OFFICE: 808-474-5235					
<b>593-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>100,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
FOB ORIGIN (FOB), AT CONTRACTOR'S TERMINAL INTO BOTTOM LOADING TRUCKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1600 MINIMUM DELIVERY: 600 GALLONS MAXIMUM DELIVERY: 1,000 GALLONS EMERGENCY DELIVERIES MAY BE REQUIRED DURING WEEKENDS WITH ADVANCE NOTICE. NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
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PEARL HARBOR HI, NAVY, PWC COMPOUND, BUILDING X-30 MOANALUA RANGE, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62755 ORDERING OFFICE: 808-471-0042					
<b>599-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>350,000</b>	<b>GL</b>	<b>0.588800</b>	<b>99-D-1250</b>
TANK WAGON (TW), INTO 1/8,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 7,500 GALLONS NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
<b>599-68</b>	<b>DIESEL FUEL #2, LOW SULF (LS2)</b>	<b>95,000</b>	<b>GL</b>	<b>0.659000</b>	<b>99-D-1251</b>
TANK WAGON (TW), INTO 1/8,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 7,500 GALLONS					

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----				
WAHIAWA HI, NAVY, NAV COM STATION, BUILDING S232, ANZIO DRIVE, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62755 ORDERING OFFICE: 808-471-0042				

611-28	GASOLINE, REG UNL (MUR)	62,000	GL	0.608800	99-D-1250
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TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1500  
MINIMUM DELIVERY: 1,000 GALLONS  
MAXIMUM DELIVERY: 2,500 GALLONS  
NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

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WAHIAWA  
HI, NAVY, NAVAL COMMUNICATION AREA MASTER STATION,  
EASTERN PACIFIC, ISLAND OF OAHU  
HONOLULU COUNTY  
DELIVERY DODAAC: N00950  
ORDERING OFFICE: 808-653-5473

617-70	DIESEL FUEL #2, HIGH SUL (HS2)	80,000	GL	0.630900	99-D-1250
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TANK TRUCK (TT), INTO  
1/20,000 GALLON TANK  
2/15,000 GALLON TANK  
1/12,000 GALLON TANK  
1/10,000 GALLON TANK  
3/5,000 GALLON TANKS  
2/2,000 GALLON TANKS  
ANTICIPATE 0% ON HIGHWAY USE  
MULTIPLE DROP

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Navy -----				
WAIPAHU HI, NAVY, NAVAL SEA SYSTEMS COMMAND DETACHMENT, INACTIVE SHIP MAINTENANCE FACILITY, ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N57026 ORDERING OFFICE: 808-471-4521				
624-70	DIESEL FUEL #2, HIGH SUL (HS2)	50,000	GL 0.649000	99-D-1251
TANK WAGON (TW), W/100 FEET OF HOSE INTO 1/23,000 GALLON TANK TRAILER AT YRDH-6 AT PIER ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 20,000 GALLONS				
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WEST LOCH HI, NAVY, NAVAL MAGAZINE DEPOT, WEST LOCH BRANCH 18TH & G STREET (FOR PUBLIC WORKS CENTER), ISLAND OF OAHU HONOLULU COUNTY DELIVERY DODAAC: N62755 ORDERING OFFICE: 808-471-0042				
630-28	GASOLINE, REG UNL (MUR)	116,000	GL 0.606700	99-D-1250
TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.				
630-68	DIESEL FUEL #2, LOW SULF (LS2)	18,000	GL 0.669000	99-D-1251
TANK WAGON (TW), INTO 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0700-1530 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS				

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 United States Air Force  
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HICKAM AFB  
 HI, USAF, 15TH SUPPLY SQDN (PACAF), ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: FP5260  
 ORDERING OFFICE: 808-449-2707

750-13	DIESEL FUEL #2 (DL2)	650,000	GL	0.598800	99-D-1250
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TANK WAGON (TW), INTO  
 1/100,000 GALLON TANK AT BUILDING T-11064 AREA 11  
 2/10,000 GALLON TANKS AT BUILDING 1037  
 ANTICIPATE 0% ON HIGHWAY USE  
 TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE  
 MULTIPLE DROP

\*\*\*\*\*

HICKAM AFB  
 HI, USAF, 15TH SUPPLY SQDN (PACAF), ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: FP5260  
 ORDERING OFFICE: 808-449-2707

750-28	GASOLINE, REG UNL (MUR)	450,000	GL	0.588800	99-D-1250
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TANK WAGON (TW), INTO  
 2/10,000 GALLON TANK AT BUILDING 1037  
 ANTICIPATE 0% ON HIGHWAY USE  
 MAXIMUM DELIVERY: 4,000 GALLONS  
 TRUCKS MUST ENTER AND EXIT THROUGH KUNTZ GATE.  
 MULTIPLE DROP  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 Defense Energy Support Center  
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BARBERS POINT  
 HI, DESC, MSC, ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY DODAAC: SJ0600  
 (ADDITIONAL BILLING DODAACS ARE: WB11AC, W81Y9R,  
 UC1163)  
 BILLING DODAAC: HD1121  
 ORDERING OFFICE: 808-477-6692

950-28	<b>GASOLINE, REG UNL (MUR)</b>	<b>860,000</b>	<b>GL</b>	<b>0.588800</b>	<b>99-D-1250</b>
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FOB ORIGIN (FOB), PIER SIDE AND TRUCK LOADING  
 RACK INTO MSC CHARTERED MARINE VESSEL  
 AT BARBERS POINT PIER  
 ANTICIPATE 0% ON HIGHWAY USE  
 MINIMUM DELIVERY: 21,000 GALLONS  
 MAXIMUM DELIVERY: 294,000 GALLONS

**NOTE 1:** MINIMUM PUMP RATE OF 1,000 BPH IS REQUIRED FOR PIER SIDE "PIPELINE" LOADING (WHETHER PRODUCT IS LOADED ONTO A VESSEL EITHER BY PIPELINE OR BY TANK TRUCK).

**NOTE 2:** THE SHORE TANK USED MUST BE SAMPLED. IF FOUND TO BE HOMOGENEOUS AND THE PIER PIPELINE IS CAPABLE OF BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN FULL SPECIFICATION TESTING WILL BE PERFORMED ON THE SHORE TANK SAMPLE. IF THAT TANK IS FOUND NOT TO BE HOMOGENEOUS (EG: STRATIFIED), OR IF PIER PIPELINE IS INCAPABLE OF BEING RECIRCULATED WITH SHORE TANK PRODUCT, THEN THE CONTRACTOR WILL BE RESPONSIBLE FOR PRODUCT QUALITY ONBOARD THE VESSEL, HAVING FULL SPECIFICATION TESTING PERFORMED ON THE VESSEL COMPOSITE. IF THE SPEC TEST RESULTS ARE NOT AVAILABLE BEFORE THE VESSEL RELEASE DATE, THEY MAY BE SUPPLIED TO THE COGNIZANT QAR NO LATER THAN 72 HRS AFTER THE VESSEL RELEASE DATE/TIME ANNOTATED ON THE DD250-1, AND PRIOR TO VESSEL DISCHARGE. FINAL GOVT ACCEPTANCE OF PRODUCT WILL NOT TAKE PLACE UNTIL THE FINAL TEST RESULTS ARE RECEIVED.

NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
----- United States Postal Service -----					
HILO HI, USPS, 1299 KEKUANAOA STREET, GENERAL LYMAN FIELD 96720-9998, ISLAND OF HAWAII HAWAII COUNTY DELIVERY FEDAAC: 189202 ORDERING OFFICE: 808-933-7092					
<b>B01-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>65,000</b>	<b>GL</b>	<b>0.729000</b>	<b>99-D-1251</b>
TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE MINIMUM DELIVERY: 5,200 GALLONS NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.  *****					
HONOLULU HI, USPS, MAIN OFFICE 3600 AOOLELE STREET 96820-9998, ISLAND OF OAHU HONOLULU COUNTY DELIVERY FEDAAC: 189203 ORDERING OFFICE: 808-423-3914/3909					
<b>B07-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>85,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
TANK TRUCK (TT), INTO 2/6,000 GALLON TANKS ANTICIPATE 95% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					
<b>B07-68</b>	<b>DIESEL FUEL #2, LOW SULF (LS2)</b>	<b>128,000</b>	<b>GL</b>	<b>0.659000</b>	<b>99-D-1251</b>
TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE AVERAGE DELIVERY: 3,500 GALLONS  *****					
HONOLULU, HI, USPS, 4354 PAHOA AVENUE, WAIALAE KAHALA STATION, ISLAND OF OAHU HONOLULU COUNTY DELIVERY FEDAAC: 1892AH ORDERING OFFICE: 808-737-8920					
<b>B08-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>43,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.					

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 United States Postal Service  
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HONOLULU  
 HI, USPS, VMF, 89 SAND ISLAND ROAD 96819-2200,  
 ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY FEDAAC: 189217  
 ORDERING OFFICE: 808-832-3267

<b>B09-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>40,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 AVERAGE DELIVERY: 3,500 GALLONS  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

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HONOLULU,  
 HI, USPS, 7040 HAWAIKAI DRIVE, 96825-9998,  
 13.6 MILES NORTHEAST OF HONOLULU, ISLAND OF OAHU,  
 HONOLULU COUNTY  
 DELIVERY FEDAAC: 1892AJ  
 ORDERING OFFICE: 808-395-9765

<b>B19-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>53,000</b>	<b>GL</b>	<b>0.628800</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 AVERAGE DELIVERY: 3,500 GALLONS  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

ITEM NUMBER	ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
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 United States Postal Service  
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KANEOHE  
 HI, USPS, 46-036 KAMEHAMEHA HIGHWAY, 96744-9998, ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY FEDAAC: 189206  
 ORDERING OFFICE: 808-235-3761

<b>B31-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>54,000</b>	<b>GL</b>	<b>0.618700</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 AVERAGE DELIVERY: 3,500 GALLONS  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

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PEARL CITY  
 HI, USPS, POST OFFICE, 950 KAMEHAMEHA HIGHWAY, 96782-9998  
 (6 MILES FROM CITY), ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY FEDAAC: 189214  
 ORDERING OFFICE: 808-456-0660

<b>B37-28</b>	<b>GASOLINE, REG UNL (MUR)</b>	<b>84,000</b>	<b>GL</b>	<b>0.608800</b>	<b>99-D-1250</b>
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TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 NOTE: GASOHOL WAS SOLICITED BUT WAS NOT AWARDED.

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 United States Coast Guard  
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HONOLULU  
 HI, USCG, SAND ISLAND ACCESS RD, AREA 4, ISLAND OF OAHU  
 HONOLULU COUNTY  
 DELIVERY FEDAAC: Z47810  
 ORDERING OFFICE: 808-541-1556

<b>B20-70</b>	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	<b>30,000</b>	<b>GL</b>	<b>0.630900</b>	<b>99-D-1250</b>
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TANK WAGON (TW), W/PUMP AND METER INTO  
 1/2,000 GALLON ABOVE GROUND TANK(S)  
 (STATION HONOLULU)  
 1/500 GALLON ABOVE GROUND TANK(S) (MOTOR POOL)  
 ANTICIPATE 0% ON HIGHWAY USE  
 MINIMUM DELIVERY: 200 GALLONS  
 MAXIMUM DELIVERY: 2,000 GALLONS

ITEM NUMBER		ESTIMATED QUANTITY	UI	UNIT PRICE	CONTRACT SERIAL NR
	----- United States Coast Guard -----				
	LIHUE HI, USCG, NAWILIWILI MOORING ISLAND OF KAUAI DELIVERY FEDAAC: Z13254 ORDERING OFFICE: 808-541-1556				
<b>B32-70</b>	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	<b>60,000</b>	<b>GL</b>	<b>1.032000</b>	<b>99-D-1252</b>
	TANK WAGON (TW), W/PUMP AND METER INTO 1/1,000 GALLON ABOVE GROUND TANK(S) (USCGC PT EVANS) ANTICIPATE 0% ON HIGHWAY USE MINIMUM DELIVERY: 200 GALLONS MAXIMUM DELIVERY: 1,000 GALLONS				
	----- Department of Agriculture -----				
	WAIMANLO HI, DA, 41-650 AHIKIST, FRUIT FLY REARING FACILITY, ISLAND OF OAHU HAWAII COUNTY DELIVERY FEDAAC: 129296 ORDERING OFFICE: 808-259-8822				
<b>B43-70</b>	<b>DIESEL FUEL #2, HIGH SUL (HS2)</b>	<b>130,000</b>	<b>GL</b>	<b>0.633200</b>	<b>99-D-1250</b>
	TANK WAGON (TW), INTO 1/5,200 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE				

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**Note: Clause B19.19 is applicable only to MOGAS items awarded under Aloha Petroleum Contract SP0600-99-D-1250**

**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 24 Aug 98. 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.

**B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997) CONT'D**

(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.

(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.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

LUNDBERG SURVEY  
 WHOLESALE UNLEADED GASOLINE PRICE AVERAGES  
 PADD 5, CITY: HONOLULU, HI  
 CONVENTIONAL GASOLINE, DEALER, REGULAR UNLEADED

(DESC 52.216-9F27)

**Note: Clause B19.27 is applicable to the following:**

- 1. Diesel fuel items awarded under Contract SP0600-99-D-1250, and**
- 2. All items awarded under Contracts SP0600-99-D-1251, SP0600-99-D-1252 and SP0600-99-D-1253**

**B19.27 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII)  
(DESC JUL 1998)**

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

(1) The unit prices set forth in this 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 the provisions of this clause.

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

(1) **Award price** means the unit price offered for the item of supply identified by the item number.

(2) **Established catalog price** is the price with which the award price is to fluctuate. The established catalog price is a price for a commercial item sold in substantial quantities to the general public and is the net price after applying any standard trade discounts offered by the Contractor. Accordingly, changes in the discount shall be treated as a change in the established catalog price, provided such discount is offered in substantial quantities to the general public.

(3) **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.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Contracting Officer of any change in the established catalog price within 15 days from the effective date of such change.

(i) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall consist of a copy of the Contractor's supplier's notice or invoice, which clearly shows the supplier's name, the increase / decrease in price or invoice price, the applicable product, and the effective date of the change.

(ii) **CHANGE IN CONTRACTOR'S POSTED PRICE.** If the Contractor's posted price changes for reasons other than a change in supplier price, the price change notification shall include written documentation sufficient to justify such change. In the event the Contracting Officer determines the justification insufficient to warrant such a change, the Contractor will be notified within three working days of DESC's receipt of the price change notification. The Contractor shall continue performance under this contract until the situation is resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the established catalog price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(3) **MODIFICATIONS.** Any resultant price changes shall be executed by the Contracting Officer through contract modifications in accordance with the following:

(i) The effective date of the price change modification will be the date of the latest posting issued on or prior to the date of delivery.

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

(iii) **INCREASES.** Any increase in unit price as a result of an increase in the established catalog price shall apply to all deliveries made on or after the effective date of the price change issued by the Contracting Officer. However, no modification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

**B19.27 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII)  
(DESC JUL 1998) CONT'D**

(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.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price 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 an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the established catalog 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, and 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.

(DESC 52.216-9F19)

**C16.09 TURBINE FUEL, AVIATION (JET A/A1/A50/B) (DESC APR 1998)**

(a) Any reference to **ASTM** in this clause means the latest revision thereof, as set forth in the DODISS SPECIFICATIONS clause.

(b) Aviation turbine fuel shall be in accordance with the requirements of ASTM D 1655. If fuel contains electrical conductivity additive, the conductivity limits of 100-700 picosiemens per meter (ps/m) as measured by ASTM D 2624 (latest revision) shall apply.

(c) Test procedures and requirements for thermal stability must conform to MIL-T-83133 (latest revision) requirements and procedures.

(d) Type Jet A50 jet fuel defines a grade of product equal in all respects to type Jet A jet fuel except for freeze point, which is limited to -50°F maximum in lieu of -40°F maximum.

**C16.69 SPECIFICATIONS (DESC APR 1998)**

(a) Any reference to **ASTM** in this clause means the latest revision thereof, as set forth in the DODISS SPECIFICATIONS clause.

(b) 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.

**C16.69 SPECIFICATIONS (DESC APR 1998) CONT'D**

(1) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 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

(i) 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.

(ii) 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.

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

(iv) 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.

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

(2) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 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 October 10, 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

(i) 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.

(ii) 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.

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

(3) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 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 February 16, 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).

**C16.69 SPECIFICATIONS (DESC APR 1998) CONT'D**

<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

(i) 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.

(ii) 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.

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

(4) **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.**

(i) **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**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	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

**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

(A) 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.

(B) 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.

(C) 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.

**C16.69 SPECIFICATIONS (DESC APR 1998) CONT'D**

(ii) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975 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

(A) 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.

(B) 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.

(iii) **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.

(iv) **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--

(A) 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**

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

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

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

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>
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

(i) 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.

**C16.69 SPECIFICATIONS (DESC APR 1998) CONT'D**

(ii) **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 CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100 <sup>0</sup> F (38 <sup>0</sup> C) min

**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.

(iii) 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.

(iv) 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.

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**C16.69 SPECIFICATIONS (DESC APR 1998) CONT'D**

[ ] 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: \_\_\_\_\_

(v) 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.

(vi) 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.

(6) **KEROSENE.** ASTM D 3699 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.

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL AVIATION FUEL DELIVERIES.

**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;

(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;

**E1 CONT'D**

(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

(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.

## E1 CONT'D

(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  $\pm 0.5$  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.

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

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

E1 CONT'D

TABLE I

**MINIMUM SAMPLING AND TESTING REQUIREMENTS<sup>(1)</sup>**

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

<b>TYPE OF SAMPLE</b>	<b>MINIMUM QUANTITY</b>	<b>RETENTION PERIOD</b>
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.

**E4 INSPECTION AND ACCEPTANCE (DESC NOV 1991)**

(a) **INSPECTION.** When Government inspection is required, it will be performed by the Quality Representative assigned responsibility over the location where loading takes place. In order that such inspection can be accomplished, the Contractor will provide the Quality Office, upon receipt of an order, with the following information, at least 24 hours prior to delivery (5 days, if possible):

- (1) Contract number and order number;
- (2) Specification and nomenclature of product;
- (3) Date and time of shipment;
- (4) Name and location of refinery of supplies ordered and furnished;
- (5) Identity of conveyance and consignee; and
- (6) Quantity to be shipped.

(b) **ACCEPTANCE.**

- (1) Acceptance by the Government of supplies ordered and furnished shall be at origin on f.o.b. origin deliveries.
- (2) Acceptance by the Government of supplies ordered and furnished shall be at destination on f.o.b. destination deliveries.

(c) **QUALITY OFFICES AND AREAS.** A List of Quality Offices and Areas will be furnished to successful offerors.

(DESC 52.246-9F08)

**E18.01 INSPECTION SYSTEM (DESC DEC 1993)**

(a) Records on product supplied to the U.S. Government by the Contractor or subcontractor (including supplier) shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract. The Government reserves the right to perform Quality Inspection at all times and places. The Federal Acquisition Regulation requires that such records be maintained for a period of four years if this contract contains any of the following clauses: AUDIT - SEALED BIDDING; AUDIT - NEGOTIATION; or EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL.

(b) The Contractor shall furnish hereunder, from time to time, samples of each product or grade of product to be furnished under this contract at the request of, and in the manner and to the place designated by, the Quality Representative; PROVIDED, however, that in no event shall the Contractor be required to furnish during the period of this contract more than five 1-gallon samples of each product or grade of product from each facility from which such product is shipped to the Government. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor.

**E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC NOV 1997)**

This List of Inspectors shall be used to identify, by procurement location, the Government inspector (Quality Representative) assigned inspection responsibility under DESC overseas contracts for petroleum products or additives. The area of inspection responsibility and identifying office number are assigned in (a) below. Paragraph (b) indicates the Quality Assurance Inspection Office address and applicable number as identified in (a) below.

(a) **AREA OF RESPONSIBILITY AND OFFICE NUMBER.**

Afghanistan	606	East Indies	610 <sup>1</sup>	Luxembourg	606	South America	617
Africa	606	Finland	606	Malaya	610 <sup>1</sup>	South Yemen	606
Antilles	617	France	606	Malta	606	Spain	606
Ascension Island	617	Germany-	606	Mexico	617	Sri Lanka	610 <sup>1</sup>
Australia	610 <sup>1</sup>	Gibraltar	606	Netherlands	606	Sweden	606
Azores	606	Greece	606	New Zealand	610	Switzerland	606
Bahama Islands	617	Hawaiian Islands	628 <sup>1</sup>	Norway	606	Taiwan	608 <sup>1</sup>
Bahrain	606	Hong Kong	608 <sup>1</sup>	Oman	606	Thailand	608 <sup>1</sup>
Bangladesh	606	Iceland	606	Pacific (Islands of		Turkey	606
Belgium	606	India	606	Central & South)	610 <sup>1</sup>	United Arab	
Bermuda	617	Indonesia	610 <sup>1</sup>	Pakistan	606	Emirates	606
British Isles	606	Ireland	606	Philippines	610 <sup>1</sup>	Virgin Islands	617
Burma	610 <sup>1</sup>	Israel	606	Portugal	606	West Indies	617
Cambodia	610 <sup>1</sup>	Italy	606	Puerto Rico	617	Yemen	606

**E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS  
(DESC NOV 1997) CONT'D**

Canada	612	Japan	621	Ryukus Islands	
Canary Island	606	Jordan	606	Okinawa	608 <sup>1</sup>
Central America	617	Korea	608 <sup>1</sup>	Sardinia	606
Chagos Archipelago	606	Kuwait	606	Saudi Arabia	606
Cyprus	606	Laos	610 <sup>1</sup>	Seychelles Is.	606
Denmark	606	Lebanon	606	Singapore	610 <sup>1</sup>

**(b) QUALITY ASSURANCE INSPECTION OFFICE AND NUMBER.**

606. Defense Contract Management Command International  
DCMAO Southern Europe/Fuels Team  
CMR 410 Box 778-779  
APO AE 09096

608. Defense Contract Management Command International  
DCMC Taegu/Fuels Team  
Unit 15672 Box 2149  
APO AP 96218-0672

610. Defense Contract Management Command International  
DCMC Singapore/Fuels Team  
PSC 470 Box 2700  
FPO AP 96534-2700

612. Defense Contract Management Command-International  
DCMC Ottawa/Fuels Monitor  
275 Bank Street, Suite 200  
Ottawa, Ontario, Canada K2P2L6

617. Defense Contract Management Command International  
DCMC Homestead/Fuels Team  
360 Coral Sea Blvd.  
Homestead AFB, FL 33039-1299

621. Defense Contract Management Command International  
DCMC Pacific, ATTN: Fuels Manager  
PSC 477 Box 39  
FPO AP 96306-2741

628. Defense Contract Management Command International  
DCMC Honolulu/Fuels Team  
Box 64110  
Camp HM Smith, HI 96861-4110

<sup>1</sup> Field Offices under the direct supervision of DCMC Pacific Fuels Manager. Send copy of solicitation and contract to 621, DCMC Pacific Fuels Manager.

(DESC 52.246-9F09)

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)**

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**(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.

**F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC APR 1996) CONT'D****(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.
  - (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) (DESC APR 1998)**

(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, excluding multiple drop deliveries, 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 or to multiple drop transport truck or truck and trailer 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.

(DESC 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 JAN 1999 and Ends: 31 DEC 2000.

(2) Delivery Period Begins: 01 JAN 1999 and Ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

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

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

**(a) DELIVERY DATES.**

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.

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

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

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

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

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

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

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

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

**(d) ALLOWED LAYTIME.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**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



**G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997) CONT'D**

- (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.

**(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.

**G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997) CONT'D**

(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

**G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC APR 1996) (REV) CONT'D**

(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.

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

**(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.**

(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.

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC APR 1997) CONT'D**

(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)

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

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

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

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

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

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

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

(DESC 52.202-9F01)

**11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC APR 1998)****(a) INSPECTION/ACCEPTANCE.**

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

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

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

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

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

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

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

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

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

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

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

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to

**11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC APR 1998) Cont'd**

this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check.

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

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

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

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

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

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

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

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

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

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

(FAR 52.212-4, tailored)

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 1998)**

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

(Contracting Officer shall check as appropriate.)

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

(2) 52.203-10, **RESERVED.**

(3) 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

(4) 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6) 52.222-26, Equal Opportunity (E.O. 11246).

(7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

(11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(12) 52.225-17, Buy American Act - Supplies Under European Community Sanctions for End Products (E.O. 12849).

(13) 52.225-18, European Community Sanctions for End Products (E.O. 12849).

(14) 52.225-19, European Community Sanctions for Services (E.O. 12849).

(15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

15(ii) Alternate I of 52.225-21.

(16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(17) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

**II.04 CONT'D**

(This acquisition is being conducted under \_\_\_\_\_ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is \_\_\_\_\_.

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

(Contracting Officer check as appropriate)

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

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

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

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

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

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

(FAR 52 212-5)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 1997)**

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
- 252.206-7000 Domestic Source Restriction, 10 U.S.C 2304
- 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns, 10 U.S.C. 2301 note
- 252.219-7002 Notice of Small Disadvantaged Business Set-Aside, 15 U.S.C. 644
- 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
- 252.219-7005 Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note
- 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns, 15 U.S.C. 644
- 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10, E.O. 10582
- 252.225-7007 Trade Agreements Act, 19 U.S.C. 2501-2582
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- 252.225-7017 Preference for United States and Canadian Valves and Machine Tools, 10 U.S.C. 2534(c)(2)
- 252.225-7027 Limitation on Sales Commissions and Fees, 12 U.S.C. 2779
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- 252.225-7036 North American Free Trade Agreement Implementation Act.
- 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- 252.233-7000 Certification of Claims and Requests for Adjustment or Relief, 10 U.S.C. 2410
- 252.242-7002 Submission of Commercial Freight Bills for Audit, 31 U.S.C. 3726
- 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(DFARS 252.212-7001)

**11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://ccr.edi.disa.mil>.

(DFARS 252.204-7004)

**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)

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

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--
- (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

**I11.04 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.

(FAR 52.203-3)

**I28.01 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.

**128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION) CONT'D**

(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.

(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)

**I84 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.

**184 REQUIREMENTS (OCT 1995) CONT'D**

(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 days after ordering period expires. (FAR 52.216-21)

**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)

**I115 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)**

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

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

(FAR 52.247-16)

**I171.01-2 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.

**I171.01-2 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996) CONT'D**

(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.

(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):

**I171.01-2 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996) CONT'D**

- (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.
- (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)

**1171.07 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.

(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)

**1179 ALLOCATION (DESC JUL 1995)**

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

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

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

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

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

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

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

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

**I179 ALLOCATION (DESC JUL 1995) CONT'D**

(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.

**I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996) CONT'D**

(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.

**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 01 Jan 1999 through 31 Dec 2000.

(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)

**I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)**

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

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

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000. (FAR 52.203-6)

**SEGMENT VI****OTHER CONTRACTUAL INFORMATION****INDEX**

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**PART 1 - ORDERING PERIOD**

The period of this contract during which the ordering officer may order, unless the item otherwise specifies, is **01 January 1999** through **31 December 2000**.

**PART 2 - LIST OF CONTRACTORS**

<u>CONTRACT NO.</u>	<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>POINT OF CONTACT AND TELEPHONE NO.</u>
1250	Aloha Petroleum, Ltd. 1132 Bishop Street, Suite 1700 Honolulu, HI 96813	Bryan Gomes PH: (808) 522-9759 FAX: (808) 522-9707
1251	Chevron Products Co. 1001 Bishop Street Pauahi Tower, Suite 1001 Honolulu, HI 96813	Keith Takekawa / Angel Fredeluces PH: (808) 527-2741 FAX: (808) 545-1049
1252	Senter Petroleum, Inc. 3011 Aukele Street Lihue, HI 96766	Roger Cable PH: (808) 245-1911 FAX: (808) 246-1054
1253	Tesoro Hawaii Corporation PO Box 3379 Honolulu, HI 96842-0001	Eric Lee Lita Kaysing PH: (808) 547-3447 FAX: (808) 547-3336

**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>SP0600-99-D-</u>	<u>NAME AND ADDRESS OF CONTRACTOR</u>
1250	same as noted in Part 2
1251	same as noted in Part 2
1252	same as noted in Part 2
1253	same as noted in Part 2

**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 FORWARDED 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>SP0600-99-D-</u>	<u>FREE TIME IN EXCESS OF ONE HOUR</u>	<u>DETENTION RATE</u>
1250	One (1) hour	\$165 / hour
1251	Two (2) hours	\$100 / hour
1252	None	\$ 25 / quarter hour
1253	None	\$100 / hour

**PART 5 - DISCOUNTS FOR PROMPT PAYMENT**

<u>CONTRACT NO.</u> <u>SP0600-99-D-</u>	<u>DISCOUNT TERMS</u>
1250	Net 30 days
1251	Net 30 days
1252	Net 30 days
1253	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>CONTRACTOR</u>
1251	Chevron Products Company
1253	Tesoro Hawaii Corporation

The above information is applicable only to paying offices which permit submission of invoices by facsimile.

**PART 7 – INSPECTION RESPONSIBILITY**

The Quality Office assigned inspection responsibility for Items 593-28 and 950-28 under Contract SP0600-99-D-1250, Item 501-06 under Contract SP0600-99-D-1251, and 007-06 under Contract SP0600-99-D-1253 is:

Defense Contract Management Command International  
DCMC Honolulu / Fuels Team  
Box 64110  
Camp HM Smith, HI 96861-4110

PH: (808) 477-3812  
FAX: (808) 477-5257