Date: **October 12, 2004**

From: **Debra Simpson-Mayeux**
Defense Energy Support Center/DESC-BZD
8725 John J. Kingman Rd., Suite 4950
Ft. Belvoir, VA 22060-6222
FAX: (703) 767-0488 (New number for receipt of offers)

SUBJECT: Afghanistan/Pakistan JP8 and MG6 Supplemental Solicitation SP0600-03-R-0116-0010

1. This is supplemental solicitation SP0600-03-R-0116-0010 for the purchase of JP8 and MG6 for the Afghanistan/ Pakistan region. This supplemental solicitation incorporates the terms and conditions of Solicitation SP0600-03-R-0116 (Afghanistan/Pakistan Basic) issued June 20, 2003 and Amendments **0001-0006**, with the exception of clause deletions, modifications and additions reflected herein. (If you need a copy of SP0600-03-R-0116, plus amendments, please visit our web site at http://www.desc.dla.mil).

2. **B1.100 SUPPLIES TO BE FURNISHED (BULK) (DESC DEC 2003)**
   (a) This is an indefinite quantity type contract in accordance with Clause I81 **INDEFINITE QUANTITY**.
   (b) The supplies to be furnished during the contract period and all associated data are as follows:

Item/Product/Specification	Estimated Quantity (USG)
Turbine Fuel, Aviation (JP8) **Purchase Program No: 1.1L** NSN: 9130-01-031-5816 Purchase Request : SC0600-03-0023, Amd. 007&008 Specification: U.K. Defence Standard 91-91 Issue 4 dated 14 June 2002 (See Clause C16.08-9)	**38,915,000**

Item	Location/Activity	Method Of Delivery	Estimated Quantity (USG)	Offer Unit Price To Exclude Transportation Cost (USD/USG) Effective July 1, 2004	Unit Cost of Transportation (USD/USG)
0001	**Bagram Air Base, Afghanistan**	TT	27,150,000		
0002	**Kandahar International Airport, Afghanistan**	TT	8,145,000		
0003	Shabaz Air Base, Jacobabad, Pakistan	TT	3,620,000		

a. Additives: FSII, SDA and CI are required and must be included in the unit price.

b. In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

Bagram:

The minimum quantity required is 5,430,000 USG.
The maximum quantity required is 27,150,000 USG.

Kandahar:

The minimum quantity required is 1,629,000 USG.
The maximum quantity required is 8,145,000 USG.

Shabaz:

The minimum quantity required is 724,000 USG.
The maximum quantity required is 3,620,000 USG.

c. The maximum daily quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The daily requirement is estimated as follows:

Bagram: The maximum daily quantity required is **150,000 USG per day**.

Kandahar: The maximum daily quantity required is **45,000 USG per day.**

Shabaz: The maximum daily quantity required is **20,000 USG per day.**

Item/Product/Specification	Estimated Quantity (USG)
Low Lead Motor Gasoline (MG6) **Purchase Program No: 1.1L** NSN: 9130-01-147-1346 Purchase Request : SC0600-03-0023, Amd. 006 Specification: Pakistan Standards Institute Specification for Petrol	**253,400**

Item	Location/Activity	Method Of Delivery	Estimated Quantity (USG)	Offer Unit Price To Exclude Transportation Cost (USD/USG) Effective July 1, 2004	Unit Cost of Transportation (USD/USG)
0101	Bagram Air Base, Afghanistan	TT	217,200		
0102	Kandahar International Airport, Afghanistan	TT	36,200		

a. In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

Bagram:

The minimum quantity required is 43,440 USG.
The maximum quantity required is 217,200 USG.

Kandahar:

The minimum quantity required is 7,240 USG.
The maximum quantity required is 36,200 USG

b The maximum daily quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The daily requirement is estimated as follows:

Bagram: The maximum daily quantity required is **1,200 USG per day**

Kandahar: The maximum daily quantity required is **200 USG per day**

GENERAL NOTES:

(1) Method of Delivery: Tank Truck (TT).

(2) TT offers must be on a FOB destination basis.

(3) Delivery is required into bladders at the requiring location.

(4) Evaluation of TT mode offers will be in accordance with Clause M25.05.100, EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK) (AFGHANISTAN/ PAKISTAN) (DESC DEC 2003).

(5) Tank trucks used for this solicitation must meet the following requirements:

(a) Couplings must have 3- or 4-inch male kamlok from the truck to our system.

(b) Couplings must have 2.5-inch threaded female to the trucks.

(c) The trucks must be dedicated to jet fuel service and must have internal epoxy coating.

(d) Seals must be purchased by the awardee. The type of seals that must be ordered is the **Alulock 2.0mm**. The AluLock cable seal has a self-locking design and is available in variable lengths. The Alulock 2.0 comes packed in 10 pieces per bag, 250 pieces per carton.

(6) Risk of loss. The Government acquires title to product under this contract at origin. Custody remains with the contractor until delivery at destination. The contractor has the responsibility to deliver to the Government at destination all product entrusted in the contractor's custody at origin except for the loss of product caused by events outside of the contractor's or the transporter's control. These events include, but are not limited to, hostile acts, poor road conditions, hazardous driving conditions, Government measurement errors, Government failure to follow agreed upon measurement, temperature conversion, or offloading procedures, and spills or leaks during offloading. The contractor assumes all other risks.

(7) The awardee will provide DESC the name of the transportation company in advance of any changes in carriers for DESC security and quality approval.

(8) Quantity Determination - Trucks will be loaded in accordance with local custom based on gross volume. This quantity will be annotated on the DD250 for information purposes only. The loaded quantity will be adjusted to net volume at 15°C in accordance with Clause F1.09 DETERMINATION OF QUANTITY and recorded on the DD250. **Payment will be made based on net volume.** The loss tolerance is 3%. The Government will require reimbursement from the contractor for any loss that exceeds this amount.

(9) Resupply Route:

Bagram Air Base:

i. Physically, this route is exceptionally rugged and demanding on both drivers and their vehicles. More than two decades of conflict have seen the road surface deteriorate profoundly. The journey from Tokham to Kabul once took 3.5 hours before the Soviet invasion of 1979; the same journey can now take up to 14 hours. Barring any major accidents or emergencies, truck drivers should be able to complete the journey from Torkham to Bagram Airbase in two days and one night.

ii. This is extremely mountainous terrain again, passing through a narrow gorge, and was a popular area in which to harass or attack traffic.

iii. Kabul to Bagram Airbase - This short stretch of road north of Kabul appears outwardly secure. There are regular military posts approximately every 1,000 metres.

Kandahar Air Base:

i. From Karachi, this route travels north towards city of Quetta in Baluchistan. From here it changes course, heading northwest to the border crossing at Charman, through the Afghan border town of Spin Buldak and onwards to Kandahar Air Base. Once across the border, this enters the Afghan province of Kandahar.

ii. On the Pakistani side of this route is the Pashtun-dominated province of Baluchistan. This route passes through Pakistani tribal areas, which are home to fiercely anti-American terrorists, Pakistani and Arab.

3. In accordance with Clause F1.25, DELIVERY AND ORDERING PERIODS (DESC JUL 1995), the ordering and delivery periods will be:

(a) Ordering Period Begins: **Date of Award** and Ends: **June 30, 2005**.

(b) Delivery Period Begins: **January 1, 2005**and Ends: **June 30, 2005 plus a 30-day carry-over period**.

4. The following will be incorporated into paragraph (f) Table of Clause B19.34, ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003):

Reference Price Tabulation		
Name of Publication	**Heading Under Which Reference Price is Published and Price Report**	**Reference Price Effective (Exclude All Taxes)**
Oil Companies Advisory Committee (OCAC)	**For JP-1**: Into-plane price of JP-1 for technical landing/cargo flights **For MS (87 RON):** Direct Sale to Consumers	**July 1, 2004**

Product	**Reference Product (Location)**	**Reference Price Effective July 1, 2004**
JP8	JP-1	$1.136600 USD/USG
MG6	MS (87 RON)	$1.118837 USD/USG

NOTE: Product reference prices will change based on submission of the posted prices, which is published on the 15th day and final day of each month effective the following day, from the Oil Companies Advisory Committee (OCAC) under the Pakistan Government's Ministry of Petroleum.

5. No hard copy of this solicitation will be issued however, the following information must be provided with your initial offer:

Offer Schedule					
Item/Location	**Product**	**Quantity (USG)**	**Mode**	**(D) Dest**	**Shipping/FOB Point**
	JP8		TT	D	
	JP8		TT	D	
	JP8		TT	D	
	JP8		TT	D	

Offer Schedule					
Item/Location	**Product**	**Quantity (USG)**	**Mode**	**(D) Dest**	**Shipping/FOB Point**
	MG6		TT	D	
	MG6		TT	D	

(a) State the minimum/maximum quantities for award by shipping point:

Product	Mode	Shipping Point	Minimum Qty (USG)	Maximum Qty (USG)
	TT			
	TT			
	TT			

(b) State the minimum/maximum quantities available for delivery per day:

Product	Mode	Location/Activity Point	Minimum Qty (USG)	Maximum Qty. (USG)
JP8	TT	Bagram Air Base Afghanistan		
JP8	TT	Kandahar International Airport, Afghanistan		
JP8	TT	Shabaz Air Base, Jacobabad, Pakistan		
MG6	TT	Bagram Air Base Afghanistan		
MG6	TT	Kandahar Air Base, Afghanistan		

(c) State the Maximum Quantity Available per Month:

Product	Mode	Shipping Point	Maximum Monthly Quantity (USG)

(d) State the number of loading racks available at the refinery:

Refinery (ies)	Number of Loading Racks

(e) State the loading rate at the refinery (ies):

Refinery (ies)	Loading Rate

(f) State the number of storage tanks available and the storage capacity of tank:

Number of Storage Tanks	Storage Capacity of Tank(s)

(g) State where injectors will be located:

Injector Location (s)

(h) State the tank truck parcel sizes available:

Product	Mode	Shipping Point	Minimum Quantity (USG)	Maximum Quantity (USG)

(i) State the name/address of the trucking company (ies) utilized to transport the product to the destinations:

Product	Mode	Name/Address of Trucking Company

(j) Please provide DUNS number: _____

6 Acceptance of the terms and conditions of RFP SP0600-03-R-0116 and Amendments 0001 - 0006 are required and must be stated in the offer.

7. Certifications & Representations: If you submitted an offer under RFP SP0600-03-R-0116, please confirm in writing that the certifications and representations of the offer remain in effect for your offer under RFP SP0600-03-R-0116-0010.

8 Closing date and time for this solicitation is November 3, 2004 at 1:00 p.m. (1300 hours), local time, Ft. Belvoir, Virginia, USA.

9. Offers received after the date and time specified above will be considered late in accordance with paragraph (f) to Clause L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC JAN 2004).

10 The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

November 3, 2004	**INITIAL OFFER CLOSING DATE (1:00 P.M.)**
November 10, 2004	**NEGOTIATIONS OPEN**
December 10, 2004	**NEGOTIATIONS CLOSE**

11. Please see the following clauses (attached) that are updated from the basic solicitation, SP0600-03-R-0116:

I1.03-2	**CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC OCT 2003)**
I1.04	**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2004)**
I1.05	**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)**
C16.08-9	**TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (JP8/JB8) (DESC JUL 2004)**
E40.06	**COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)**
H19.02	**REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)**
I28.21	**TAXES – FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)**
M25.05.100	**EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK) (AFGHANISTAN/PAKISTAN) (DESC OCT 2004)**

12. Please see the following clause (attached) that is updated from the basic solicitation, SP0600-03-R-0116 and needs to be completed and returned.

K1.01-10	**OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAY 2004/APR 2002/OCT 2000)**

13. The following clause has been added to the this solicitation:

I90	**RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)**

14 The following clause has been deleted from the basic solicitation, SP0600-03-R-0116:

I92	**RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2003) (DEVIATION)**

15. The facsimile transmission number is **(703) 767-0488**. If for any reason you experience any difficulties with this number, or if you have questions concerning this solicitation please contact Contract Specialist, Debra Simpson-Mayeux at telephone (703) 767-9297 or the undersigned at (703) 767-9267.

JOHN R. WALKER
Contracting Officer
Bulk Fuels Division

C16.08-9 TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (JP8/JB8) (DESC JUL 2004)

Aviation Turbine Fuel, Jet A1, shall conform to Defence Standard 91-91, Issue 4, dated June 14, 2002, except as modified below:

(a) **APPEARANCE.** The appearance requirement of Table 1 is deleted and replaced with the following: "At the time of Government acceptance, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter and shall be clear and bright when tested in accordance with ASTM D 4176, Procedure 1. In case of dispute, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more 1.0 mg/L of particulate matter."

(b) **CLEANLINESS.** Test limits for particulate matter and filtration time shall be as specified in MIL-DTL-83133E, Table I. The test procedure for assessing these properties shall be MIL-DTL-83133E, Appendix A. The maximum particulate content must be 1.0 mg/L. The maximum filtration time shall be 15 minutes. A minimum sample size of 3.79 liters (1 U.S. Gallon) must be filtered. Alternative methods for determination of particulate contamination shall be ASTM D 5452 or ASTM D 2276.

(c) **ADDITIVE REQUIREMENTS (The Contractor shall furnish and inject the following additives, as required).**

(1) Immediately after processing, antioxidant shall be added to hydrotreated fuels. Antioxidants and concentrations listed in Defense Standard 91-91, Issue 4, will be added to a fuel (or a fuel component) that has been hydroprocessed. This must be done immediately after hydroprocessing and prior to the product or component being passed into storage, in order to prevent peroxidation and gum formation after manufacture.

(2) Corrosion Inhibitor/Lubricity Improver (CI/LI) additive(s) shall be added of the type and concentration cited by QPL 25017 (latest revision). As of the date of this clause revision, QPL 25017-20, dated May 31, 2004, is the current version of the QPL. Only the following CI/LI additives are approved for shipment to NATO countries:

INHIBITOR	CONCENTRATION, GRAMS/CUBIC METER
Apollo PRI-19	18 - 22.5
Octel DCI-4A	9 - 22.5
Hitec 580	15 - 22.5
Nalco 5403	12 - 22.5
Tolad 4410	9 - 22.5

(3) Fuel System Icing Inhibitor (FSII), Diethylene Glycol Monomethyl Ether (DiEGME), in accordance with MIL-DTL-85470, shall be added at a concentration of 0.10 - 0.15 volume percent.

(4) Static Dissipator Additive (SDA) shall be added to the fuel to impart electrical conductivity in accordance with Def Stan 91-91/4. However, the conductivity level shall be between 150 and 450 pS/m.

(DESC 52.246-9FMW)

I1.03-2 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BULK) (DESC JUN 2004)

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

(1) Name and address of the Contractor;

(2) Invoice date and number;

(3) Contract number, contract line item number, and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price, and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

(9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

(i) **PAYMENT.**

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

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

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

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

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

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.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) Standard Form 1449.

(8) Other documents, exhibits, and attachments; and.

(9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause.

(FAR 52.212-4, **tailored**/DESC 52.212-9F40)

I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2004)

(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.]

[X] (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 waiver 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.
[ ] (iii) Alternate II (Mar 2004) 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.
[ ] (iii) Alternate II (Mar 2004) of 52.219-7.

[ ] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

[X] (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).
[ ] (ii) Alternate I (Oct 2001) of 52.219-9.
[ ] (iii) Alternate II (Oct 2001) of 52.219-9.

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

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

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

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

[ ] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[ ] (14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

[ ] (15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

[ ] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[ ] (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

[ ] (18) 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).

[ ] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[ ] (20) 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).

[ ] (21) (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)).

[ ] (22) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).

[ ] (23) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Jan 2004) (41 U.S.C 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
[ ] (ii) Alternate I (Jan 2004) of 52.225-3.
[ ] (iii) Alternate II (Jan 2004) of 52.225-3.

[X](24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

[ ] (25) 52.225-13, Restriction on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

[ ] (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

[ ] (28) 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)).

[ ] (29) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X](31) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[ ] (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[ ] (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[X] (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

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

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

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

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

DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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)

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(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.

[X] 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.

[X] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[X] 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 (JUN 2004) (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).

[ ] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004); ([ ] 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).

[X] 252.225-7021 Trade Agreements (JAN 2004) (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 – Free Trade Agreements – Balance of Payments Program (JAN 2004); ([ ] Alternate I (JAN 2004)) (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)).

[ ] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

[ ] 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 (JAN 2004) (10 U.S.C. 2227).

[ ] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([ ] Alternate I (MAR 2000)); ([__] Alternate II (MAR 2000)); ([__] Alternate III (MAY 2002)) (10 U.S.C. 2631).

[X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

[ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

[X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[X] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)

(a) Commercial bills of lading should not be used in the performance of this contract. The official record for the cargo lifts under DESC bulk fuels contracts is the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(b) If a fuel Contractor requires the use of a commercial bill of lading for record purposes, the bill of lading must clearly state, on the original and all copies, the following:

"NONNEGOTIABLE INSTRUMENT – DD FORM 250-1 IS THE OFFICIAL DOCUMENT FOR THIS GOVERNMENT CARGO."

(DESC 52.246-9FG5)

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)

(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):**

AREA	FOOTNOTE	AREA	FOOTNOTE
Afghanistan	2	Marianas	3

Africa (except countries assigned to DFR Middle East)	1
Alaska	3
Australia	3
Bahrain	2
Burma	3
Djibouti	2
East Indies	3
Egypt	2
Ethiopia	2
Europe (continental)	1
Hawaii	3
Indian Ocean countries	3
Japan	3
Jordan	2
Kenya	2
Korea	3
Kuwait	2
Malaya	3
Mediterranean Sea countries	1
New Zealand	3
Oman	2
Pakistan	2
Philippines	3
Qatar	2
Ryukyu Islands	3
Saudi Arabia	2
Somalia	2
South Pacific Islands	3
Sri Lanka	3
Sudan	2
Taiwan	2
Thailand	3
Turkey	1
United Arab Emirates	2
United Kingdom	1
Yemen	2

FOOTNOTES:

1. DESC Europe
American Arms Hotel
August STR 6 Box 224
65189 Wiesbaden, Germany

Phone:
COM 49-611-380-7666
FAX 011 49-611-380-7412

2. DESC Middle East
PSC 451, Box DESC-ME
FPO AE 09834-2800

Phone: Awali, Bahrain
DSN (318) 439-4650
COM 011-973 17-85-4650
FAX 011-973 17-85-4670/4655

3. DESC Pacific
Box 64110
Camp H M Smith HI 96861-4110

Phone:
COM (808) 477-6692
FAX (808) 477-5710

(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
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)

I28.21 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.

(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)

I90 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at **http://www.epls.gov/TerList1.html**. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at **http://www.treas.gov/ofac**.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(FAR 52.225-13)

M25.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK) (AFGHANISTAN/PAKISTAN) (DESC OCT 2004)

(a) The Government will award f.o.b. destination contracts under this solicitation for **JP8** based on the overall lowest laid-down cost for the entire program. In order to maintain operational readiness, each refinery source will be limited to 150,000 USG per day to include any product already on contract to support Afghanistan/Pakistan requirements during the solicited delivery period.

(c) The Contractor is required to use the same refinery sources during the life of the contract unless the Contracting Officer authorizes another source.

(DESC 52.211-9F17)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAY 2004/APR 2002/OCT 2000)

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

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** 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 criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

[ ] TIN: _____

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other: _____.

(5) **COMMON PARENT.**

[ ] Offeror is not owned or controlled by a common parent.
[ ] Name and TIN of common parent:
Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

[ ] is
[ ] is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it—

[ ] is
[ ] is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it—

[ ] is
[ ] is not

a service-disabled veteran-owned small business concern.

(4) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

[ ] is
[ ] is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

[ ] is
[ ] is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

[ ] is

a women owned business concern.

(7) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

[ ] is
[ ] is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
[ ] 50 or fewer	[ ] $1 million or less
[ ] 51 - 100	[ ] $1,000,001 - $2 million
[ ] 101 - 250	[ ] $2,000,001 - $3.5 million
[ ] 251 - 500	[ ] $3,500,001 - $5 million
[ ] 501 - 750	[ ] $5,000,001 - $10 million
[ ] 751 - 1,000	[ ] $10,000,001 - $17 million
[ ] Over 1,000	[ ] Over $17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

[ ] is
[ ] is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

[ ] has
[ ] has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(iii) **ADDRESS.** The offeror represents that its address—

[ ] is
[ ] is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at **http://www.arnet/gov/References/sdbadjustments.htm**. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

[ ] is
[ ] is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

[ ] is
[ ] is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:** _____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

[ ] Black American

[ ] Hispanic American

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

(d) **REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

[ ] has

[ ] has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

[ ] has
[ ] has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

[ ] has developed and has on file
[ ] has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

[ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2004) (DFARS 252.225-7020). (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

_____ (Insert line item no.) _____ (Insert country of origin)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

_____ (Insert line item number) _____ (Insert country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

_____ (Insert line item number) _____ (Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

_____ (Insert line item number) _____ (Insert country of origin (if known))

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[ ] are
[ ] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] have or
[ ] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[ ] are or
[ ] are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(i) **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)

(2) **CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i) [ ] The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) [ ] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alternates I/II)