

SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
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PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP0600-04-R-0061	2. (X one)	3. DATE/TIME RESPONSE DUE
	a. INVITATION FOR BID (IFB)	OCTOBER 23, 2003
	X b. REQUEST FOR PROPOSAL (RFP)	(1:00 P.M LOCAL TIME)
	c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

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

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

4. ISSUING OFFICE (Complete mailing address, including Zip Code) ATTN DESC-BZA, RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222	5. ITEMS TO BE PURCHASED (Brief description) JP8 1,411,330,000 JP5 343,420,000 F76 176,690,000 MUM 1,025,000	LOCATION: INLAND/EAST/GULF/OFFSHORE
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6. PROCUREMENT INFORMATION (X and complete as applicable)

X a. THIS PROCUREMENT IS UNRESTRICTED
X b. THIS PROCUREMENT IS <u>36%</u> SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: 324110
c. THIS PROCUREMENT IS _____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

a. SEND OFFERS TO THIS ADDRESS

**ATTN: DESC CPC BID CUSTODIAN RM 3815
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FT BELVOIR VA 22060-6222**

SEE DD FORM 1707, Block 7 (Additional Information Continued)

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) HOPPER, CHRISTINE A.	b. ADDRESS (include Zip Code) ATTN DESC-BZA RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222
c. TELEPHONE NUMBER (Include Area Code and Extension) (703) 767-9254	d. E-MAIL ADDRESS Christine.A.Hopper@dla.mil

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

a. CANNOT COMPLY WITH SPECIFICATIONS	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
b. UNABLE TO IDENTIFY THE ITEM(S)	e. OTHER (Specify)
c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)

WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (include Zip Code)
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-04-R-0061	
DATE (YYYYMMDD) 20031023	LOCAL TIME 1:00 P.M.

DD FORM 1707 BLOCK 7 ADDITIONAL INFORMATION (CONT'D):

1. Sealed offers in original and 1 copy for furnishing the supplies or services in the schedule will be received at the place specified in 7 above or, if hand-carried, in the depository located in the Defense Energy Support Center, 8725 John J. Kingman Road, Room 3815, Ft. Belvoir, VA 22060-6222
2. Offerors are advised to complete and submit as your offer the original plus one copy of all forms contained in the accompanying Offer Submission Package. Copies of all documents submitted must be the same as the original. FOB Destination offers are to be submitted on Destination Offer Cards and FOB Origin offers on Origin Offer Cards.
3. DESC Bid Custodian: FAX: (703) 767-8506
 TEL: (703) 767-7367 OR 8336 (confirmation)
4. **NOTICE TO SMALL BUSINESS CONCERNS:** Prior to offering on the requirements solicited in this Request For Proposal (RFP), you are requested to review Clause I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION); I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS; K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D); and L2.05-2 INSTRUCTION TO OFFERORS - COMMERCIAL ITEMS (BULK) to ensure an understanding of the criteria for qualification for the socioeconomic programs set forth herein. The contact for questions regarding Small Business Affairs is Ms. Kathy Williams, (703) 767-9465 or (800) 523-2601.
5. DESC is unable to accept any offer from a small business concern for which the same quantities are being used as supply commitments for the 8(a) program or any other small firm.
6. Offerors are advised that the inclusion of any provision which requires sequential evaluation of individual offers, i.e., offers requiring DESC to obtain more than one computer evaluation in order to evaluate that offer, may result in rejection of the offer. Offerors are encouraged to discuss the intended changes in proposals with DESC in order to identify potentially unacceptable proposals and to determine possible alternatives.
7. **NOTICE:** Any award to a contractor who, at the time of award, was suspended, debarred or ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government Agency is voidable at the option of the Government.
8. **CENTRAL CONTRACTOR REGISTRATION (CCR)** is required and is available at www.ccr.gov or by dialing (888) 352-9333 #3.
9. For after hours emergency situations, contact the DESC Operations Center, Contingency Plans and Operations Division (DESC-DL) on (703) 767-8420.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 163	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0600-04-R-0061		6. SOLICITATION ISSUE DATE: SEPTEMBER 24, 2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTINE HOPPER-DESC-BZA		b. TELEPHONE NUMBER (<i>no collect calls</i>) (703) 767-9254		8. OFFER DUE DATE/ OCTOBER 23, 2003 @ 1:00 PM LOCAL TIME	
9. ISSUED BY ATTN: DESC BZA RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 SEE NOTE 1 BLOCK 7 OF DD FORM 1707 FOR THE ADDRESS TO SEND OFFERS P.P.: 2.2A, 2.2C, 2.5A			CODE SP0600	10. THIS ACQUISITION IS [] UNRESTRICTED [X] SET ASIDE 36% FOR [X] SMALL BUSINESS [] HUBZONE SMALL BUSINESS [] 8(A) NAICS: 324110 MFR/424720 DLR SIZE STANDARD: SEE CLAUSE L2.05-2		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9		CODE SP0600	
17a. CONTRACTOR / OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-BVDFB/CC P.O. BOX 182317 COLUMBUS OH 43218-6250		CODE HQ0104		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CLAUSE B14.03(SCHEDULE)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) ESTIMATED	
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED., [] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE <input type="checkbox"/> ARE NOT ATTACHED.							
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)				
30b. NAME AND TITLE OF SIGNER (<i>TYPE OR PRINT</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>TYPE OR PRINT</i>) WILLIAM A. MACLAREN, JR		31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE SIGNED	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING			41c. DATE	42b. RECEIVED AT (<i>Location</i>)		42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS	

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
SECTION B		
B14.03	SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997)	9
B19.33	ECONOMIC PRICE ADJUSTMENT - PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 2003)	83
SECTION C		
C1	SPECIFICATIONS (DESC JAN 1997)	85
C1.02	DODISS SPECIFICATIONS (DESC OCT 2000)	85
C16.01	TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC NOV 2002)	85
C16.18-6	GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)	86
C16.23	FUEL, NAVAL DISTILLATE (F76) (DESC DEC 2002)	87
C16.64-3	TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002)	88
SECTION E		
E1	CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)	90
E5	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)	97
E14.02	INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)	98
E22	LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)	98
E35	NONCONFORMING SUPPLIES AND SERVICES (DESC JUL 2002)	101
E35.02	REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)	102
E40	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)	103
E40.07	MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (DOMESTIC BULK) (DESC OCT 2001)	103

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
SECTION F		
F1	DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)	105
F1.08	DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986) THIS CLAUSE APPLIES TO ALL PIPELINE AND TANK CAR DELIVERIES	106
F1.08.200	DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986) THIS CLAUSE APPLIES TO ALL TRUCK DELIVERIES	107
F1.09	DETERMINATION OF QUANTITY (DESC AUG 1999)	107
F1.15	DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) (DESC APR 2001) THIS CLAUSE APPLIES ONLY TO TANKER/BARGE DELIVERIES	110
F3.02	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES) (DESC JUN 1996) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	110
F14	SHIPMENT AND ROUTING (DESC MAR 2003)	110
F15	BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS (DESC MAR 1994)	111
F16.01	BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)	113
F17	F.O.B. ORIGIN (JUN 1988)	114
F18	F.O.B. DESTINATION (NOV 1991)	115
F52	TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)	115
F52.01	TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)	117
F52.11	DEBALLASTING (DESC JAN 1990)	117
F54	TANKER UNLOADING CONDITIONS (DESC APR 1997)	118
F92	SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWN FOR TURNAROUNDS (DESC AUG 1999)	119

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
F105	VARIATION IN QUANTITY (APR 1984)	119
F105.01	DEADFREIGHT (DESC JUN 1990)	119
F109	IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS (DESC DEC 1991)	120

SECTION G

G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	122
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	122
G6	INVOICE DISCREPANCIES (BULK) (DESC SEP 2002)	122
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENT – CORPORATE TRADE EXCHANGE (DESC FEB 2003) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	122
G9.09-1	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	122
G9.12	PAYMENT BY THIRD PARTY (MAY 1999)	124
G12	SUPPLEMENTAL INVOICING INFORMATION (BULK) (DESC SEP 2002)	124
G150.05	SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC JUN 2003)	124

SECTION H

H19.02	REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2002)	127
H23	BULK LIQUID FACILITIES REPORT (DESC APR 1984)	129

SECTION I

I1.01	DEFINITIONS (BULK) (DESC JUL 1996)	130
I1.03-2	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC SEP 2002)	131

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2003)	133
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)	136
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)	138
I1.22-1	CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	138
I1.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)	139
I2.05	CHANGES - FIXED PRICE (AUG 1987)	142
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE - COMMERCIAL ITEMS (DESC FEB 1996)	142
I11.04	BANKRUPTCY (JUL 1995)	142
I14.04	QUALIFYING COUNTRY SOURCES AS SUBCONTACTORS (APR 2003)	142
I27	GRATUITIES (APR 1984)	143
I28.01	FEDERAL, STATE, AND LOCAL TAXES (DESC JUN 2002) (DEVIATION)	143
I28.02-1	FEDERAL, STATE, AND LOCAL, TAXES/FEEES EXCLUDED FROM CONTRACT PRICE (DESC FEB 2003)	143
I28.03-1	TAX EXEMPTION CERTIFICATES (DESC MAR 2002)	144
I28.21	TAXES-FOREIGN FIXED PRICE CONTRACTS (JUN 2003)	145
I28.24	U.S. IMPORT TAX ON PETROLEUM (BULK) (DESC DEC 1980)	146
I33	INTEREST (JUN 1996)	146
I81	INDEFINITE QUANTITY (OCT 1995)	146
I86.12	DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)	147
I171.07	LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)	148
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	148

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
I190.04	MATERIAL SAFETY DATA SHEETS – COMMERCIAL ITEMS(BULK) (DESC MAR 1996)	149
I211	ORDERING (OCT 1995)	148
I211.02	ORDERING (CONT'D) (DESC JAN 1991)	149
I237.06	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)	149

SECTION J

OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
DESC FORM 1890 - CONTRACTOR BULK LIQUID FACILITIES REPORT	ATTACHMENT OSP1
DESC FORM 19.3 – SMALL BUSINESS SUBCONTRACTING PLAN	ATTACHMENT OSP2
STANDARIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS	ATTACHMENT OSP3
SIGNATURE SHEET FOR BULK PORTS	ATTACHMENT OSP4

SECTION K

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D)(DESC FEB 1999) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	152
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/II) (JUN 2003/APR 2002/OCT 2000) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	152
K1.01-12	SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)	152
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	152
K1.06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)	152
K5	USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994) <i>(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)</i>	152

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
K15.01	RELEASE OF UNIT PRICES (BULK) (DESC NOV 2002)	153
K28	REFINERY INFORMATION (BULK) (DESC JUN 1986) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	153
K28.01	NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) (DESC MAR 1992) (REV) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	153
K33.01	AUTHORIZED NEGOTIATIONS (DESC JAN 1998) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	153
K45.01	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	153
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	153
K93	REPRESENTATION OF EXTEND OF TRANSPORTATION BY SEA (AUG 1992) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	153
K96	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	153

SECTION L

L2.05-2	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC SEP 2000)	155
L2.07	EVIDENCE OF RESPONSIBILITY (DESC JAN 1998)	158
L2.09	EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DESC MAR 2000)	158
L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	158
L5.01-1	AGENCY PROTESTS (SEP 1999) - DLAD	159
L43	REDUCTION IN PRICE (DESC MAR 1996)	159
L65.10	REQUIREMENTS FOR COST OR PRICING DATA AND CLAIM FOR EXEMPTION (DESC MAR 1997) (SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)	159

SOLICITATION PACKAGE

INDEX OF CLAUSES

CLAUSE NUMBER	CLAUSE TITLE	PAGE
L74	TYPE OF CONTRACT (APR 1984)	159
L115	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)	159
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	159

SECTION M

M2.11	EVALUATION – COMMERCIAL ITEMS (JAN 1999)	160
M4.01	RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)	160
M10	EVALUATION – ALL OR NONE (DESC MAR 2000)	160
M19.05	EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DESC JAN 1998)	160
M24.01.100	EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (JP4/JP5/JP8/F76/DFA/FS2/MOGAS) (DESC SEP 2003)	161
M27	EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)	161
M33.100	QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC SEP 2003)	162
M41.04.100	EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (BULK) (DESC SEP 2003)	162
M72	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)	163
M74	USE OF DFSP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATION (DESC AUG 1983)	163

SECTION B

B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997)

The maximum and minimum quantities are defined in the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause. Offers of refined product shall be made on the basis of--

(a) **ORIGIN DELIVERY.** Offers of product on the basis of delivery f.o.b. origin shall be entered on the Origin Offer Cards included in this solicitation in the Offeror Submission Package.

(b) **DESTINATION DELIVERY.** Offers of product on the basis of delivery f.o.b. destination shall be entered on the Destination Offer Cards included in this solicitation in the Offeror Submission Package.

(c) Product requirements, quantities, acceptable modes of delivery, and associated restrictions thereto are as follows:

(DESC 52.207-9F15)

GENERAL SOLICITATION NOTES

(Unless stated otherwise in the schedule, general notes apply to all line items.)

1. The following Inland, East, Gulf Coast, and Offshore JP8, JP5, F76, and MUM requirements will escalate with the respective region's Economic Price Adjustment (EPA) formula provided in Clause B19.33, ECONOMIC PRICE ADJUSTMENT – PUBLISHED MARKET PRICE. Offerors should specify the respective commodity EPA escalator(s) to which their offer prices are tied. FOB Origin offers will be evaluated solely to those EPA escalators specified.
2. The ordering period is date of award through March 31, 2005—See Clause F1.08 DELIVERY AND CONTRACT PERIODS, and F1.15 DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES. Note that tank truck offers will be evaluated based on a 260- day delivery period – See Clause F1.08.200 DELIVERY AND CONTRACT PERIODS.
3. The delivery period for all items is April 1, 2004 through March 31, 2005, plus a 30-day carry over period – See Clause I86.12 DELIVERY – ORDER LIMITATIONS – SCOPE OF CONTRACT.
4. **ADDITIVES:** The schedule identifies additive requirements for the indicated receipt mode for product offered on an FOB Origin basis. Any product being offered via common carrier pipeline shall not contain FSII or SDA, unless specified otherwise. Product offered on an FOB Destination basis to an end user by any receipt mode is required to have all additives required by the product specification. The product specification also identifies the additive levels required in all product(s).
5. For line items of which a portion is set-aside for Small Business or 8(a) firms, the volume is denoted after the “SA Quantity” or “8A Quantity” subheading on the Quantity line. This quantity is a portion of the total requirement stated for that item and not in addition thereto.
6. Origin Offer Cards must be used for FOB Origin offers. Destination Offer Cards must be used for FOB Destination offers. Offer cards are included in the OFFER SUBMISSION PACKAGE.
7. Unless otherwise stated for the given modes of transportation under each line item, the receipt percentage (%) will be 100.

8. Asterisks denote the following:
 - No asterisk – Terminal
 - * Intermediate Terminal
 - **End user that can be supplied through a terminal (asterisks placed in front of note below quantity line).
 - ***End user normally supplied by direct delivery that can also be supplied through a terminal (asterisks placed after quantity).
9. FOB destination Tanker/Ocean-going Barge offers are not acceptable, except for those locations specifically identified in the solicitation schedule. The definition of ocean-going barge/tanker is defined as a vessel transiting via ocean channels. The Government satisfies such movements using vessels provided by Military Sealift Command (MSC), supplemented as needed by spot charters.
10. DESC/MSC Tankers are not equipped with Vapor Recovery Systems.
11. SPECIFIC TO EXPLORER PIPELINE: Due to monthly shipping restrictions, award evaluations will be restricted to no more than 100,000 barrels per month into the Explorer Pipeline. Of that 100,000 barrels, only 50,000 barrels may be used for DFSP Wood River.
12. SPECIFIC TO INLAND JP8 DELIVERIES: All Texas Eastern Pipeline system (TEPPCO) PL quantities will be evaluated from origin points on the TEPPCO PL. Product can also be evaluated into the TEPPCO PL via the Beaumont, TX Barge Terminal and via DFSP Williams, Houston.
13. All volumes are stated in U.S. Gallons (USG).
14. DFSP Olathe, KS will be used to evaluate distribution to locations in Illinois, Iowa, Nebraska, Missouri, and Kansas. Point of entry into DFSP Olathe Kansas is via the Williams Pipeline.
15. In compliance with ASTM 4814, a Reid vapor pressure (RVP) of 9 to 11.5 (class A, B, or C) is required for MUM line items

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

TURBINE FUEL, AVIATION (JP8), JP8 2.2A
 NSN : 9130-01-031-5816
 PURCHASE REQUEST NO. SC0600-03-0024

JP8 REQUIREMENT TOTALS ARE AS FOLLOWS
 TOTAL SET ASIDE 8(A) RESERVATION NON SET ASIDE
 QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) QUANTITY (USG)
 1,411,330,000 636,985,000 0 774,345,000

THE TOTAL ESTIMATED JP8 QUANTITY TO BE PURCHASED IS -- 1,411,330,000
 EAST COAST JP8 403,085,000
 GULF COAST JP8 560,565,000
 INLAND JP8 447,680,000

LINE ITEM LOCATION CITY STATE

0001 DFSP CARTERET **CARTERET** **NJ**
 UY7327 194144270 CARTERET

QUANTITY 6,880,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION, ALL QUANTITIES AT DFSP VERONA, DFSP LUDLOW, DFSP NEW HAVEN AND
 DFSP PORTLAND MAY BE EVALUATED/AWARDED THROUGH DFSP CARTERET.
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED REQUIRED REQUIRED 50,000 BBLs 20,000 BBLs
 PIPE NONE NONE REQUIRED 200,000 BBLs 25,000 BBLs

0002 NG PICATINNY ARSENAL **DOVER** **NJ**
 W90CL1 192187251

QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0003 AASF #AMO RONKONKOMA **RONKONKOMA** **NY**
 W16L6Z 179561000

QUANTITY 130,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0004 ANG STEWART NEWBURGH **NEWBURGH** **NY**
 FP6322 176526240 NEWBURGH

QUANTITY 5,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0005 ANG SUFFOLK CO **WESTHAMPTON BEACH** **NY**
 FP6325 179604240 SUFFOLKANG

QUANTITY 1,100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0006 DFSP VERONA **VERONA** **NY**
 UY7009 181861270

QUANTITY 18,340,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 PIPE REQUIRED REQUIRED REQUIRED 50,000 BBLs 25,000 BBLs

0007 AASF 4 MONROE CO APT **ROCHESTER** **NY**
 W90GHL 183309250

QUANTITY 90,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0008 ANG HANCOCK FLD **SYRACUSE** **NY**
 FP6324 182319240 HANCOCKFLD

QUANTITY 2,900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0009 ANG SCOTIA APT **SCOTIA** **NY**
 FP6323 171955240 SCOTIA

QUANTITY 1,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0010 FT DRUM WATERTOWN **WATERTOWN** **NY**
 W80CCJ 181105250

QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0016 NG AASF BRADLEY FIELD **WINDSOR LOCKS** **CT**
W11M9P 163143250 CTARNG

QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0017 ANG BARNES APT **WESTFIELD** **MA**
FP6201 148349240 BARNES

QUANTITY 1,900,000 8A QUANTITY 0 SA QUANTITY 1,520,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0018 CAMP EDWARDS **FALMOUTH** **MA**
W13A8L 144546250

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0019 CSMC FT DEVENS **FORT DEVENS** **MA**
W90JLU 141260250

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0020 OMS #2, WESTFIELD **WESTFIELD** **MA**
W90JPA 148350000

QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
MAX PARCEL SIZE IS 5,000 GLS
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0021 OMS #3 WORCESTER MA
 W90JM2 145460000

QUANTITY 10,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MAX PARCEL SIZE IS 4,000 GLS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0022 OMS #4 READING READING MA
 W90JNW 141120000

QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0023 OMS #7, FRAMINGHAM FRAMINGHAM MA
 W90JPF 141640000

QUANTITY 10,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0024 OMS #9, WHITINSVILLE WHITINSVILLE MA
 W90DDK 145688000

QUANTITY 10,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MAX PARCEL IS 5,000 GLS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0025 OMS#1, DORCHESTER DORCHESTER MA
 W90JNL 142000016

QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0026 OTIS AFB ANG OTIS AFB MA
 FP6202 144546240 OTIS

QUANTITY 6,900,000 8A QUANTITY 0 SA QUANTITY 4,830,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0027 WESTOVER AFB WESTOVER MA
 FP6606 148232240 WESTOVER

QUANTITY 8,100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 PL originates at Jet Lines, Ludlow MA.
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED

0028 ARNG CONCORD AASF CONCORD NH
 W9110E 125240251

QUANTITY 80,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0029 QUONSET STATE APT QUONSET RI
 FP6391 155107240

QUANTITY 1,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0030 DFSP PORTLAND PORTLAND ME
 UY7319 119370270 PORTLANDME

QUANTITY 40,075,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED REQUIRED REQUIRED 50,000 BBLs 20,000 BBLs

0031 ANG BANGOR IAP BANGOR ME
 FP6181 113840240 BANGOR

QUANTITY 19,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0032	<u>CSMC, CAMP KEYS</u> W12L3S	118110251	AUGUSTA	ME
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QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0033	<u>NAS BRUNSWICK</u> N60087	119212290	BRUNSWICK BRUNSWICK	ME
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QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0034	<u>OMS #1, PORTLAND</u> W12L3T	119360250	PORTLAND	ME
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QUANTITY 5,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
DELIVERY VOLUME WILL BE LESS THAN A FULL TRUCK
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0035	<u>OMS #3, BANGOR INTL ARPT</u> W12L3V	113840250	BANGOR	ME
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QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0036	<u>OMS #5, CARIBOU</u> W12L3X	111321250	CARIBOU	ME
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QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0037 OMS#2,UTES#1 AUBURN AUBURN ME
W12L3U 118440250

QUANTITY 5,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
DELIVERY VOLUME WILL BE LESS THAN A FULL TRUCKLOAD
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0038 PEASE AFB PEASE ANGB NH
FP6291 127125240 PEASE

QUANTITY 11,000,000 8A QUANTITY 0 SA QUANTITY 6,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0039 DFSP PORT MAHON PORT MAHON DE
UY7007 222114270 PORTMAHON

QUANTITY 73,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
BARGE REQUIRED REQUIRED REQUIRED 50,000 BBLs 13,000 BBLs

0040 DOVER AFB DOVER AFB DE
FP4497 222115240 DOVER

QUANTITY 73,000,000 8A QUANTITY 0 SA QUANTITY 21,900,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORT MAHON
PL ORIGINATES AT DFSP PORT MAHON
MODE RECEIPT% FSII SDA CI
PIPE REQUIRED REQUIRED REQUIRED
TRUCK REQUIRED REQUIRED REQUIRED

0041 DFSP JACKSONVILLE JACKSONVILLE NJ
UY7003 197269270 JACKNJ

QUANTITY 87,125,000 8A QUANTITY 0 SA QUANTITY 0

THIS TERMINAL RECEIVES VIA BARGE FROM DFSP PAULSBORO, NJ (UY7344). THE RECEIPT MODE FOR DFSP PAULSBORO IS PIPELINE THROUGH COLONIAL. THE MAX PARCEL SIZE FOR PAULSBORO IS 3,150,000 USG AND THE MIN PARCEL SIZE IS 1,050,000 USG.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
BARGE REQUIRED REQUIRED REQUIRED 35,000 BBLs 25,000 BBLs

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0042 **AASF GTR WILMINGTON** **NEW CASTLE** **DE**
W21LRZ 221099250

QUANTITY 105,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0043 **ANG GTR WILMINGTON** **NEW CASTLE** **DE**
FP6081 221099240 NEWCASTLE

QUANTITY 1,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0044 **ANG ATLANTIC CITY** **EGGHARBOR TOWNSHIP** **NJ**
FP6303 199170240 ATLCITYANG

QUANTITY 4,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0045 **MCGUIRE AFB** **MCGUIRE AFB** **NJ**
FP4484 197234240 MCGUIREAFB

QUANTITY 57,000,000 8A QUANTITY 0 SA QUANTITY 17,100,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
PL originates at DFSP Jacksonville, NJ.
MODE RECEIPT% FSII SDA CI
PIPE REQUIRED REQUIRED REQUIRED
TRUCK REQUIRED REQUIRED REQUIRED

0046 **MCGUIRE ANG** **MCGUIRE ANG** **NJ**
FP6302 197234241 MCGUIREANG

QUANTITY 9,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE

DELIVERY HOURS: 0700-1600 MON-THUR
MODE RECEIPT% FSII SDA CI
PIPE REQUIRED REQUIRED REQUIRED
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0047 NAWC LAKEHURST **LAKEHURST** **NJ**
 N68335 196212290 LAKEHURST

QUANTITY 300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0048 NG AASF #1 MERCER CITY **WEST TRENTON** **NJ**
 W15JRZ 194573250

QUANTITY 120,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0049 AFRES WILLOW GROVE **WILLOW GROVE** **PA**
 FP6637 207632241 WILLOWARF

QUANTITY 8,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
 DELIVERY HOURS 0800 - 1500, MON - FRI EXCEPT HOLIDAYS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0050 ANG HARRISBURG **HARRISBURG** **PA**
 FP6383 206255240 HARRISBURG

QUANTITY 1,200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0051 NAS WILLOW GROVE **WILLOW GROVE** **PA**
 N00158 207632290

QUANTITY 4,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0052 NG AASF ANNVILLE ANNVILLE PA
W912MR 206130252

QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0053 DFSP BALTIMORE BALTIMORE MD
UY7300 234000270 BALTIMORE

QUANTITY 6,985,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION, ALL QUANTITIES AT DFSP PORT MAHON MAY BE EVALUATED/AWARDED THROUGH DFSP BALTIMORE.

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		REQUIRED	REQUIRED	REQUIRED	50,000 BBLs	20,000 BBLs
PIPE		NONE	NONE	REQUIRED	83,000 BBLs	25,000 BBLs

0054 ABERDEEN TEST CENTER ABERDEEN PRVG GROUND MD
W81C5M 231478250

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0055 PHILLIPS ARMY AIRFIELD ABERDEEN MD
W91MWH 231478251

QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0056 USA ORDNANCE CTR & SCHOOL ABERDEEN PRV GRND (HARTFORD) MD
W90CTN 231478252

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0057	<u>USA RESEARCH LABORATORY</u>	ABERDEEN PRV GRND (HARTFORD)	MD
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W813LT 231478253
 QUANTITY 10,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0058	<u>ANG MARTIN APT</u>	BALTIMORE	MD
	FP6191	232405241 WARFIELD	

QUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0059	<u>ARNG WEIDE AAF EDGEWOOD</u>	EDGEWOOD ARSENAL	MD
	W23N1F	231582251 MDARNG	

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0060	<u>NAS PATUXENT RIV</u>	PAXTUXENT RIVER	MD
	N00421	239745290 PATUXENT	

QUANTITY 910,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0061	<u>US PARK POLICE</u>	WASHINGTON	MD
	140281	240000271	

QUANTITY 105,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0062 **DAVISON ARMY AIRFIELD** **FORT BELVOIR** **VA**
 W909RW 250663250

QUANTITY 680,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0063 **ANG MARTINSBURG MAP** **MARTINSBURG** **WV**
 FP6482 271280240 MARTINSBRG

QUANTITY 1,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0064 **DFSP YORKTOWN** **YORKTOWN** **VA**
 UY7333 256755290 YORKTOWN

QUANTITY 35,245,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION, ALL QUANTITIES AT DFSP ANACOSTIA MAY BE EVALUATED/AWARDED THROUGH DFSP YORKTOWN.

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		REQUIRED	REQUIRED	REQUIRED	75,000 BBLs	50,000 BBLs
TANKER		REQUIRED	REQUIRED	REQUIRED		
PIPE		NONE	NONE	REQUIRED	100,000 BBLs	25,000 BBLs

0065 **AASF BYRD IAP** **SANDSTON** **VA**
 W26L8H 257318251 BYRDFLAASF

QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0066 **FT EUSTIS** **SANDSTON** **VA**
 W26ULK 256800250

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0067 VA ANG BYRD FLD SANDSTON VA
 FP6461 257313240 BYRDFIELD

QUANTITY 2,700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 DELIVERY HOURS 0700 - 1600, TUE - FRI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0068 FELKER AAF (159TH AVN REG) FORT EUSTIS VA
 W81UAT 256800250A

QUANTITY 600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0069 FORT AP HILL BOWLING GREEN VA
 W813J2 252950250

QUANTITY 175,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0070 FORT LEE FORT LEE VA
 W26LFB 262341250

QUANTITY 45,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0071 FORT STORY FORT STORY VA
 W26AK9 261300250

QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0072 LANGLEY AFB LANGLEY AFB VA
 FP4800 256900240 LANGLEY

QUANTITY 30,000,000 8A QUANTITY 0 SA QUANTITY 9,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED REQUIRED REQUIRED 14,000 BBLs 12,000 BBLs
 TRUCK REQUIRED REQUIRED REQUIRED

0073 MCAF QUANTICO QUANTICO VA
 M00264 251775280 QUANTICO

QUANTITY 1,400,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0074 MTC, FORT PICKETT FORT PICKETT VA
 W90MH2 262959252

QUANTITY 80,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0075 DFSP ANACOSTIA ANACOSTIA DC
 UY7061 240000270

QUANTITY 34,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED REQUIRED REQUIRED 22,000 BBLs 18,000 BBLs

0076 ANDREWS AFB ANDREWS AFB MD
 FP4425 237740240 ANDREWSAFB

QUANTITY 34,000,000 8A QUANTITY 0 SA QUANTITY 13,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ANACOSTIA
 Pipeline originates at DFSP Anacostia
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>		<u>CITY</u>	<u>STATE</u>
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0077	<u>DFSP SELMA</u>		<u>SELMA</u>	NC
	UY7265	406851270	SELMA	

QUANTITY 31,250,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION, ALL QUANTITIES AT AF PIPELINE INC.
MAY BE EVALUATED/AWARDED THROUGH DFSP SELMA.

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
PIPE		NONE	NONE	REQUIRED	80,000 BBLs	25,000 BBLs

0078	<u>AASF#1 RALEIGH-DURHAM</u>		<u>MORRISVILLE</u>	NC
	W36HT5	411704250		

QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0079	<u>CAMP LEJUENE</u>		<u>CAMP LEJUENE</u>	NC
	M67001	405966280		

QUANTITY 1,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0080	<u>CAMP MCKALL</u>		<u>ABERDEEN</u>	NC
	W909W9	416392250		

QUANTITY 300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0081	<u>DOUGLAS MAP ANG</u>		<u>CHARLOTTE</u>	NC
	FP6331	417500240	CHARLOTTE	

QUANTITY 1,700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0082 POPE AFB **POPE AFB** **NC**
 FP4488 407734240 POPE

QUANTITY 23,000,000 8A QUANTITY 0 SA QUANTITY 5,750,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA
 MODE RECEIPT% FSII SDA CI
 CAR REQUIRED REQUIRED REQUIRED

0083 SIMMONS AIRFIELD FT BRAGG **FORT BRAGG** **NC**
 W909XA 407737250

QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA
 MODE RECEIPT% FSII SDA CI
 CAR REQUIRED REQUIRED REQUIRED

0084 SUPER GAS STATION **FORT BRAGG** **NC**
 UY7324 407737270

QUANTITY 2,200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0085 AF PIPELINE INC **RALEIGH-DURHAN** **NC**
 UY7042 406630000A AFPLNC

QUANTITY 49,250,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 CAR REQUIRED REQUIRED REQUIRED

0086 SEYMOUR-JOHNSON AFB **SEYMOUR-JOHNSON AFB** **NC**
 FP4809 406630240 SEYMOURJN

QUANTITY 49,250,000 8A QUANTITY 0 SA QUANTITY 19,700,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL AF PIPELINE INC PL ORIGINATES AT
 DFSP AF PL
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEMS 0087 - 0100 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0101 DFSP CHARLESTON **CHARLESTON **SC****
 UY7011 447179270 CHARLSTERM

QUANTITY 82,800,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED

0102 CHARLESTON AFB **CHARLESTON **SC****
 FP4418 447840240 CHARLSTNAB

QUANTITY 62,000,000 8A QUANTITY 0 SA QUANTITY 31,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON
 PL originates at DFSP Charleston.

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED

0103 SC ANG MCENTIRE ANGB **MCENTIRE AFB **SC****
 FP6401 445482240 MCENTIRE

QUANTITY 3,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON
 DELIVERY HOURS 0730 - 1500, TUE - FRI

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0104 SHAW AFB **SHAW AFB **SC****
 FP4803 445372240 SHAW

QUANTITY 17,000,000 8A QUANTITY 0 SA QUANTITY 5,100,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON

MODE RECEIPT% FSII SDA CI
 CAR REQUIRED REQUIRED REQUIRED

0105 DFSP PT TAMPA **TAMPA **FL****
 UY7016 497800270 PORTTAMPA

QUANTITY 32,815,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED

0106 CGAS ST PETE CLEARWATER **CLEARWATER **FL****
 Z20150 497960260

QUANTITY 3,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0107	<u>HOMESTEAD ARB</u> FP6648	HOMESTEAD HOMESTEAD	FL
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QUANTITY 6,800,000 8A QUANTITY 0 SA QUANTITY 2,380,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0108	<u>MACDILL AFB</u> FP4814	MACDILL MACDILL	FL
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QUANTITY 13,350,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA
 PL ORIGINATES AT DFSP TAMPA
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED

0109	<u>NATIONAL PARK SVCS</u> 1442A9	NAPLES	FL
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QUANTITY 15,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0110	<u>NG WEST PALM BEACH</u> W81JA3	PALM BEACH	FL
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QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0111	<u>PATRICK AFB</u> FP2520	PATRICK AFB PATRICK	FL
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QUANTITY 5,100,000 8A QUANTITY 0 SA QUANTITY 2,805,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0112	<u>PRATT AND WHITNEY GESP</u> TB1248	WEST PALM BEACH PRATTFL	FL
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QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0113 DFSP MOUNDVILLE MOUNDVILLE AL
 UY7184 476613270

QUANTITY 31,555,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0114 ANG BIRMINGHAM MAP BIRMINGHAM AL
 FP6011 472600240 BIRMINGHAM

QUANTITY 4,500,000 8A QUANTITY 0 SA QUANTITY 4,050,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0115 ANNISTON ARMY DEPOT ANNISTON AL
 W31G1Y 471966250

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0116 REDSTONE ARSENAL HUNTSVILLE AL
 W31G3G 471356250

QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0117 RESERVED

0118 ANG KEY FLD MERIDIAN MERIDIAN MS
 FP6241 486160240 KEYFIELD

QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 3,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE

DELIVERY HOURS 0700 - 1530, TUE - FRI

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0119 ANG THOMPSON FLD JACKSON MS
 FP6242 487150240 THOMPSON

QUANTITY 1,900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0120 CAMP MCCAIN CAMP MCCAIN MS
 W35PWX 483532000

QUANTITY 55,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0121 CAMP SHELBY HATTIESBURG HATTIESBURG MS
 W911JY 488255250

QUANTITY 800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0122 COLUMBUS AFB COLUMBUS AFB MS
 FP3022 484019240 COLUMBUS

QUANTITY 20,000,000 8A QUANTITY 0 SA QUANTITY 7,400,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0123 DFSP MONTGOMERY MONTGOMERY AL
 UY7060 475630250 MONTGOMERY

QUANTITY 23,550,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0124 DANNELLY ANG MONTGOMERY AL
 FP6012 475630240 DANNELLY

QUANTITY 3,100,000 8A QUANTITY 0 SA QUANTITY 2,790,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MONTGOMERY
 DELIVERY HOURS 0730 - 1600, TUE - FRI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>		<u>CITY</u>	<u>STATE</u>
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0131	<u>CBC GULFPORT</u>		GULFPORT	MS
	N62604	488870000		

QUANTITY 5,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0132	<u>KEESLER AFB</u>		KEESLER AFB	MS
	FP3010	488850240	KEESLER	

QUANTITY 4,100,000 8A QUANTITY 0 SA QUANTITY 3,690,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0133	<u>DFSP BREMEN</u>		BREMEN	GA
	UY7246	456770270	BREMEN	

QUANTITY 21,200,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED
 REPLACES DFSP DORAVILLE (UY7012)

0134	<u>NASA HUNTSVILLE</u>		HUNTSVILLE	AL
	804101	471356240		

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0135	<u>DOBBINS ARB</u>		DOBBINS ARB	GA
	FP6703	456476240	DOBBINS	

QUANTITY 3,700,000 8A QUANTITY 0 SA QUANTITY 1,850,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
 DELIVERY HOURS 0730 - 1500, MON - FRI EXCEPT
 HOLIDAYS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0142 **OMS #16 VOLUNTEER TRNG** **SMYRNA** **TN**
W90D10 433108250

QUANTITY 60,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0143 **OMS #17 (HQ, 2/278TH ACR)** **KINGSPORT** **TN**
W90D28 422306250

QUANTITY 35,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0144 **OMS #2 (HQ 278TH ACR)** **KNOXSVILLE** **TN**
W90D4L 424250250

QUANTITY 160,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0145 **OMS #5 ARNG CHATTANOOGA** **CHATTANOOGA** **TN**
W90D13 428870250

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0146 **OMS #7, TULLAHOMA** **TULLAHOMA** **TN**
W90D5J 432680250

QUANTITY 65,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BREMEN
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0147 **DFSP MACON** **MACON** **GA**
UY7066 463235270 MACON

QUANTITY 47,700,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
PIPE NONE NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>		<u>CITY</u>	<u>STATE</u>
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0148	<u>ANG TRAVIS FIELD</u>		SAVANNAH	GA
	FP6102	461450241	SAVANNAH	

QUANTITY 3,300,000 8A QUANTITY 0 SA QUANTITY 1,980,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0149	<u>FORT STEWART SUPER STATION</u>		FORT STEWART	GA
	UY7002	461610251A		

QUANTITY 1,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0150	<u>HUNTER ARMY AIRFIELD</u>		SAVANNAH	GA
	UY7338	461450251		

QUANTITY 6,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0151	<u>MOODY AFB</u>		VALDOSTA	GA
	FP4830	467823240	MOODY	

QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 4,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0152	<u>ROBINS AFB</u>		WARNER ROBINS	GA
	FP2067	463524240	ROBINSAFB	

QUANTITY 21,000,000 8A QUANTITY 0 SA QUANTITY 7,350,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON
 PL ORIGINATES AT DFSP MACON
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0153	<u>ROBINS ANG</u> FP6101	463524241 ROBINSANG	GA
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QUANTITY 5,900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON
 PL ORIGINATES AT DFSP MACON

MODE	RECEIPT%	FSII	SDA	CI
PIPE		REQUIRED	REQUIRED	REQUIRED
TRUCK		REQUIRED	REQUIRED	REQUIRED

0154	<u>ITAPCO PIPELINE</u> UY7221	464390270 ITAPCO	GA
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QUANTITY 2,710,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
PIPE		NONE	NONE	REQUIRED

0155	<u>FORT BENNING</u> W33WXN	464630250	GA
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QUANTITY 1,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0156	<u>10 FA BN FORT BENNING</u> W90F4K	464630250D	GA
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QUANTITY 300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0157	<u>13th CSB FORT BENNING</u> W90KPL	464630250G	GA
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QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0158 15 IN BN FORT BENNING FORT BENNING GA
W90F35 464630250B

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0159 203rd SPT BN FORT BENNING FORT BENNING GA
W90F4R 464630250J

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0160 30th INF FORT BENNING FORT BENNING GA
W90F4A 464630250F

QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0161 317 ENG BN, FORT BENNING FORT BENNING GA
W90F4W 464630250C

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0162 498th MED CO, FORT BENNING FORT BENNING GA
W33RQ3 464630250E

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0163 69th AR REGT, FORT BENNING FORT BENNING GA
W90F4F 464630250A

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0164 1/29 INFANTRY FORT BENNING FORT BENNING GA
W81XK2 464630250H

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ITAPCO PIPELINE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0165 MCCAIN PIPELINE CO MARION MS
UY7082 486115000 MCCAINPL

QUANTITY 13,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
PIPE NONE NONE REQUIRED

0166 NAS MERIDIAN MS MERIDIAN MS
N63043 486157290 MERIDIAN

QUANTITY 13,000,000 8A QUANTITY 0 SA QUANTITY 11,700,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL MCCAIN PIPELINE CO
PL ORIGINATES AT MCCAIN PL (UY7082)
MODE RECEIPT% FSII SDA CI
PIPE REQUIRED REQUIRED REQUIRED
TRUCK REQUIRED REQUIRED REQUIRED

0167 TEPPCO BOSSIER CITY BOSSIER CITY LA
UY7069 653770270

QUANTITY 45,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
PIPE NONE NONE REQUIRED

0168 BARKSDALE AFB SHREVEPORT LA
FP4608 653770240 BARKSDALE

QUANTITY 45,000,000 8A QUANTITY 0 SA QUANTITY 15,300,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL TEPPCO BOSSIER CITY
PL ORIGINATES AT TEXAS EASTERN, BOSSIER STATION LA. BOSSIER STATION RECEIVES
PRODUCT WITHOUT FSII
OR SDA.
MODE RECEIPT% FSII SDA CI
PIPE 99% REQUIRED REQUIRED REQUIRED
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0169 DYESS PL CO **TYE **TX****
 UY7206 678810240B

QUANTITY 38,500,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED

0170 DYESS AFB **ABILENE **TX****
 FP4661 678810240 DYESSAFB

QUANTITY 38,500,000 8A QUANTITY 0 SA QUANTITY 34,650,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DYESS PL CO

MINIMUM PIPELINE PUMPING RATE IS 900 BPH.
 MAXIMUM PIPELINE PUMPING RATE IS 2100 BPH.

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0171 DFSP HOUSTON **HOUSTON **TX****
 UY7150 684839270 HOUSTON

QUANTITY 192,480,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 BARGE NONE NONE REQUIRED
 PIPE NONE NONE REQUIRED

0172 EGLIN AFB **EGLIN AFB **FL****
 FP2823 494750240 EGLIN

QUANTITY 35,000,000 8A QUANTITY 0 SA QUANTITY 25,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON

MAX DRAFT AT BAYOU ENTRANCE IS 9 FEET AND AT THE
 DOCK 12 FEET.

MODE RECEIPT% FSII SDA CI
 BARGE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0173 HURLBURT FIELD **HURLBURT FIELD **FL****
 FP4417 494759240 HURLBURT

QUANTITY 9,000,000 8A QUANTITY 0 SA QUANTITY 8,100,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON

MAX DRAFT AT INLAND SOUND ENTRANCE AND DOCK IS 15
 FEET.

MODE RECEIPT% FSII SDA CI
 BARGE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0174 TYNDALL AFB TYNDALL AFB **FL**
 FP4819 494579240 TYNDALL

QUANTITY 38,000,000 8A QUANTITY 0 SA QUANTITY 22,800,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MAX DRAFT AT DOCK IS 14 FEET AND AT BAYOU ENTRANCE
 IS 22 FEET.

MODE RECEIPT% FSII SDA CI
 BARGE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0175 CAMP BEAUREGARD PINEVILLE **LA**
 W42TZ8 655944251

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0176 FORT POLK FORT POLK **LA**
 W91AFJ 656972250

QUANTITY 3,400,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0177 MATES #71 FORT POLK **LA**
 W42UV5 656972251

QUANTITY 55,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0178 NAS NEW ORLEANS NEW ORLEANS **LA**
 N00206 649122290 NORLENSNAS

QUANTITY 14,000,000 8A QUANTITY 0 SA QUANTITY 12,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED REQUIRED REQUIRED 20,000 BBLs
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0185 CAMP BULLIS **SAN ANTONIO** **TX**
W909W1 687477250

QUANTITY 40,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0186 ELLINGTON AFB ANG **ELLINGTON AFB ANG** **TX**
FP6433 684800241 ELLINGTON

QUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 2,700,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0187 FT HOOD **FORT HOOD** **TX**
UY7337 683260000 FTTHOOD

QUANTITY 13,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0188 FT SAM HOUSTON **SAN ANTONIO** **TX**
W90JA0 687500250

QUANTITY 35,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0189 GOODFELLOW AFB **SAN ANGELO** **TX**
FP3030 691450240

QUANTITY 25,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0190 JOINT RESERVE BASE FW **FORT WORTH** **TX**
N83447 668200290 FTWORTHNAS

QUANTITY 14,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0191 LACKLAND ANNEX SAN ANTONIO TX
 FP3047 687500242 KELLY

QUANTITY 14,500,000 8A QUANTITY 0 SA QUANTITY 13,050,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 DELIVERY HOURS MON - WED 0730 - 1800, TUE - FRI -
 0730 - 1400

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0192 LAUGHLIN AFB LAUGHLIN AFB TX
 FP3099 693786240 LAUGHLIN

QUANTITY 20,000,000 8A QUANTITY 0 SA QUANTITY 18,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0193 NALF ORANGE GROVE ORANGE GROVE TX
 N30776 689317000

QUANTITY 800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0194 NAS CORPUS CHRISTI CORPUS CHRISTI TX
 N00216 689100290 CORPUS

QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0195 NAS KINGSVILLE KINGSVILLE TX
 N60241 689440290 KINGSVILLE

QUANTITY 8,200,000 8A QUANTITY 0 SA QUANTITY 1,640,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0196	<u>RANDOLPH AFB</u> FP3089	UNIVERSAL CITY RANDOLPH	TX

QUANTITY 15,500,000 8A QUANTITY 0 SA QUANTITY 13,950,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0197	<u>RED RIVER AD, TEXARKANA</u> W45G18	TEXARKANA 661157250	TX
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QUANTITY 55,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0198 RESERVED

LINE ITEMS 0199 - 0200 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0201 DFSP PITTSBURGH **PITTSBURGH **PA****
 UY7310 218723270

QUANTITY 13,260,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0202 AFR GTR PITTSBURGH **PITTSBURGH **PA****
 FP6712 218599240 PITTSLGSF

QUANTITY 1,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0203 ANG GTR PITTSBURGH **PITTSBURGH **PA****
 FP6381 218592240 PITTSANG

QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0204 AASF PARKERSBURG **PARKERSBURG **WV****
 W27L9L 274638250 WVARNG

QUANTITY 160,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0205 AASF WHEELING **WHEELING **WV****
 W81XKH 272625250

QUANTITY 60,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0206 CAMP DAWSON **KINGWOOD **WV****
 W27L9J 273128250

QUANTITY 40,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0207 KANAWHA COUNTY APT **CHARLESTON** **WV**
 FP6481 277560240 YEAGER

QUANTITY 1,200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0208 DFSP NOVI **NOVI** **MI**
 UY7308 315997270 NOVI

QUANTITY 11,755,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0209 ANG KELLOG FLD **BATTLE CREEK** **MI**
 FP6222 319140240 BATTLECRK

QUANTITY 2,100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0210 ARNG CAMP GRAYLNG **CAMP GRAYLING** **MI**
 W56R69 311963250

QUANTITY 125,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0211 ARNG GRAND LEDGE **GRAND LEDGE** **MI**
 W56LTH 316595250

QUANTITY 180,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0212 PHELPS COLLINS ANGE **ALPENA** **MI**
 FP6223 311340241 PHELPCLANG

QUANTITY 1,750,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0213 SELFRIDGE ANGB **CHESTERFIELD **MI****
 FP6221 315865240 SELFRIDGE

QUANTITY 7,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0214 DFSP TOLEDO CITGO **OREGON **OH****
 UY7340 343217000

QUANTITY 5,115,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0215 910TFG YOUNGSTOWN **YOUNGSTOWN **OH****
 FP6656 344161240 YOUNGSTOWN

QUANTITY 2,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TOLEDO CITGO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0216 ARNG AKRON-CANTON **AKRON CANTON **OH****
 W24MBS 344690250

QUANTITY 115,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TOLEDO CITGO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0217 TOLEDO EXP APT **TOLEDO **OH****
 FP6355 343282240 TOLEDOANG

QUANTITY 2,400,000 8A QUANTITY 0 SA QUANTITY 1,800,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TOLEDO CITGO
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0218 DFSP INDIANAPOLIS **INDIANAPOLIS **IN****
 UY7311 368903270 INDIANAPLS

QUANTITY 25,660,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0219 181 TFG HULMAN FLD **TERRE HAUTE **IN****
 FP6131 373445240 HULMAN

QUANTITY 2,900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0220 CAMP ATTERBURY **EDINBURGH **IN****
 W53TOA 372375250

QUANTITY 10,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0221 GRISSOM ARB **PERU **IN****
 FP4654 365568240 GRISSOM

QUANTITY 7,000,000 8A QUANTITY 0 SA QUANTITY 6,300,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0222 IN ANG BAER FLD **FORT WAYNE **IN****
 FP6132 361800240 FTWAYNEANG

QUANTITY 2,600,000 8A QUANTITY 0 SA QUANTITY 2,080,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0223 RESERVED

0224 AFRES GEN MITCHELL FIELD **MILWAUKEE **WI****
 FP6605 336000240 GMITCHIAP

QUANTITY 2,400,000 8A QUANTITY 0 SA QUANTITY 1,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0225 ANG TRUAX FIELD MADISON WI
 FP6492 338500240 MADISONANG

QUANTITY 3,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0226 ARNG STATE TRAINING AREA CAMP DOUGLAS WI
 W5CKLH 333354000

QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0227 FORT MCCOY SPARTA WI
 W5CR5D 333647250

QUANTITY 750,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0228 WI ANG GEN MITCHELL FIELD MILWAUKEE WI
 FP6491 336000241 GMITCHFLD

QUANTITY 5,700,000 8A QUANTITY 0 SA QUANTITY 2,850,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0229 WI ANG VOLK FLD CAMP DOUGLAS WI
 FP6493 333354240 VOLKFLD

QUANTITY 950,000 8A QUANTITY 0 SA QUANTITY 475,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0230 WI ARNG WEST BEND WEST BEND WI
 W5CN2E 335440000

QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0231 DFSP LEBANON LEBANON OH
 UY7307 359151270 LEBANONOH

QUANTITY 28,740,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0232 AASF SHELBYVILLE SHELBYVILLE IN
 W9072W 372140250

QUANTITY 270,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0233 ARNG FRANKFORT FRANKFURT KY
 W22MQS 286275251

QUANTITY 130,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0234 FORT KNOX FORT KNOX KY
 W90097 294424250

QUANTITY 1,650,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0235 ANG RICKENBACKER LOCKBOURNE OH
 FP6356 353289240 RICKENBCKR

QUANTITY 11,000,000 8A QUANTITY 0 SA QUANTITY 5,500,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0236 WRIGHT PAT AFB DAYTON OH
 FP2300 354496240 WRIGHTPATT

QUANTITY 10,600,000 8A QUANTITY 0 SA QUANTITY 5,300,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON

MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0237	<u>JOHN GLENN RESEARCH CTR</u> 805501 341800240	CLEVELAND	OH
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QUANTITY 190,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0238	<u>MANSFIELD MAP ANG</u> FP6353 345750240	MANSFIELD MANSFLDANG	OH
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QUANTITY 1,500,000 8A QUANTITY 0 SA QUANTITY 1,350,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0239	<u>OH ANG SPRINGFLD</u> FP6352 354185240	SPRINGFIELD SPRNGFLDOH	OH
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QUANTITY 3,400,000 8A QUANTITY 0 SA QUANTITY 3,060,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0240	<u>RESERVED</u>		
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0241	<u>DFSP TEPPCO JACKSONVILLE</u> UY7313 612115000	JACKSONVILLE	AR
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QUANTITY 25,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0242	<u>LITTLE ROCK AFB</u> FP4460 612115241	LITTLE ROCK LILROCKAFB	AR
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QUANTITY 25,000,000 8A QUANTITY 0 SA QUANTITY 12,500,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TEPPCO
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0243 DFSP WOOD RIVER WOOD RIVER **IL**
 UY7261 396249270 WOODRIVER

QUANTITY 35,910,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 BARGE NONE NONE REQUIRED
 PIPE NONE NONE REQUIRED

0244 ANG SCOTT AFB O'FALLON **IL**
 FP6121 396618241 OHAREANG

QUANTITY 6,000,000 8A QUANTITY 0 SA QUANTITY 4,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0245 IL ANG CAP APT SPFLD SPRINGFIELD **IL**
 FP6123 392360240 SPRNGFLDIL

QUANTITY 2,800,000 8A QUANTITY 0 SA QUANTITY 2,240,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0246 IL ANG GTR PEORIA PEORIA **IL**
 FP6122 388276240 GTRPEORIA

QUANTITY 1,700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0247 IL NG CHICAGO CHICAGO **IL**
 W52QWY 380000251

QUANTITY 90,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0248 SCOTT AFB O'FALLON **IL**
 FP4407 396618240 SCOTT

QUANTITY 5,600,000 8A QUANTITY 0 SA QUANTITY 3,920,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0249 USA SPT FAC DECATUR **DECATUR** **IL**
 W52JUK 392200250

QUANTITY 145,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0250 POL SEC FT CAMPBELL **FORT CAMPBELL** **KY**
 W34GM7 297980251

QUANTITY 12,000,000 8A QUANTITY 0 SA QUANTITY 7,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0251 UTES #2 (TN ARNG) **FORT CAMPBELL** **KY**
 W90D32 297980252

QUANTITY 45,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0252 FT LEONARD WOOD **WAYNESVILLE** **MO**
 W58SG7 572960250

QUANTITY 75,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0253 NG SPRGNFLD MAP **SPRINGFIELD** **MO**
 W58P1G 576550250

QUANTITY 190,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0254 MO ANG LAMBERT IAP **ST. LOUIS** **MO**
 FP6251 567650240 LAMBERT

QUANTITY 5,100,000 8A QUANTITY 0 SA QUANTITY 3,570,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0255	<u>NG MEM APT JEFFERSN</u> W58M0A	JEFFERSON CITY	MO
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568210250

QUANTITY 110,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0256 RESERVED

0257	<u>2/115 FA BN HENDERSON</u> W90D7F	HENDERSON	TN
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439440250

QUANTITY 45,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0258	<u>MILAN TRNG SITE</u> W90D3K	LAVINIA	TN
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438574251

QUANTITY 60,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0259	<u>OMS #13 (HQ, 194TH ENGR)</u> W90D3W	JACKSON	TN
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439140250

QUANTITY 90,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0260	<u>OMS #15 (HQ, 3/115TH FA)</u> W90D3T	MEMPHIS	TN
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439980250

QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0261 OMS #4 (HQ, 3RD SQD, 278) **COOKEVILLE** **TN**
 W90D6E 426742250

QUANTITY 40,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0262 TN ANG MEMPHIS **MEMPHIS** **TN**
 FP6422 439900240 MEMPHISTN

QUANTITY 1,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0263 DFSP TULSA/WILLIAMS PIPE **TULSA** **OK**
 UY7304 622305270 TULSA

QUANTITY 172,500,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0264 ANG FORT SMITH **FORT SMITH** **AR**
 FP6032 609300240 FTSMITHANG

QUANTITY 3,500,000 8A QUANTITY 0 SA QUANTITY 3,150,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0265 FORT CHAFEE **FAYETTEVILLE** **AR**
 W90DED 609232250

QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0266 MCCONNELL AFB **WICHITA** **KS**
 FP4621 588453240 MCCONNELL

QUANTITY 35,000,000 8A QUANTITY 0 SA QUANTITY 18,550,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0267 RESERVED

0268 ALTUS AFB BLAIR OK
 FP4419 639850240 ALTUS

QUANTITY 55,000,000 8A QUANTITY 0 SA QUANTITY 49,500,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED
 PIPE REQUIRED REQUIRED REQUIRED

0269 FORT SILL LAWTON OK
 W44WLB 637263250

QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 900,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0270 OK ANG WILL ROGERS OKLAHOMA CITY OK
 FP6562 626200240 WILLROGERS

QUANTITY 1,550,000 8A QUANTITY 0 SA QUANTITY 1,395,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0271 OK ARNG LEXINGTON NORMAN OK
 W44MFK 626595000

QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0272 TINKER AFB OKLAHOMA CITY OK
 FP2037 626200241 TINKER

QUANTITY 34,000,000 8A QUANTITY 0 SA QUANTITY 20,400,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0273	<u>VANCE AFB</u>	ENID	OK
	FP3029	VANCE	

QUANTITY 18,000,000 8A QUANTITY 0 SA QUANTITY 16,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0274	<u>SHEPPARD AFB</u>	SHEPPARD	TX
	FP3020	SHEPPARD	

QUANTITY 24,000,000 8A QUANTITY 0 SA QUANTITY 21,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA/WILLIAMS PIPE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0275	<u>DFSP OLATHE</u>	OLATHE	KS
	UY7341		

QUANTITY 24,290,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
PIPE NONE NONE REQUIRED

0276	<u>158TH AVCO NEW CENTURY</u>	NEW CENTURY	KS
	W55NG1		

QUANTITY 160,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP OLATHE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0277	<u>ANG FORBES FIELD</u>	TOPEKA	KS
	FP6152	FORBESANG	

QUANTITY 6,000,000 8A QUANTITY 0 SA QUANTITY 3,780,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP OLATHE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

0278	<u>FORT LEAVENWORTH</u>	FORT LEAVENWORTH	KS
	W9094G	FTLEAVNWRT	

QUANTITY 130,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP OLATHE
MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0279 **FORT RILEY** **OGDEN** **KS**
 W90A85 585234250

QUANTITY 2,100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP OLATHE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0280 **MO ANG ROSECRANS** **ST. JOSEPH** **MO**
 FP6252 566320240 ROSCRNSANG

QUANTITY 1,900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP OLATHE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0281 **WHITEMAN AFB** **SEDALIA** **MO**
 FP4625 569836240 WHITEMAN

QUANTITY 14,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP OLATHE
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0282 **WILLIAMS PL CO. (OMAHA)** **OMAHA** **NE**
 UY7170 553410270 WILLIAMSPL

QUANTITY 30,525,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

0283 **ANG SIOUX CITY** **SIOUX CITY** **IA**
 FP6142 547500240

QUANTITY 1,700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0284 **DES MOINES IAP** **DES MOINES** **IA**
 FP6141 536870240 DESMOINES

QUANTITY 2,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0285	<u>IA ARNG AASF#1 BOONE</u>	FRANKFURT	IA
	W54CJ2 545250250		

QUANTITY 140,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0286	<u>IA ARNG AASF#3 DAVENPORT</u>	DAVENPORT	IA
	W54CJ8 534580250		

QUANTITY 235,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0287	<u>IA NG WATERLOO</u>	WATERLOO	IA
	W81T3B 532730000		

QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0288	<u>OMS #1 CAMP DODGE</u>	CAMP DODGE	IA
	W80R0H 536848250		

QUANTITY 400,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0289	<u>NE ANG LINCOLN</u>	LINCOLN	NE
	FP6271 553900240	NEBRASKANG	

QUANTITY 5,400,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0290 OFFUTT AFB OMAHA NE
 FP4600 553453240 OFFUTT

QUANTITY 20,000,000 8A QUANTITY 0 SA QUANTITY 10,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL WILLIAMS PL CO. (OMAHA)
 COMMERCIAL TANK TRUCKS MUST BE EQUIPPED WITH ONBOARD AUXILIARY PUMPS
 PIPELINE PUMPING RATE IS 500 BPH. PL ORIGINATES AT WILLIAMS TERMINAL OMAHA, NE.
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0291 DFSP GRAND FORKS GRAND FORKS ND
 UY7021 511740270 GFORKSTERM

QUANTITY 35,355,000 8A QUANTITY 0 SA QUANTITY 0

DELIVERY HOURS FOR TRUCK ARE MONDAY THROUGH FRIDAY FROM 0630 TO 1500.
 MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED
 TRUCK NONE REQUIRED REQUIRED

0292 AASF HOLMAN FLD ST. PAUL MN
 W911RE 504450250

QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0293 ANG DULUTH IAP DULUTH MN
 FP6232 500900240 DULUTH

QUANTITY 2,700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0294 MIN ST PAUL IAP ST. PAUL MN
 FP6633 504567240 STPAULIAP

QUANTITY 3,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0301 ELLSWORTH AFB RAPID CITY SD
 FP4690 526368240 ELLSWORTH

QUANTITY 24,000,000 8A QUANTITY 0 SA QUANTITY 21,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL ELS JET RAPID CITY
 MODE RECEIPT% FSII SDA CI
 PIPE REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

0302 JOE FOSS FLD SIOUX FALLS SD
 FP6411 527180240 JOEFOSSFLD

QUANTITY 3,100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL ELS JET RAPID CITY
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0303 PETERSON AFB COLORADO SPRINGS CO
 FP2500 746672240 PETERSON

QUANTITY 4,800,000 *** 8A QUANTITY 0 SA QUANTITY 4,320,000

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0304 ANG BUCKLEY FLD AURORA CO
 FP2504 744542240 BUCKLEYANG

QUANTITY 4,800,000 *** 8A QUANTITY 0 SA QUANTITY 4,320,000

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0305 USAF ACADEMY COLORADO SPRINGS CO
 FP7000 746655240 USAFACADMY

QUANTITY 30,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0306 FORT CARSON COLORADO SPRINGS CO
 W51HU8 746693250 FTCARSON

QUANTITY 3,000,000 *** 8A QUANTITY 0 SA QUANTITY 2,700,000

MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 INLAND JP8 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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0307	<u>ANG CHEYENNE</u> FP6501	CHEYENNE CHEYNANG	WY
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QUANTITY 1,000,000 *** 8A QUANTITY 0 SA QUANTITY 900,000

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0308	<u>FE WARREN</u> FP4613	CHEYENNE FEWARREN	WY
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QUANTITY 140,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

0309	<u>NG CAMP GUERNSEY</u> W911PL	GUERNSEY	WY
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QUANTITY 150,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	REQUIRED	REQUIRED

LINE ITEMS 0310 - 0400 OMITTED FROM RFP SCHEDULE

TURBINE FUEL, AVIATION (JP5), JP5 2.2C

NSN : 9130-00-273-2379
 PURCHASE REQUEST NO. SC0600-03-0025

JP5 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8 (A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
343,420,000	7,740,000	0	335,680,000

THE TOTAL ESTIMATED JP5 QUANTITY TO BE PURCHASED IS -- 343,420,000
 EAST COAST JP5 190,785,000
 GULF COAST JP5 145,090,000
 OFF SHORE JP5 7,345,000
 INLAND JP5 200,000

LINE ITEM	LOCATION	CITY	STATE
0401	<u>DFSP BOSTON</u>	BOSTON	MA
	UY7317	143310270	BOSTON

QUANTITY 1,710,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		REQUIRED	NONE	REQUIRED	50,000 BBLs	30,000 BBLs

0402	<u>DFSP BOSTON</u>	BOSTON	MA
	UY7317	143310270	BOSTON

QUANTITY 1,655,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BOSTON
 INCLUDES FLEET & COAST GUARD

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		REQUIRED	NONE	REQUIRED	50,000 BBLs	30,000 BBLs

0403	<u>BATH IRON WORKS CORP</u>	BATH	ME
	N62786	118850290	

QUANTITY 55,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BOSTON

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	NONE	REQUIRED

LINE ITEMS 0404 - 0406 RESERVED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0407 DFSP CARTERET **CARTERET **NJ****
 UY7327 194144270 CARTERET

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		REQUIRED	NONE	REQUIRED	50,000 BBLs	50,000 BBLs
TANKER		REQUIRED	NONE	REQUIRED	85,000 BBLs	50,000 BBLs
PIPE		NONE	NONE	REQUIRED	75,000 BBLs	25,000 BBLs

0408 DFSP CARTERET **CARTERET **NJ****
 UY7327 194144270 CARTERET

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET INCLUDES FLEET & COAST GUARD

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		REQUIRED	NONE	REQUIRED	50,000 BBLs	50,000 BBLs
TANKER		REQUIRED	NONE	REQUIRED	85,000 BBLs	50,000 BBLs
PIPE		NONE	NONE	REQUIRED	75,000 BBLs	25,000 BBLs

0409 DFSP CRANEY ISLAND **NORFOLK **VA****
 UY7331 261100296 CRANEY

QUANTITY 130,925,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
BARGE	50%	REQUIRED	NONE	REQUIRED
TANKER		REQUIRED	NONE	REQUIRED
PIPE		NONE	NONE	REQUIRED

0410 DFSP CRANEY ISLAND **NORFOLK **VA****
 UY7331 261100296 CRANEY

QUANTITY 85,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND

MODE	RECEIPT%	FSII	SDA	CI
TANKER		REQUIRED	NONE	REQUIRED
PIPE		NONE	NONE	REQUIRED
BARGE	77%	REQUIRED	NONE	REQUIRED

0411 LANGLEY RESEARCH CENTER **LANGLEY **VA****
 803301 256900241

QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND

MODE	RECEIPT%	FSII	SDA	CI
TRUCK		REQUIRED	NONE	REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0412 NAB LITTLE CREEK LITTLE CREEK VA
 N61414 261300292 LILCREEK

QUANTITY 1,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED NONE REQUIRED 15,000 BBLs
 TRUCK REQUIRED NONE REQUIRED

0413 NAS NORFOLK NORFOLK VA
 N00188 261000291 NORFOLK

QUANTITY 25,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0414 NASA WOLLOPS ISLAND NORFOLK VA
 803303 254202000

QUANTITY 275,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0415 NAS PATUXENT RIVER PATUXENT RIVER MD
 N00421 239745290 PATUXENT

QUANTITY 17,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED NONE REQUIRED 20,000 BBLs 15,000 BBLs

0416 CGAS ELIZABETH CITY ELIZABETH CITY NC
 Z20130 401660260

QUANTITY 2,200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 EAST COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0417 STANDARD TRANSPICE VIRGINIA BEACH VA
 UY7081 261300000

QUANTITY 58,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED NONE REQUIRED 12,000 BBLs

0418 NAS OCEANA VIRGINIA BEACH VA
 N60191 261300291

QUANTITY 58,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL STANDARD TRANSPICE
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 PIPE REQUIRED NONE REQUIRED 12,000 BBLs
 TRUCK REQUIRED NONE REQUIRED

LINE ITEMS 0419 - 0500 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
GULF COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0501 DFSP JAX **JACKSONVILLE **FL****
 N68836 491200296 JAXFLDTERM

QUANTITY 71,475,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED

0502 DFSP JAX **JACKSONVILLE **FL****
 N68836 491200296 JAXFLDTERM

QUANTITY 17,075,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 INCLUDES FLEET/CG/NSC JACKSONVILLE
 MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED

0503 AASF CRAIG FIELD ARM **JACKSONVILLE **FL****
 W32RRY 491200251 FLARNG

QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0504 CGAS MIAMI FL **MIAMI **FL****
 Z20140 499730260

QUANTITY 1,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0505 CAMP BLANDING **STARKE **FL****
 W32V5N 492630000

QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0506 FL ANG JAX IAP **JACKSONVILLE **FL****
 FP6091 491200240 JAXANG

QUANTITY 5,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 GULF COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0507 KENNEDY SPACE CENTER CAPE CANAVERAL FL
 804200 496150240 NASA FL

QUANTITY 850,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0508 NAS JACKSONVILLE JACKSONVILLE FL
 N00207 491200295

QUANTITY 25,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED
 BARGE REQUIRED NONE REQUIRED

0509 NAV STA MAYPORT MAYPORT FL
 N60201 491200293

QUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED
 PIPE NONE NONE REQUIRED

0510 MCAS BEAUFORT BEAUFORT SC
 N60169 449661280 BEAUFORT

QUANTITY 18,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED
 BARGE REQUIRED NONE REQUIRED

0511 KEY WEST PL CO KEY WEST FL
 UY7083 499999270 KEYWESTPL

QUANTITY 24,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
GULF COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0512 KEY WEST PL CO KEY WEST **FL**
 UY7083 499999270 KEYWESTPL

QUANTITY 24,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL KEY WEST PL CO
 INCLUDES FLEET/CG/NAS KEY WEST
 MODE RECEIPT% FSII SDA CI
 TANKER REQUIRED NONE REQUIRED

0513 DFSP SELMA SELMA **NC**
 UY7265 406851270 SELMA

QUANTITY 31,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 PIPE NONE NONE REQUIRED 25,000 BBLs 25,000 BBLs
 MAX RECEIPT PARCEL IS 25M BBLs. SINCE THE MIN
 PARCEL PL TENDER ACCEPTABLE TO COLONIAL IS 75M
 BBLs, SELMA PL SHIPMENTS MUST BE COMBINED WITH
 PARCELS FOR CRANEY OR CARTERET. PL PARCEL MUST BE
 RECEIVED EVERY 5-10 DAYS AT SELMA.

0514 MCAS CHERRY POINT CHERRY POINT **NC**
 N00146 405537280 CHERRYPT

QUANTITY 24,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA
 MODE RECEIPT% FSII SDA CI
 CAR REQUIRED NONE REQUIRED

0515 MCAS NEW RIVER NEW RIVER **NC**
 N62573 405965280 NEWRIVER

QUANTITY 7,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0516 DFSP HOUSTON HOUSTON **TX**
 UY7150 684839270 HOUSTON

QUANTITY 16,900,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 BARGE NONE NONE REQUIRED
 PIPE NONE NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
GULF COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0517 DFSP HOUSTON HOUSTON TX
 UY7150 684839270 HOUSTON

QUANTITY 900,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 BARGE NONE NONE REQUIRED
 PIPE NONE NONE REQUIRED

0518 NAS CORPUS CHRISTI CORPUS CHRISTI TX
 N00216 689100290 CORPUS

QUANTITY 9,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0519 RESERVED

0520 RESERVED

0521 TINKER AFB OKLAHOMA CITY OK
 FP2037 626200241 TINKER

QUANTITY 7,000,000 8A QUANTITY 0 SA QUANTITY 6,300,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 PRODUCT MUST CONTAIN SDA, BETWEEN 100-700 pS/m.
 DELIVERY HOURS ARE 0700-2300 MON-FRI. 2 TT PER HOUR.
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED REQUIRED REQUIRED

0522 DFSP PENSACOLA PENSACOLA FL
 N00204 494995293 PENSACOLA

QUANTITY 1,915,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED NONE REQUIRED 25,000 BBLs

0523 DFSP PENSACOLA PENSACOLA FL
 N00204 494995293 PENSACOLA

QUANTITY 1,600,000 8A QUANTITY 0 SA QUANTITY 1,440,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL
 BARGE REQUIRED NONE REQUIRED 25,000 BBLs

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
GULF COAST JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0524 HURLBURT FLD HURLBURT FLD FL
 FP4417 494759240 HURLBURT

QUANTITY 140,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 DELIVERY HOURS ARE 0700-1600 MON-FRI
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0525 MCLB ALBANY ALBANY GA
 M67004 468523280

QUANTITY 55,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0526 SUP SHIPBLDG PASCAGOULA PASCAGOULA MS
 N62795 488680290

QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0527 ANNISTON ARMY DEPOT ANNISTON AL
 W31G1Y 471966250

QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA
 This facility only has one JP5 tank with a capacity of 5,000 usg.
 MODE RECEIPT% FSII SDA CI
 TRUCK REQUIRED NONE REQUIRED

0528 RESERVED

LINE ITEMS 0529 - 0600 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
OFF SHORE JP5 ESCALATOR JP8 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0607	<u>DFSP GUANTANAMO BAY</u> N60514	GTMO	CU

910700000

QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GUANTANAMO BAY, CUBA
INCLUDES FLEET, USNAVSTA GUANTANAMO BAY & COAST
GUARD.

MODE	RECEIPT%	FSII	SDA	CI
TANKER		REQUIRED	NONE	REQUIRED

LINE ITEMS 0608 - 0800 OMITTED FROM RFP SCHEDULE

LINE ITEM LOCATION CITY STATE

FUEL, NAVAL DISTILLATE (F76), F76 2.5A

NSN : 9140-00-273-2377
 PURCHASE REQUEST NO. SC0600-03-0026

F76 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8 (A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
176,690,000	51,020,000	0	125,670,000

THE TOTAL ESTIMATED F76 QUANTITY TO BE PURCHASED IS -- 176,690,000
 EAST COAST F76 132,365,000
 GULF COAST F76 33,045,000
 OFF SHORE F76 11,280,000

0801 **DFSP CARTERET** **CARTERET** **NJ**
 UY7327 194144270 CARTERET

QUANTITY 2,360,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		NONE	NONE	NONE	75,000 BBLs	50,000 BBLs
TANKER		NONE	NONE	NONE	85,000 BBLs	50,000 BBLs
PIPE		NONE	NONE	NONE	75,000 BBLs	25,000 BBLs

0802 **DFSP CARTERET** **CARTERET** **NJ**
 UY7327 194144270 CARTERET

QUANTITY 1,660,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET
 INCLUDES RQMTS FOR FLEET, HHD 475 QM GROUP; &
 COAST GUARD.

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		NONE	NONE	NONE	75,000 BBLs	50,000 BBLs
TANKER		NONE	NONE	NONE	85,000 BBLs	50,000 BBLs
PIPE		NONE	NONE	NONE	75,000 BBLs	25,000 BBLs

0803 **NAVAL SUB BASE GROTON** **GROTON** **CT**
 N49399 165282290

QUANTITY 700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET
 MODE RECEIPT% FSII SDA CI
 TRUCK NONE NONE NONE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST F76 ESCALATOR F76 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0804 DFSP CRANEY ISLAND NORFOLK VA
 UY7331 261100296 CRANEY

QUANTITY 130,005,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE	50%	NONE	NONE	NONE	75,000 BBLs	50,000 BBLs
TANKER		NONE	NONE	NONE		
PIPE		NONE	NONE	NONE	100,000 BBLs	25,000 BBLs

0805 DFSP CRANEY ISLAND NORFOLK VA
 UY7331 261100296 CRANEY

QUANTITY 126,200,000 8A QUANTITY 0 SA QUANTITY 50,480,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE	52%	NONE	NONE	NONE	75,000 BBLs	50,000 BBLs
TANKER		NONE	NONE	NONE		
PIPE		NONE	NONE	NONE	100,000 BBLs	25,000 BBLs

0806 NAB LITTLE CREEK LITTLE CREEK VA
 N61414 261300292 LILCREEK

QUANTITY 3,600,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
BARGE		NONE	NONE	NONE	7,500 BBLs	
TRUCK		NONE	NONE	NONE		

0807 NAS NORFOLK NORFOLK VA
 N00188 261000291 NORFOLK

QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND

MODE	RECEIPT%	FSII	SDA	CI		
TRUCK		NONE	NONE	NONE		

0808 NORFOLK NAVAL SHIPYARD NORFOLK VA
 N00181 261100292

QUANTITY 130,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND

MODE	RECEIPT%	FSII	SDA	CI		
TRUCK		NONE	NONE	NONE		

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 EAST COAST F76 ESCALATOR F76 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
0809	<u>US NAVAL STATION NORFOLK</u> N62688 261000291F	NORFOLK	VA

QUANTITY 35,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI
 TRUCK NONE NONE NONE

0810	<u>NPTU GOOSE CREEK</u> N68898 447174290A	GOOSE CREEK	SC
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QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CRANEY ISLAND
 MODE RECEIPT% FSII SDA CI
 TRUCK NONE NONE NONE

LINE ITEMS 0811 - 0900 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
EAST COAST F76 ESCALATOR F76 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0901 DFSP JAX **JACKSONVILLE** **FL**
 N68836 491200296 JAXFLDTERM

QUANTITY 32,445,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 TANKER NONE NONE NONE

0902 DFSP JAX **JACKSONVILLE** **FL**
 N68836 491200296 JAXFLDTERM

QUANTITY 31,985,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX INCLUDES RQMTS FOR FLEET; XR 558th TRANS; ATL FLT WEAPON TNG CT; NUCLEAR PWR TRAINING UNIT; AND COAST GUARD.

MODE RECEIPT% FSII SDA CI
 TANKER NONE NONE NONE

0903 NAV STA MAYPORT **MAYPORT** **FL**
 N60201 491200293

QUANTITY 160,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX

MODE RECEIPT% FSII SDA CI
 TRUCK NONE NONE NONE
 PIPE NONE NONE NONE

0904 NAVSUBBASE KINGS BAY **KINGS BAY** **GA**
 N42237 465891290 KINGSBAY

QUANTITY 300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JAX

MODE RECEIPT% FSII SDA CI
 TRUCK NONE NONE NONE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 GULF COAST F76 ESCALATOR F76 East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

0905 DFSP HOUSTON HOUSTON TX
 UY7150 684839270 HOUSTON

QUANTITY 600,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
BARGE		NONE	NONE	NONE
PIPE		NONE	NONE	NONE

0906 DFSP HOUSTON HOUSTON TX
 UY7150 684839270 HOUSTON

QUANTITY 600,000 8A QUANTITY 0 SA QUANTITY 540,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON
 INCLUDES RQMTS FOR FLEET, MSC & NAS PASCAGOULA.

MODE	RECEIPT%	FSII	SDA	CI
BARGE		NONE	NONE	NONE
PIPE		NONE	NONE	NONE

LINE ITEMS 0907 - 1000 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
OFFSHORE F76 ESCALATOR F76 East/Gulf Coast

SP0600-04-R-0061

<u>LINE ITEM</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
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1001	<u>DFSP GUANTANAMO BAY</u> N60514	910700000	GTMO	CU
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QUANTITY 10,605,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	NONE

1002	<u>DFSP GUANTANAMO BAY</u> N60514	910700000	GTMO	CU
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QUANTITY 10,605,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GUANTANAMO BAY,CUBA
INCLUDES RQMTS FOR FLEET; DFSP GUANTANAMO BAY, CUBA; USN HOSPITAL GUANTANAMO BAY, CUBA;
ARMY AND COAST GUARD.

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	NONE

1003	<u>DFSP ROOSEVELT ROADS</u> N00389	101310290	ROOSEVELT ROADS ROSYRDS	PR
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QUANTITY 675,000 8A QUANTITY 0 SA QUANTITY 0

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	NONE

1004	<u>DFSP ROOSEVELT ROADS</u> N00389	101310290	ROOSEVELT ROADS ROSYRDS	PR
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QUANTITY 675,000 8A QUANTITY 0 SA QUANTITY 243,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROOSEVELT ROADS
INCLUDES RQMTS FOR ARMY & COAST GUARD.

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	NONE

LINE ITEMS 1005 - 1100 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) (CONT'D)
 OFFSHORE MUM ESCALATOR MUM East/Gulf Coast

SP0600-04-R-0061

LINE ITEM LOCATION CITY STATE

Gasoline,Auto,Midgrade,89 Octa, MUM 2.5A
 NSN : 9130-01-272-0983
 PURCHASE REQUEST NO. Sc0600-03-0026

MUM REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
1,025,000	0	0	1,025,000

THE TOTAL ESTIMATED MUM QUANTITY TO BE PURCHASED IS -- 1,025,000
 OFF SHORE MUM 1,025,000

LINE ITEM LOCATION CITY STATE

1101 DFSP GUANTANAMO BAY GTMO CU
 N60514 910700000

QUANTITY 1,025,000 8A QUANTITY 0 SA QUANTITY 0

THE VOLUME WILL BE LIFTED IN A MAXIMUM OF TWO LIFTS.

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	NONE

1102 DFSP GUANTANAMO BAY GTMO CU
 N60514 910700000

QUANTITY 1,025,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GUANTANAMO BAY,CUBA
 INCLUDES RQMTS FOR U.S. NAVY (HOSPITAL & OTHER) & COAST GUARD.

THE VOLUME WILL BE LIFTED IN A MAXIMUM OF TWO LIFTS.

MODE	RECEIPT%	FSII	SDA	CI
TANKER		NONE	NONE	NONE

LINE ITEM 1102 IS THE LAST ITEM NUMBER IN THE SOLICITATION SCHEDULE.

B19.33 ECONOMIC PRICE ADJUSTMENT -- PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 2003)**(a) WARRANTIES.** The Contractor warrants that--

(1) The base 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 shall be computed in accordance with the provisions of this clause.

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

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

(2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this clause. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.

(i) **Base market price** means the price as shown in Column V of the table below which is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price for deliveries during the most recent period, as defined in the table below.

(3) Date of delivery is defined as follows:**(i) FOR TANKER OR BARGE DELIVERIES.**

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

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

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

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

(c) ADJUSTMENTS.

(1) Subject to the provisions of this clause, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.

(2) **CALCULATIONS.** All calculations shall be rounded to six decimal places.

(3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a weekly price adjustment modification effective each Tuesday.

(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, 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 original base unit price in any applicable program year (whether a single year or 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 which the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the established market 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.

(6) REVISION OF MARKET PRICE INDICATOR. In the event--

(i) Any applicable market price indicator is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions,--

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

(d) CONVERSION FACTORS. If this clause requires quantity conversions for economic price adjustment purposes, the factors specified in the CONVERSION FACTORS clause shall apply, unless otherwise specified in the Schedule.

B19.33 ECONOMIC PRICE ADJUSTMENT -- PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 2003)(CONT'D)

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative 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.

(f) **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.

(g) **TABLE.**

I <u>Item No.</u>	II <u>Name of Publication</u>	III Heading under which market indicator is published and <u>name of product</u>	IV Location where market price is <u>applicable</u>	V Base market price as of <u>AUG 12 2003</u> (excludes all taxes) (<u>see note(s) below</u>)
EAST/ GULF/ INLAND JP5/JP8	PLATT'S OILGRAM PRICE REPORT	JET KERO 54	U.S. GULF COAST PIPELINE	\$.837150

The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average of the Low and High)

EAST/ GULF F76	PLATT'S OILGRAM PRICE REPORT	NO.2	U.S. GULF COAST PIPELINE	\$.812050
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The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average of the Low and High)

EAST/ GULF MUM	PLATT'S OILGRAM PRICE REPORT	UNL MIDGRADE 89	U.S. GULF COAST PIPELINE	\$.975430
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The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average of the Low and High)

NOTE 1: The East/Gulf Coast adjusting market price will be firm for weekly periods and is defined as the average of the applicable daily Platts spot assessment quotations effective for the prior week. The simple average of the daily average highs and lows of the prices effective Monday through Friday (excluding any days prices are not published) shall be the adjusting market price effective for the following Tuesday through Monday.

(DESC 52.216-9F33)

SECTION C

C1 SPECIFICATIONS (DESC JAN 1997)

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

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

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

(DESC 52.246-9FT1)

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC NOV 2002)

(a) Specification MIL-DTL-5624T, dated September 18, 1998, Turbine Fuel, Aviation, Grades JP4 and JP5, applies. The requirements of Table 1 in the specification are modified as follows:

(1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.

(2) **HYDROGEN CONTENT.** ASTM D 5291 may be used in lieu of ASTM D 3701.

(3) **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.** Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(4) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment OSP3) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating, "MSEP result is a 'Report Only' requirement. Original result of _____ (fill in actual result) on product containing the following additives: _____ (fill in combination of additives)."

(5) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:

(6) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test (ASTM D 381-01) may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius. If air is used instead of steam while performing ASTM D 381, it must be reported. In case of a failure with air, the sample must be retested using steam.

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624T, an additional JFTOT test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). Shipments will not be delayed pending results of this additional JFTOT test.

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604A to report the test temperature.

(b) ADDITIVES.

(1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624T, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement. FSII included in jet fuel shall conform to MIL-DTL-85470B dated June 15, 1999.

(2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC NOV 2002)(CONT'D)

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19 dated March 5, 2001. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, TOLAD 4410, and TOLAD 4445.

(4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624T, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases the proportion of the blend that has been hydrogen treated shall be reported.

(5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per Contractor's election in MIL-DTL-5624T, dated September 18, 1998.

(6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonylnaphthylsulfonic acid (DINNSA)) shall be used.

(c) APPLICABLE TO JP5 ONLY.

(1) **TOTAL SULFUR CONTENT.** The total sulfur content of JP5 shall be 0.30 mass percent maximum.

(2) **FLASH POINT TESTING.** The referee procedure for performing flash point testing of JP5 shall be the manual version of ASTM D 93 as opposed to the automated version of ASTM D 93.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and to the address shown below:

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR 4.4.5
22229 ELMER ROAD, UNIT 4, BLDG 2360
PATUXENT RIVER, MD 20670-1534

(d) APPLICABLE TO JP4 ONLY.

(1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624T with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DESP.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements.

(DESC 52.246-9FNK)

C16.18-6 GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)

Product shall conform to ASTM D 4814 with the following additional requirements:

(a) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the Anti-Knock Index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI values are identified in (b) below. If the AKI value is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(b) **PRODUCT CLASSIFICATION.** The product shall be classified as described below:

C16.18-6 GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)(CONT'D)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	AKI, MINIMUM
9130-00-148-7103	Gasoline, Regular, Unleaded	87
9130-01-272-0983	Gasoline, Midgrade, Unleaded	89
9130-00-148-7104	Gasoline, Premium, Unleaded	91

(c) **VAPOR PRESSURE.** The volatility class shall be as stated in the Schedule.

(d) **ADDITIVES.** Additives and additive concentration shall be as specified below. Application for approval of additives not listed below should be made to DESC-BP.

(1) **OXIDATION INHIBITORS.** The gasoline shall contain not less than five pounds nor more than 15 pounds of oxidation inhibitor (active ingredient) per 1,000 barrels of gasoline. Any one of a combination of the following oxidation inhibitors may be used:

- (i) N,N' disecodary butyl-para-phenylenediamine
- (ii) N,N' di-isopropyl-paraphenylenediamine
- (iii) N,N' dioctyl-para-phenylenediamine
- (iv) N,N' -bis-(1,4-dimethylpentyl)-para-phenylenediamine
- (v) N,N' disecodary butyl-ortho-phenylenediamine
- (vi) 2,6-ditertiary-butyl phenol
- (vii) 2,6-ditertiary-butyl-4-methylphenol
- (viii) 2,4-dimethyl-6-tertiary butylphenol
- (ix) Triethylene tetramine di(monononyphenolate)
- (x) Mixed tertiary butylphenols
- (xi) N, secondary butyl, N, pheny-ortho-phenylenediamine
- (xii) Mixed 2,6-dialkyl and 2,4,6-trialkyl phenols (containing mixed hexyl and heptyl groups)
- (xiii) 2,4-ditertiary-butylphenol (60 weight percent minimum) and mixed tertiary butylphenols (40 weight percent maximum)
- (xiv) 2,4-ditertiary-butylphenol (containing mono tritertiary butylphenol)
- (xv) Butylated ethyl phenols (55 weight percent minimum) and butylated methyl and dimethyl phenols (45 weight percent maximum)

(2) **METAL DEACTIVATORS.** The gasoline shall contain not less than one pound nor more than three pounds of an approved metal deactivator (active ingredient) per 1,000 barrels of gasoline. Any one of the following metal deactivators may be added separately or in combination with an approved oxidation inhibitor:

- (i) N,N' disalicylidene -1,2-ethanediamine
- (ii) N,N' disalicylidene -1,2-propanediamine
- (iii) N,N' disalicylidene -1,2-cyclohexanediamine
- (iv) Disalicylidene-N-methyl-dipropylene-triamine

(3) **CORROSION INHIBITOR.** An approved corrosion inhibitor may be added. Any corrosion inhibitor used shall be a product that is qualified under MIL-I-25017. The quantity added shall not exceed the maximum approved in the qualified products list (QPL-25017).

(e) **WATER TOLERANCE REQUIREMENT.** The maximum temperature for phase separation as determined by the water tolerance test shall be 10°C.

(DESC 52.246-9FHK)

C16.23 FUEL, NAVAL DISTILLATE (F76) (DESC DEC 2002)

Military Specification MIL-PRF-16884K dated November 14, 2002, applies with the following modifications:

(a) **STABILIZER ADDITIVE.** Line injection of stabilizer additive is permitted under the following conditions:

- (1) A laboratory hand blend containing the additive F76 must be tested to verify compliance with all specification requirements.
- (2) The additive must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the F76. The Contractor shall maintain records evidencing the homogenous blending of the line injected additive. Such methods may include meter or tank gauge readings taken at intervals to provide confidence in the injection process.

(b) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements.

In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the address shown below:

C16.23 FUEL, NAVAL DISTILLATE (F76) (DESC DEC 2002)(CONT'D)

NAVY SEA SYSTEMS COMMAND
SEA 05M3
1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD, DC 20376
UNITED STATES

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR 4.4.5
22229 ELMER ROAD, UNIT 4, BLDG 2360
PATUXENT RIVER, MD 20670-1534

(c) **RED DYE. (Does not apply to Atlantic/Europe/Mediterranean or Western Pacific Overseas Bulk purchase programs unless offering refinery is located in the United States or one of its possessions.)** Red dye required in off-highway diesel fuel in accordance with 40 CFR Part 80 as modified by the Environmental Protection Agency's interim final rule published in the Federal Register dated July 14, 1994, shall not be added to F76 supplied. The finished product shall show no visual evidence of red dye. This product is for military, off-highway use only and must be segregated at all times from any diesel fuel used on-highway.

(DESC 52.246-9FBE)

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002)

Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(a) **REFINERIES IN ALASKA.** For fuels refined in Alaska and delivered to Alaska locations, the total acid number specification limit is relaxed to 0.020 mg KOH/g maximum.

(b) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-DTL-83133E, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.

(1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.

(2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the percentage of the blend that has been hydrogen treated shall be reported.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19, dated March 15, 2001.

(4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.

(5) Static Dissipator Additive (SDA) is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150 to 450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonlynaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.

(6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separator (MSEP) can be performed without SDA present.)

(ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(iii) When FSII is line injected, additive concentration (refer to MIL-DTL-83133E specification for test methods permitted) must be verified based on a representative shipment sample(s).

(c) TESTING.**(1) PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**

(i) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(ii) **FT TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.

(2) WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.

(i) Refer to MIL-DTL-83133E.

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC NOV 2002)(CONT'D)

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII, CI, and/or SDA after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI, and AO (AO only if required). The FSII shall be included in this handblend at a concentration of 0.10 to 0.15 volume percent and the amount of the CI included shall be within the concentration ranged specified in QPL 25017. The MSEP result of this hand blend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standardized Report Form (see Attachment OSP3) as item 750X. This result shall be recorded with an asterisk next to it and a footnote below stating "MSEP result is a report only requirement." Original result of _____ on product containing the following additives applies:

(3) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-98, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-83133E, an additional JFTOT shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit).

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(4) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test (ASTM D 381-01) may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius.

(5) **TOTAL WATER CONTENT.** The total water content of each shipment of JP8 shall be determined in accordance with ASTM D 6304, Procedure A or Procedure C on a sample taken at the custody transfer point that is representative of the entire delivery. The only exception to this sampling location is for deliveries by truck or railcar, in which case the test shall be performed on a representative sample taken from the sales tank. **No maximum limit applies to test results obtained for this fuel property.** This data is required for information purposes only.

(6) **WORKMANSHIP.** The workmanship criteria in MIL-DTL-83133E, paragraph 3.4, is revised to read, "At the custody transfer point, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter in accordance with ASTM D 4176, Procedure 2, with a result of Rating 1, maximum. If the sample fails ASTM D 4176 only because it contains visible sediment or particulate matter, but meets the particulate matter requirements of 1.0 mg/L maximum as stated in MIL-DTL-83133E, Table I, the workmanship criteria is met. However, in case of dispute as determined by sample results taken at the custody transfer point, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more than 1.0 mg/L of particulate matter as required in MIL-DTL-83133E, Table I. The sample in dispute shall be taken into an area where the sample is permitted to slowly equilibrate to 21 degrees Celsius (70 degrees Fahrenheit).

(d) **REPORTS.**

(1) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause (52.246-9FG1) for additional reporting requirements.

(2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. When completing the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275 degrees Celsius shall be reported using series "A" for item numbers 601, 602, and 603. A separate report form is not required for the 275 degrees Celsius test result.

(3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel.

(4) The total water content of each batch of fuel supplied to the Government shall be reported in mg/kg as Item 781B on the Standard Report Format. In cases where a custody transfer point sample is used to determine the total water content, test reports for each batch tank used in the shipment will record the total water content from the custody transfer point sample analysis. **The total water content of JP8 is to be reported, NOT LIMITED.**

(DESC 52.246-9FNW)

SECTION E

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)**(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. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(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, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), 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, is required at the custody transfer point. 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

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)(CONT'D)

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 NONAVIATION 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. When required by the contract, 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.

(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 preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, 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. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 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 and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. 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). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

(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.). The corrective action procedures shall include notification of the QR.

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

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)(CONT'D)

(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. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that 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 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)(CONT'D)

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)
2. Shipping Line (All Modes): Dedicated Line Common Line	Prior to Loading/Shipping	Line	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, paragraph E1.a.(iii)	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: C - When loading lubes and FSII

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. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)(CONT'D)

TABLE II

SAMPLE RETENTION

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

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)(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. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

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 <i>or</i> API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparometer			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	

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

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)(CONT'D)

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

LAST PRODUCT CARRIED (2)	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 KSN, KS1	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, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	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

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating 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.

(DESC 52.246-9F75)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)(CONT'D)

(1) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E14.02 INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. Acceptance occurs when the authorized Government Representative signs the Material Inspection and Receiving Report (DD Form 250 series). The office responsible for inspection, on behalf of the Government, shall be as follows:

SOURCE OF PRODUCT

ITEM(S)

AND/OR SHIPPING POINT

INSPECTOR(S)

TO BE DETERMINED BY DESC PRIOR TO CONTRACT AWARD

(DESC 52.246-9FH5)

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

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

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

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)(CONT'D)

Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

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

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

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

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

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

E22

LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)(CONT'D)**(c) INSPECTION OFFICES AND CODES.**

110. DESC Americas -- East
Federal Building, Room 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 718-3883
FAX: (713) 718-3891
111. DESC Homestead
360 Coral Sea Blvd.
Homestead AFB, FL 33039-1299
Phone: (305) 258-7454/55/56
FAX: (305) 258-7761
120. DESC Americas -- West
3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 900-6960
FAX: (310) 900-6973
200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³
300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710
310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710
320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)(CONT'D)

330. DESC Korea
 Building T-383 (CP OSCAR)
 APO AP 96218-0171
 [Location: Camp Walker, Taegu, Korea]
 Phone: 82-53-470-5204³
 FAX: 82-53-470-5103³
340. DESC Japan
 Yokota Building 714, Room 211/B-18
 Unit 5266
 APO AP 96328-5266
 [Location: Yokota AB, Japan]
 Phone: 81-311-755-2673³
 FAX: 81-311-755-3598³
350. DESC Singapore
 PSC 470, Box 2700
 FPO AP 96534-2700
 Phone: 65-287-7626³
 FAX: 65-288-6540³
400. DESC Middle East
 ATTN: Quality Manager
 PSC 451, Box DESC-ME
 FPO AP 09834-2800
 [Location: Juffair, Bahrain]
 Phone: 973-724-650³
 FAX: 973-724-670³

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

(DESC 52.246-9F40)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JUL 2002)

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

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

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the 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.**

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JUL 2002)(CONT'D)

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

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

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

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE or INSPECTION AND ACCEPTANCE 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.

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

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate action such as rejecting the supplies or services whenever feasible and documenting the Contractor's performance records. (DESC 52.246-9FQ5)

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

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

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

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

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

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)(CONT'D)

(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 require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

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

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

(DESC 52.246-9FR1)

E40 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) 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.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(DFARS 252.246-7000)

E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (DOMESTIC BULK) (DESC OCT 2001)

(a) The information required in paragraphs (b) through (e) shall be submitted via the Paperless Ordering and Receipt Transaction Screens (PORTS) system. Whenever access to the PORTS system is limited or not available (i.e., during an extended loss of internet connectivity), the Contracting Officer must be notified and reports may be submitted manually until the PORTS system is again available for use.

(b) Laboratory reports shall be in the Standard Report Format given in Attachment OSP3 for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipping tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity nor the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (DOMESTIC BULK) (DESC OCT 2001)(CONT'D)

- (e) One copy of the documents and reports listed in paragraph (b) shall be transmitted by mail, email, or facsimile to the Defense Energy Support Center.
- (1) Reports sent by mail shall be forwarded to--
ATTN DESC-BP (LR) ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222
 - (2) Reports sent by email shall be forwarded to either **C. Long, Courtney.Long@dla.mil** or **Ken Henz, Kenneth.Henz@dla.mil**.
 - (3) The number to use for reports sent by facsimile is **(703) 767-8366**.
- (f) All Contractors shall submit the requested information on the **Signature Sheet for Bulk PORTS** form (Attachment OSP4).

(DESC 52.246-9FG2)

SECTION F

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(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 upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--

(i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;

(ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:

(A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)(CONT'D)

delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(3) 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.

(4) 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.

(5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.

(6) 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.

(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 which 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.

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

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

(DESC 52.247-9FA1)

THIS CLAUSE APPLIES TO ALL PIPELINE AND TANK CAR DELIVERIES

F1.08 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through **March 31, 2005**.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **April 01, 2004**.

F1.08 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)(CONT'D)

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period April 01, 2004 through March 31, 2005 shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 365 days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 8.33% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 8.33 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 8.33 per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 8.33% quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THIS CLAUSE APPLIES TO ALL TRUCK DELIVERIES**F1.08.200 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)**

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through March 31, 2005.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to April 01, 2004.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period April 01, 2004 through March 31, 2005 shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 260 days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 8.33% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 8.33 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 8.33% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 8.33% quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)

(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.

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)(CONT'D)

(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, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving shore tank measurements; or
- (b) Calibrated meters on the receiving tank system.

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

(2) DELIVERIES INTO OR BY PIPELINE.**(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) Calibrated meter; or
- (b) Shipping tank measurements.

(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, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meter (if the facility is so equipped).

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

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time

of tank gaugings.

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

(3) DELIVERIES INTO OR BY RAIL TANK CAR.**(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) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government will have 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 of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.

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

(4) 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--

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)(CONT'D)

- (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.

(A) 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.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (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 delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(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°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) 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).
- (3) 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 (MPMS). Outside the U.S., other technically equivalent national or international standards may be used. 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 MPMS Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

- (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) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in

accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

- (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
- (B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS, 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.

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)(CONT'D)

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer. (DESC 52.211-9F95)

F1.15 DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK)(DESC APR 2001)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through **March 31, 2005**.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **April 01, 2004**.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period **April 01, 2004** through **March 31, 2005** shall not be required to accumulate any such product at any such location and to subsequently make deliveries in excess of **8.33%** in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than **8.33** percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of **8.33%** per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such **8.33%** quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB6)

**F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES) (DESC JUN 1996)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****F14 SHIPMENT AND ROUTING (DESC MAR 2003)**

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

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; provided, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **Tankers and Barges.** Report to the Quality Representative (QR).

(2) **Tank Cars.** Report to the QR and by wire (Government rate collect) to Military Traffic Management Command, Deployment Support Command, ATTN: Rail Fleet Manager Building 664, Sheppard Place, Room 337, Fort Eustis, VA 23604. Any shortage or overage of tank cars shall be similarly reported.

(3) **Pipeline, Transport Trucks, Trucks and Trailers, and Tank Wagons.** Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.

(4) If the supplies are for the Defense Energy Support Center, also report in each case above to the Defense Energy Region having jurisdiction over the territory in which shipment originates.

(c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) Unless otherwise directed by the Defense Energy Region placing orders, the Contractor shall create shipments for supplies using USBank's Powertrack, with software and training to be provided by USBank.

F14 SHIPMENT AND ROUTING (DESC MAR 2003)(CONT'D)

(2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Energy Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.

(3) **Motor Carrier Performance Reporting.** For f.o.b. origin truck deliveries, the Contractor shall maintain a daily written log of motor carrier performance to include: carrier, destination, number of trucks ordered, number of trucks furnished, and deficiencies. On the last business day of each calendar month, the Contractor shall forward a copy of the daily written logs to the DESC Americas office having oversight of the motor carrier contract.

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

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice that shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Energy Regional Office upon receipt.

(2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.

(3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.

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

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

(DESC 52.247-9FH1)

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.

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

(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.

(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:

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

(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. (DESC 52.247-9FB5)

F16.01 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)

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

(a) The term **barge**, as used herein, shall include lake tankers and coastal tankers, e.g., T-1 tankers.

(b) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 15 days, plus the normal barge running time from point of loading to the destination in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(c) Within 3 hours after issuance of Notice of Readiness (NOR) to unload by the Master or Mate of the vessel designated to discharge, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive a barge's NOR to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(d) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time NOR to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

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

(2) Immediately upon the barge's arrival in berth (i.e., all fast), with or without NOR, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (1) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (2) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(f) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless

F16.01 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)(CONT'D)

permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the

Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, NOR to unload will be again required as provided in (c) above.

(g) Hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

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

(DESC 52.247-9FD1)

F17 F.O.B. ORIGIN (JUN 1988)

(a) The term **f.o.b. origin**, as used in this clause, means free of expense to the Government delivered--

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government-designated point located within the same commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the

F17 F.O.B. ORIGIN (JUN 1988)(CONT'D)

Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

(FAR 52.247-29)

F18 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)

On items calling for delivery f.o.b. tanker/ocean-going barge 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. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (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

**F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS
(DESC NOV 1996)(CONT'D)**

Contractor's objections, 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 previous 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.** The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of 36 feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received 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 agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's 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 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon of 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 moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.

(3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source.. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.

(4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo 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 36 hours of basic allowed laytime for loading a full vessel cargo. The 36 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 36 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

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

(i) If after laytime commences, the condition of 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 which occurred after laytime commenced.

(iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

**F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS
(DESC NOV 1996)(CONT'D)**

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

(v) If for any reason the Contractor is delayed in loading the vessel 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.

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

(vii) There will be no increase 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 which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **USS, USNS, OR TIME CHARTERED 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) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;

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

(h) The temperature of any fuel oil loaded shall be at least 10⁰F below the flash point of the oil and in no case higher than 150⁰F if the cargo tanks are uncoated, or 135⁰F if coated; **PROVIDED**, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70⁰F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10⁰F below the flash point of the product.

(DESC 52.247-9FC1)

F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)

(a) All Government-furnished tankers used in the course of this contract will comply with the following:

(1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).

(2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.

(3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.

(4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).

(5) All tankers will be equipped with tank level measuring devices in each cargo tank.

(6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.

(7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.

F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)(CONT'D)

(b) The Contractor may, at its own expense and in a manner so as not to delay a scheduled delivery, inspect tankers for compliance with these requirements. In the event the Contractor believes a tanker does not meet a requirement contained herein, the Contractor shall notify DESC in writing with a copy to the tanker captain of the specific details of the alleged deficiency as soon as possible. The Contracting Officer will make a determination as to compliance with these requirements. This determination will be binding on the parties. (DESC 52.247-9FC5)

F52.11 DEBALLASTING (DESC JAN 1990)

Deballasting facilities and services will be made available upon request to all vessels loading cargo under this contract. Contractors who neither own nor operate deballasting facilities and services will be responsible for arranging for their availability at the loading facility. Deballasting facilities will be provided at no additional charge to the Government. (DESC 52.247-9FB1)

F54 TANKER UNLOADING CONDITIONS (DESC APR 1997)

On items calling for delivery f.o.b. destination by means of tanker--

(a) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of tanker will be furnished the Contractor at least 30 days in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as "the scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(b) The Contractor will notify the receiving activity, or cause it to be notified, of the name, size, and expected hour of arrival of each tanker at least 72 hours before the time of arrival.

(c) Within 6 hours after receipt of notice by the receiving activity from the Captain or Master of a tanker of readiness to unload, the Government will provide, free of cost, a reachable berth at the unloading port for the unloading of the supplies ordered where at least tankers with a maximum draft of 35 feet can be safely afloat at all times; Provided, however, that if the receiving activity does not receive notice of a tanker's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date the Government will be allowed 24 hours after receipt of notice within which to provide a berth.

(d) The Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 3,000 barrels of supplies to be unloaded, plus 3 hours; PROVIDED, however, that if the conditions or facilities of the tanker to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the tanker; PROVIDED, further, that when the tanker is delayed in reaching its berth within 6 hours or 24 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the tanker, such allowed laytime shall be increased by the duration of such delay; and, PROVIDED further, that if regulations of the owner or operator of the tanker or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such laytime. Laytime shall commence either--

(1) At the expiration of the notice period prescribed by paragraph (c) above (the 6 hours' or the 24 hours' notice period, as the case may be), berth or no berth; or

(2) Immediately upon the tanker's arrival in berth (i.e. all fast), with or without notice of readiness, whichever first occurs.

Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until unloading of the tanker is completed and the hoses have been disconnected.

(e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, demurrage will be paid by the Government at the demurrage rate in the charter if a chartered tanker; or, if not a chartered tanker, at the charter rate applicable to tankers of the type unloaded under market conditions prevailing on the date the tanker is unloaded, except (1) that such rates shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault or negligence of the Government such as those specified in paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause; and (2) that, if a chartered tanker, the demurrage payable by the Government shall in no extent exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government where a chartered tanker is utilized, 1/2 of the total laytime allowed for loading and discharging under the charter shall be allocated to the unloading operation except when less than a full cargo is unloaded where such allocation shall be determined on a pro rata basis.

F54 TANKER UNLOADING CONDITIONS (DESC APR 1997)(CONT'D)

- (f) Hoses for unloading a tanker will be furnished, connected, and disconnected by the Government.
- (g) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the tanker's permanent hose connections.
- (h) While unloading, the tanker shall be governed by all applicable regulations in force at unloading port, including those relating to fires on board ships. (DESC 52.247-9FD5)

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999)

- (a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS or the DELIVERY AND ORDERING PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.
- (b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s). (DESC 52.211-9F45)

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 ALL ITEMS.
(FAR 52.211-16)

F105.01 DEADFREIGHT (DESC JUN 1990)

- (a) Any decrease in quantity not permissible under the VARIATION IN QUANTITY clause shall result in deadfreight, chargeable to the Contractor and calculated as follows:

Total days of the cargo
TIMES
Vessel daily cost
DIVIDED BY
Vessel capacity stated in barrels
TIMES
Total barrels scheduled to load MINUS Total barrels loaded
EQUALS
Deadfreight cost

- (b) Explanation of terms used in (a) above follows:
 - (1) "Total days of the cargo," as used in this clause, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.
 - (2) "Vessel daily cost," as used in this clause, shall be determined as follows:
 - (i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.

F105.01 DEADFREIGHT (DESC JUN 1990)(CONT'D)

(ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.

(3) "Total barrels scheduled to load," as used in this clause, is the total quantity (all products) reflected on the latest DD Form 1155.

(4) "Total barrels loaded," as used in this clause, is the total quantity (all products) shown as loaded on the DD Form 250-1. (DESC 52.211-9FH1)

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991)

(a) In response to this solicitation, offerors may offer non-aviation petroleum products that use In-Line Blending (ILB) procedures for delivery into tankers and barges (vessels). Offerors planning to use ILB procedures to blend finished product, as it is being delivered into vessels, must include with the offer a detailed description of the ILB procedures, including quantity determination. Automatic, on-line test procedures must be described in detail, including whether these tests are ASTM (or equivalent) approved. ILB procedures must be acceptable to the Government. The Contractor has the option of meeting the requirements of either (b) or (c) below.

(b) The Contractor is responsible for product quality on board the vessel.

(1) During an ILB operation, changes in the blend ratio may occur during vessel loadings. In order to assure the entire cargo is uniformly blended, sampling and testing on board the vessel are required. Although Section 4 of the Product Specification, Quality Assurance Provisions, defines a Bulk Lot as an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container, sampling and full specification testing of each vessel tank system is acceptable.

(2) The following vessel sampling and testing must be performed by the Contractor and substitutes for the Sampling and Testing requirements contained in the CONTRACTOR INSPECTION RESPONSIBILITIES clause. All tests must be on-specification as evidence that the Contractor has met the contract product quality requirements.

(i) An appearance, gravity, and flash point (if product specification has a flash point requirement) on an all-level sample from each tank used in the loading. A half (0.5) liter sample from each tank will be retained for 45 days.

(ii) A full specification test series on a multiple tank composite sample representing each vessel tank system used in the loading. If more than four systems are used, only four multiple tank composite samples need to be tested. In this case, the Contractor will ensure that multiple tank composite samples are representative of all product loaded, and the Contractor will determine which vessel tanks will be included in each multiple tank composite sample. A 20-liter multiple tank composite sample for each vessel tank system will be retained for 45 days.

(iii) All time and costs associated with sampling and testing the finished product aboard the vessel will be borne by the Contractor.

(iv) If the product does not conform to specification aboard the vessel, the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor, and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.

(c) The Contractor is responsible for product quality at the custody transfer point.

(1) Subdivisions (b)(2)(i) and (ii) above, sampling and testing, must still be performed.

(2) The Contractor must also obtain samples at the custody transfer point that are representative of the product in the various vessel tanks. Samples must be taken in accordance with ASTM D 4177. As a minimum, an 8-liter composite sample, representative of each quarter cargo, will be taken. One 4-liter sample from each of these composites will be retained for a period of 45 days.

(3) If all vessel tests required by subdivisions (b)(2)(i) and (ii) above conform to specification, it will be concluded the Contractor met the contract quality requirements and no additional testing of custody transfer samples will be required.

(4) If any vessel tests in subdivisions (b)(2)(i) and (ii) above are off-specification, the Contractor must perform a full specification test series on the applicable custody transfer composite sample(s) that represents the on board off-specification product. If the custody transfer point sample(s) conforms to specification, it will be concluded the Contractor met the contract quality requirements. If the custody transfer point sample(s) does not conform to specification, it will be concluded the Contractor did not meet the contract quality requirements and the Government has the option to require the Contractor to

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991)(CONT'D)

pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.

(d) The Contractor may inspect tankers and barges for suitability to load the intended cargo. If the Contractor chooses the paragraph (b) option to guarantee product quality on board the vessel and the Contractor and the U.S. Quality Representative (QR) disagree as to the suitability to load Government-furnished vessels, the determination of the Contractor will govern. If the Contractor chooses the paragraph (c) option to guarantee product quality at the custody transfer point and the Contractor and QR disagree as to the suitability to load Government-furnished vessels, the determination of the QR will govern.

(e) The Contractor must state in its offer whether it will meet either the paragraph (b) or (c) requirements.
(DESC 52.247-9F70)

SECTION G

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

G6 INVOICE DISCREPANCIES (BULK) (DESC SEP 2002)

(a) In the event of a discrepancy between the invoiced quantity of fuel and the quantity of fuel received, as shown on the "Original Receiving Report for Payment of Invoice" form, as described in the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS (BULK) clause, the Contractor shall be paid for actual quantities of fuel received, based on the "Original Receiving Report for Payment of Invoice" form, at the applicable price in effect in accordance with the terms of the contract.

(b) In the event of a discrepancy between the unit price on the invoice and the unit price as calculated under the contract, the Contractor shall be paid the applicable price in effect in accordance with the terms of the contract.

(DESC 52.211-9FH3)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)

(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

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

(a) METHOD OF PAYMENT.

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

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

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

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

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

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

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

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

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

(d) SUSPENSION OF PAYMENT.

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

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

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).

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

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

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent contract, and account number at the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.
(FAR 52.232-34)

G9.12 PAYMENT BY THIRD PARTY (MAY 1999)

(a) **GENERAL.** The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Government-wide commercial purchase card to be used are identified elsewhere in this contract.

(b) **CONTRACTOR PAYMENT REQUEST.** In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payments to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) **PAYMENT.** The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) **DOCUMENTATION.** Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) **ASSIGNMENT OF CLAIMS.** Notwithstanding any other provisions of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) **OTHER PAYMENT TERMS.** The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(FAR 52.232-36)

G12 SUPPLEMENTAL INVOICING INFORMATION (BULK) (DESC SEP 2002)

Supplemental information required by the contract as authorized by 5 CFR part 1315.

(a) Description of the item shall include the Government product code, such as JP8, JP5, F76, etc.

(b) Pipeline shipments shall include the Commercial Batch Number for each pipeline shipment, if available.

(For f.o.b. origin pipeline shipments, the Contractor will include the Commercial Batch Number as provided by the ordering office.)

(DESC 52.211-9FH7)

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

(a) **CERTIFICATION OF RECEIPT.**

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

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information

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

stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

- (ii) The receipt for f.o.b. destination fuel may be one of the following documents:
 - (A) The DD Form 250, Material Inspection and Receiving Report;
 - (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
 - (C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for

Commercial Items.

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

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

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

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

- (iv) The receipt for f.o.b. origin fuel may be one of the following documents:
 - (A) The DD Form 250, Material Inspection and Receiving Report;
 - (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

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

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

(c) SUBMISSION OF INVOICES BY FACSIMILE.

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor’s right to submit invoices by the fax method.

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

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

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

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

G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003)(CONT'D)**(d) SUBMISSION OF INVOICES ELECTRONICALLY.**

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

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

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

(e) SUBMISSION OF INVOICES BY COURIER.

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

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

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

(f) NOTES.

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

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

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

(DESC 52.232-9F70)

SECTION H

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2002)

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)

DESC ADDRESS AND TELEPHONE NUMBER

Alabama, Arizona, Arkansas, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

Defense Energy Support Center - Houston
2320 La Branch Street, Suite 1005
Houston, TX 77004-1091
TELEPHONE: 713-718-3883
DSN: 940-1373
FAX: 713-718-3891/3899

California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming

Defense Energy Support Center - Los Angeles
3171 N. Gaffey Street
San Pedro, CA 90731-1099
TELEPHONE: 310-900-6960
FAX: 310-900-6976

Alaska and Aleutians

Defense Energy Support Center - Alaska
Elmendorf AFB, AK 99506-5000
TELEPHONE: 907-552-3760/2857/4650
TWX: 907-753-0517

(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	<u>FOOTNOTE</u>
Afghanistan	2	Marianas	3
Africa (except countries assigned to DFR Middle East)	1	Mediterranean Sea countries	1
Alaska	3	New Zealand	3
Australia	3	Oman	2
Bahrain	2	Pakistan	2
Burma	3	Philippines	3
Djibouti	2	Qatar	2
East Indies	3	Ryukyu Islands	3
Egypt	2	Saudi Arabia	2
		Somalia	2

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2002)(CONT'D)

Ethiopia	2	South Pacific Islands	3
Europe (continental)	1	Sri Lanka	3
Hawaii	3	Sudan	2
Indian Ocean countries	3	Taiwan	2
Japan	3	Thailand	3
Jordan	2	Turkey	1
Kenya	2	United Arab Emirates	2
Korea	3	United Kingdom	1
Kuwait	2	Yemen	2
Malaya	3		

FOOTNOTES:

- | | |
|--|--|
| <p>1. DESC Europe
 American Arms Hotel
 August STR 6 Box 224
 65189 Wiesbaden, Germany</p> <p>Phone:
 COM 49-611-380-7666
 FAX 011 49-611-380-7412</p> | <p>2. DESC Middle East
 PSC 451, Box DESC-ME
 FPO AE 09834-2800</p> <p>Phone: Awali, Bahrain
 DSN (318) 439-4650
 COM 011-973-724650
 FAX 011-973-724670</p> |
| <p>3. DESC Pacific
 Box 64110
 Camp H M Smith HI 96861-4110</p> <p>Phone: COM (808) 477-6692
 FAX (808) 477-5710</p> | |

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

DATA	DD FORM 250 BLOCK NO./DATA
A. National stock number	16 Enter as cited
B. Quantity	17 Enter as cited
C. Contract number	1 Enter as cited
D. Contract line item number	15 Enter as cited

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2002)(CONT'D)

E. Shipment number/SUPAAC	2 Enter as cited
F. Day commenced loading/pumping	16 Enter for pipeline, if cited
G. Bill of lading (B/L) number	4 Enter as cited, for f.o.b. origin shipments only
H. Delivery order number	1 Enter as cited
I. Final shipment indicator	2 Enter, if cited, after "Shipment No."
J. Product Shipment Day	3 Enter as cited, for f.o.b. origin shipments only
K. Product receipt day	22 Enter as cited, for other than f.o.b. origin shipments
L. Mode of shipment	4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.
(DESC 52.242-9FQ1)

H23 BULK LIQUID FACILITIES REPORT (DESC APR 1984)

The offeror shall complete a DESC Form 1890, Contractor Bulk Liquid Facilities Report, for each refinery or terminal where products would be supplied under any Defense Energy Support Center bulk petroleum contract awarded under this solicitation. The DESC Form 1890 shall be submitted with the offer at the date and time specified for receipt of offers. In the event the offeror receives an award, the Contractor shall also submit a completed DESC Form 1890 to the DESC Regional Officer servicing the Contractor's facility, during the first month of the contract award. The DESC Form 1890 shall be updated by the Contractor as changes occur in shipment capabilities throughout the remainder of the contract period. (Blank forms are available at the DESC Regional Office servicing the Contractor's facility.) (OMB No. 0704-0129 applies.)

(DESC 52.242-9FP1)

SECTION I

II.01 DEFINITIONS (BULK) (DESC JUL 1996)

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.

(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.

(d) **Supplies** means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(e) The term **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.

(f) **Acceptance** means the act of an authorized Representative of the Government by which the Government, for itself, or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered, as partial or complete performance of the contract. For f.o.b. origin delivery, acceptance occurs when the Government QR signs the Material Inspection and Receiving Report (DD Form 250 series document). For f.o.b. destination delivery, acceptance occurs when the authorized Government Representative signs the DD Form 250 series document.

(g) **Calibration** means the comparison of a measurement system or device of unverified accuracy to a measurement system or device of known or greater accuracy to detect and correct any deviation from required performance specifications of the unverified measurement system or device.

(h) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed type valves, etc.

(i) **Dedicated system** means a system that is self contained and for the exclusive use of a particular product.

(j) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

(DESC 52.202-9F05)

11.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC SEP 2002)

(a) **INSPECTION/ACCEPTANCE.** See Addendum.

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

(c) **CHANGES.** See Addendum.

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

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

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

(g) **INVOICE.**

(1) 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 –

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract Number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) **Electronic funds transfer (EFT) banking information.**

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION, or PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. **Note:** Contractors are also required to provide additional information in their invoices as specified in the Addendum, as discussed in the SUPPLEMENTAL INVOICING INFORMATION (BULK) clause.

(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.

11.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC SEP 2002)(CONT'D)

(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 OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made. **Also see Addendum.**

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

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

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

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

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

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

11.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC SEP 2002)(CONT'D)

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) Standard Form 1449.
- (8) Other documents, exhibits, and attachments; and.
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F40)**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)**

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Reporting
(Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (11) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (12) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- [X] (14) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- [X] (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- [X] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [X] (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [] (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [] (21) 52.225-1, Buy American Act -- Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [] (22) (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- [] (ii) Alternate I (May 2002) of 52.225-3.
- [] (iii) Alternate II (May 2002) of 52.225-3.
- [X] (23) 52.225-5, Trade Agreements (Jun 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X](24) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- [] (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- [] (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- [] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)(CONT'D)

(29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

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

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

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

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

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)(CONT'D)

- [] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003); ([] Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- [] 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [] 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (APR 2003); ([] Alternate (APR 2003)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- [] 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [] 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- [] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([] Alternate I (MAR 2000)); ([] Alternate II (MAR 2000)); ([] Alternate III (MAY 2002)) (10 U.S.C. 2631).
- [X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- [] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (DFARS 252.212-7001)

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(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://www.ccr.gov>**.

(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)

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)**(a) DEFINITIONS.**

Agency, as used in this clause, means executive agency as defined in 2.101.

Covered Federal action, as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and **tribal organization**, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Reasonable compensation, as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) PROHIBITIONS.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)(CONT'D)

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) AGENCY AND LEGISLATIVE LIAISON BY OWN EMPLOYEES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) PROFESSIONAL AND TECHNICAL SERVICES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)(CONT'D)

on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(a) and (b) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) **DISCLOSURE.**

(A) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payments using nonappropriated funds (to INCLUDE profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subdivision (A) of this clause. An event that materially affects the accuracy of the information reported includes--

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(c) A change in the officer(s), employee(s), or Members(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) **AGREEMENT.** The Contractor agrees not to make any payment prohibited by this clause.

(v) **PENALTIES.**

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) **COST ALLOWABILITY.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(FAR 52.203-12)

12.05 CHANGES - FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

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

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

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

(DESC 52.249-9F20)

111.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

114.04 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) **DEFINITION. Qualifying country**, as used in this clause, means any country set for in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(DFARS 252.225-7002)

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 JUN 2002) (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 either the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES clause.)

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

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

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

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

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

(DESC 52.229-9F15)

I28.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC FEB 2003)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

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

128.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE (DESC FEB 2003)(CONT'D)

<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	Gasoline	
\$0.15436	5.7% Gasohol	At least 5.59%, but less than 7.55%
\$0.14936	7.7% Gasohol	At least 7.55%, but less than 9.8%
\$0.132	10% Gasohol	At least 9.8%, but less than 10%

(2) **AVIATION GASOLINE.** Do not include the FET of \$0.194 per gallon on the Contractor's invoice since all fuel is intended for exempt uses.

(3) **RESIDUAL FUEL OIL (NUMBERS 5 AND 6).** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

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

(ii) **DYED DIESEL FUEL.** There is no FET on dyed diesel fuel.

(iii) **F76.** There is no FET on F76. F76 is excluded from the definition of diesel fuel under Internal Revenue Service (IRS) Regulation 26 CFR Section 48.4081-1.

(5) **JET FUEL.** Do not include the FET of \$0.219 per gallon on the Contractor's invoice since all fuel is intended for exempt uses. **A Contractor not permitted by IRS regulations to sell fuel tax free should state that in its offer.**

(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). Contractors should include any applicable taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

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

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

(DESC 52.229-9F20)

128.03-1 TAX EXEMPTION CERTIFICATES (DESC MAR 2002)

(a) **FEDERAL EXCISE TAXES.** Contractors shall forward requests for tax exemption certificates covering any Federal Excise Tax (FET) excluded from the contract price pursuant to the terms of this contract with Contractor's invoices or as otherwise indicated by the Contracting Officer or Ordering Officer.

(b) **STATE AND LOCAL TAXES.** Contractors shall forward requests for tax exemption certificates covering any State or local tax excluded from the contract price pursuant to the terms of this contract with Contractor's invoices or as otherwise indicated by the Contracting Officer or Ordering Officer.

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor should invoice for FET, the supplies to be furnished at the time of contract execution are generally intended for a taxable purpose. However, where the invoice for any item includes FET and tax exemption can be claimed, the applicable tax may be deducted by the Government from the order or the invoice and a tax exemption certificate furnished in lieu of paying the tax. The Contracting Officer or Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F40)

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

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

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

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

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

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

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

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

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

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

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

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

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

128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)(CONT'D)

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

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

128.24 U.S. IMPORT TAX ON PETROLEUM (BULK) (DESC DEC 1980)

This clause is applicable to overseas f.o.b. origin contracts and to domestic f.o.b. origin contracts where product may be imported into the U.S.

The contract prices for any foreign refined product to be furnished hereunder do not include any U.S. Import Tax or Duty on petroleum. In the event that such a tax or duty may be imposed on product furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

(DESC 52.229-9F35)

133 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)

181 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

181 INDEFINITE QUANTITY (OCT 1995)(CONT'D)

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 the expiration of the ordering period.

(FAR 52.216-22)

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

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

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

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

(d) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation,

186.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)(CONT'D) namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

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

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

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

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

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

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

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

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

(DESC 52.216-9FH5)

I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this clause, 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 BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial 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 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.

(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 and to discuss the matter. 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 plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial 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 the Government may have.

(FAR 52.219-16)

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 52.223-9F10)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (BULK) (DESC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), 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 MSDS prior to award may result in the apparently successful offeror being considered non-responsible 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, that renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable Commercial and Government Entity (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.

(DESC 52.223-9F05)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF AWARD** through **MARCH 31, 2005**.

(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)

I211.02 ORDERING (CONT'D) (DESC JAN 1991)

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)

(a) **DEFINITION. Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) GENERAL.

(1) A portion of certain items of this procurement, as listed in the Schedule, has been set aside for award to eligible small businesses. The quantities indicated for such items in the Schedule include the set-aside portion. All offerors are urged to offer the maximum quantities they desire and are capable of delivering. Small business concerns interested in receiving a set-aside contract should submit an offer in the same manner as though there were no set-aside. Volumes offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.

(2) The partial small business set-aside of the procurement is based on a determination by the Contracting Officer that it is in the interest of maintaining or mobilizing the nation's full production capacity or in the interest of national

I237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)(CONT'D)
 defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.

(3) All of the offers received under this solicitation will first be negotiated as to price and an evaluation will be made as though there were no set-aside.

(4) For the purposes of set-aside evaluation, when an offer contains increments at different prices, each increment will be considered a separate offer. Except as provided in (d) below, negotiations will be limited to the offered quantities not awarded under the provision of (c)(2) below.

(c) SET-ASIDE AWARD PROCEDURE.

(1) The price for the small business set-aside portion will be negotiated by the Contracting Officer based upon prices the Government would otherwise pay under this solicitation had there been no set-aside for supply of the location at which the set-aside is placed, adjusted for transportation charges and other factors. Awards will be made to the small business concern whose offer is determined by this evaluation to be low without further negotiation. Contracts for the remaining set-aside portions will be negotiated with those eligible small business concerns that have submitted a responsive offer on the various items for which a set-aside has been established.

(2) Negotiations for small business set-aside awards will begin with the small business concern with the lowest evaluated price and a quantity of offered product remaining. If the low small business concern on the item does not offer to supply product at the set-aside price, the next low small business concern on the item will be given the same opportunity, and continuing with the next low small business concern until all small business concerns have been contacted.

(3) After set-aside negotiations have been concluded, a final evaluation will be accomplished. All eligible offerors, without regard to the size of the company, will be afforded an opportunity to compete for non-set-aside quantities. The Government reserves the right to make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the company, if eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices. The total quantity that will be awarded a small business offeror on both the unreserved and reserved portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.

(4) Where the Trade Agreements Act applies to the non-set-aside portion, offers of eligible products will be treated as if they were qualifying country end products.

(d) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term **United States** includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(DESC 52.219-9F30)

SECTION J

OFFER SUBMISSION PACKAGE

ATTACHMENT 1

DESC FORM 1890 – CONTRACTOR BULK LIQUID FACILITIES REPORT

ATTACHMENT OSP1

DESC FORM 19.3 – SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT OSP2

STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS

ATTACHMENT OSP3

SIGNATURE SHEET FOR BULK PORTS

ATTACHMENT OSP4

SECTION K

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)
(DESC FEB 1999)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(JUN 2003/APR 2002/OCT 2000)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)
NOTICE.

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

K15.01 RELEASE OF UNIT PRICES (BULK) (DESC NOV 2002)

(a) The Defense Energy Support Center (DESC) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. This information has been released in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offers, and other summary formats. Updated contract prices are also publicly posted on the DESC website throughout the delivery period of some contracts. Offerors have not objected to DESC's routine release or disclosure of these unit prices.

(b) DESC will continue to release unit prices of successful offers after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3.

(c) DESC will continue to release unit prices of unsuccessful offers after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation document, in accordance with DoD 5400.7-R (C5.2.8.2.).

(DESC 52.224-9F26)

K28 REFINERY INFORMATION (BULK) (DESC JUN 1986)
*(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)***K28.01 NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) (DESC MAR 1992) (REV)**
*(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)***K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**
*(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)***K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**
*(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)***K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**
*(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)***K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**
*(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)***K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

**K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (APR 1991)(CONT'D)**

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (FAR 52.203-11)

SECTION L

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code for this acquisition is 324110. The small business size standard is 1,500 employees: 125,000 BPCD throughput and 90% refined by small business. However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

(b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the certification package;
- (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;

(11) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

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

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

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)(CONT'D)

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is **"late"** and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) CONTRACT AWARD (not applicable to Invitations for Bids).

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)(CONT'D)

(6) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(i) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 EAST L'ENFANT PLAZA SW, SUITE 8100
WASHINGTON DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094
TELEPHONE: (215) 697-2667/2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)**

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, **tailored**/DESC 52.212-9F05)

L2.07 EVIDENCE OF RESPONSIBILITY (DESC JAN 1998)

(a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be non-responsible.

(b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.

(c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify--

- (1) The volumes to be supplied;
- (2) The specification(s) of product(s) to be supplied;
- (3) The points of delivery and period of contract performance;
- (4) The escalation provision(s) applicable to products to be supplied; and
- (5) The supplier's delivery and inspection terms and conditions.

(d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.

(e) Failure to comply with the above provisions may result in a determination of non-responsibility by the Contracting Officer.

(DESC 52.209-9F15)

L2.09 EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DESC MAR 2000)

(a) To be determined responsible, an offeror must designate, as a source of supply for performance under any resulting contract, a refinery that is operating at the time the offeror submits its Final Proposal Revision. An operating refinery is a refinery that is producing petroleum products. For purposes of this clause, a petroleum product is a fuel used to operate motor vehicles, ships or aircraft.

(b) The evidence of responsibility required by this provision is in addition to the responsibility criteria set forth in FAR 9.104.

(DESC 52.209-9F20)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is **703-767-8506 (Bid Custodian)**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L43 REDUCTION IN PRICE (DESC MAR 1996)

If this solicitation is for jet fuel, Grade JP4, JP5, or JP8, offerors are requested to indicate the amount of reduction in price per gallon for products ordered for delivery without fuel system icing inhibitor on all origin tanker, barge, and/or pipeline offers. The Government may desire this product, if ordered on an origin basis, on any tanker, barge, and/or common carrier pipeline used for delivery of product to military installations. (OFFERORS WILL SPECIFY THE PIPELINE(S) TO WHICH THEY ARE CONNECTED ON ALL ORIGIN PIPELINE OFFERS.) However, destination offerors will be required to furnish product containing the fuel system icing inhibitor. The reduction will be shown in the space provided on the offer or on the origin bid card, if origin bid cards are included in the offer.

(DESC 52.216-9F15)

**L65.10 REQUIREMENTS FOR COST OR PRICING DATA AND CLAIM FOR EXEMPTION (DESC MAR 1997)
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contract resulting from this solicitation.

(FAR 52.216-1)

L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any hand-carried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "hand-carried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "hand-carries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

SECTION M

M2.11 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The Government will award a contract or a group of contracts which will result in the lowest overall cost to the Government for the procurement as a whole, in accordance with the other evaluation clauses contained in this solicitation.

(b) **OPTIONS.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(FAR 52.212-2)

M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

(DESC 52.247-9F55)

M10 EVALUATION - ALL OR NONE (DESC MAR 2000)

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

M19.05 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DESC JAN 1998)

(a) Offer prices received by DESC effective at the date and time set for Final Revised Proposals will be used for evaluation of offers. FOR EVALUATION PURPOSES ONLY, these offered prices will not be adjusted to reflect any increase or decrease that may occur under the provisions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause(s).

(b) Offered prices will be subject to all terms and conditions of the EPA clause(s).

(c) (1) For all products, the award document will contain one price for each item. This price will be identified as the **base unit price**. The **base unit price** is the Final Revised price which is subject to adjustment when the ADJUSTING MARKET PRICE becomes available.

(2) For ALL PRODUCTS, awards will be made at the Final Price Revision, which is subject to adjustment at the start of the delivery period.

(DESC 52.216-9F30)

**M24.01.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING
(JP4/JP5/JP8/F76/DFa/FS2/MOGAS)(DESC SEP 2003)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size U.S. flag tanker of approximately 30,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire. The transportation rate will be an estimated market rate based on market information, published prices, actual rates paid by the Government, or any combination thereof. This evaluation rate will be established based on the information available to DESC at the time established for receipt of initial offers. This evaluation rate will be expressed as a daily rate for U.S. flag time charter costs. DESC will use the evaluation rate along with round trip mileage over the tank routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the offered price per gallon to determine the evaluated price.

(b) In the event an offeror limits his offer to individual tanker loadings of less than 235,000 barrels of product for one or more combinations of product, the offer will be evaluated on the basis of total vessel cost prorated over maximum quantity of product offered.

(c) Notwithstanding the provisions of paragraph (c) of the TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS clause, offers containing provisions for tankers with a loaded draft of less than 36 feet will be considered for award. Offers containing such limitations will be considered, for evaluation purposes, under the procedures set forth in paragraph (b) above.

(d) The following destinations will be evaluated on fully loaded vessels over 30,000 DWT:

<u>FOR JP8</u> DFSP CHARLESTON, SC DFSP YORKTOWN, VA	<u>FOR JP5</u> DFSP JACKSONVILLE, FL DFSP CRANEY ISLAND, VA	<u>FOR F76</u> DFSP JACKSONVILLE, FL DFSP CRANEY ISLAND, VA
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The following destination due to draft limitations or delivery restrictions cannot receive fully loaded vessels over 30,000 DWT and will be evaluated on a two-port discharge assuming that the listed destinations are the furthest ports:

<u>FOR JP8</u> DFSP PT TAMPA, FL DFSP PORTLAND, ME	<u>FOR JP5</u> KEYWEST PL CO, FL DFSP GUANTANAMO, CUBA DFSP ROOSEVELT ROADS, PR	<u>FOR F76</u> DFSP GUANTANAMO, CUBA DFSP ROOSEVELT ROADS, PR
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FOR MUM

DFSP GUANTANAMO, CUBA

(DESC 52.247-9F10)

M27 EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)

(a) Offerors are requested to offer on all or any part of the products listed herein, and on the methods of delivery that the offeror's facilities will permit. The Armed Services prefer to use Government-owned railroad tank cars and/or to arrange for transport trucks for delivery to using activities (destinations) from origin, whether it be refinery, terminal, or bulk plant, unless the destination price offer is lower than the origin price plus commercial or negotiated Government rates. Even though offers are made on a destination basis, offers covering delivery on an origin basis at Contractor's refinery, terminal, and/or bulk plant are requested and should be included in the spaces provided. The Government reserves the right to award, as the interest of the Government may require, on the basis of origin delivery at refinery, terminal, and/or bulk plant or on the basis of destination delivery.

(b) When requirements are indicated as Alternate Delivery in the Schedule, evaluation will be made on the cost of delivery direct from offeror's refinery, terminal, or bulk plant and alternately on the cost of bulk water or pipeline liftings for refineries, transportation to the Government controlled terminals indicated, and transportation from the terminal to using activity. Awards will be made in whole or part on either basis, but not on both.

M27 EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)(CONT'D)

(c) The DELIVERY AND CONTRACT PERIODS clause contains provisions applicable to offers for deliveries over the full contract period. Notwithstanding said provisions, offers that restrict delivery of supplies hereunder to any particular time or times during said period will be considered for award if advantageous to the Government.

(d) Discounts for prompt payments will not be considered in the evaluation of offers.

(DESC 52.207-9FC5)

M33.100 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC SEP 2003)

(a) DESC will add five days to offered tanker lift intervals and three days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. If the application of this provision results in the evaluation of less than the maximum total quantity offered for that item, then the Government will not award more than the evaluated quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of maximum total offered quantity for all items by all modes of delivery.

(b) Unless defined otherwise by the offeror, lift interval is the time between the completion of loading (release of vessel by the Government inspector) until the scheduled delivery date of the next lifting for a specific product.

(c) For companies offering f.o.b. destination by barge, the additional three days that are added to the lift interval for evaluation purposes do not apply. In addition, f.o.b. destination barge offers are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(DESC 52.247-9F15)

M41.04.100 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (BULK) (DESC SEP 2003)

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals for all methods of delivery other than ocean-going tanker. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment, and on file or published at the date of the bid opening or initial proposal due date, shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation.

(b) In addition to the requirements of paragraph (a), truck rates will be selected for evaluation purposes according to the following hierarchy:

- (1) In accordance with existing Government transportation contracts;
- (2) The lowest published point-to-point, zone-to-zone, or state-to-state tender;
- (3) Published state-to-region or region-to-state rates;
- (4) Published region-to-region rates;
- (5) Published region-to-9C or 9C-to-region rates;
- (6) Quotation rates (rates from carriers participating in Powertrack will take precedence over those of non-Powertrack carriers);

(7) Published CONUS-wide rates, also known as 9C-to-9C rates or mileage rates.

(c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(DESC 52.247-9F76)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M74 USE OF DFSP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATIONS (DESC AUG 1983)

DESC reserves the right to accept or reject offers that require movement of product through a Defense Energy Support Point to effect tanker loading. Rejection may be based on economics, detrimental logistical impact on the Government, or other good cause.

(DESC 52.211-9F35)