

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE
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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 either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS		

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED		
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>		
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT			

10. MAILING LIST INFORMATION <i>(X one)</i>	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	

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

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

- A. Address offers to Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, ATTN: Bid Custodian, DESC-CPC, Room 3815, Fort Belvoir, VA 22060-6222. Offers **must be received by 3:00 PM Fort Belvoir, Virginia time on March 19, 2004**. Facsimile proposals/offers are encouraged and should be submitted in accordance with Clause I2.11-2, FACSIMILE PROPOSALS. The facsimile number for receipt of offers is **703-767-8506**.
- B. Please complete the OFFER SUBMISSION PACKAGE in its entirety. All clauses which require offeror fill-in are included in the OFFEROR SUBMISSION PACKAGE. Please keep the solicitation package along with a copy of your OFFEROR SUBMISSION PACKAGE for you records and reference.
- C. Offers must be submitted in pence per liter and exclusive of all duties and taxes.
- D. Please provide product specifications with your offer.
- E. ECONOMIC PRICE ADJUSTMENT: Please refer to Clause B19.02, ECONOMIC PRICE ADJUSTMENT for details concerning the base reference data and escalation information. Contract prices will be escalated effective the first of every month based on changes in the specified publications, not based upon actual product costs. The awarded Contractor(s) will be responsible for submitting copies of their new monthly prices and a summary of their average exchange rate to the Contract Specialist the first week of every month.
- F. Please see Clause M72.03-1, EVALUATION FACTORS FOR BEST OVERALL VALUE concerning past performance and best value determination procedures.
- G. Please be sure to complete the Attachment A of the OSP. Verify that complete information is given and that contact names and phone numbers are complete and current.
- H. INELIGIBLE OFFERORS: Any contract awarded to an offeror who, at the time of award was suspended, ineligible, or debarred from receipt of contracts with U.S. Government agencies, or in receipt of notice or proposed debarment from any U.S. Government agency, is voidable at the option of the U.S. Government.
- I. ACKNOWLEDGEMENT OF AMENDMENTS: All offerors must acknowledge receipt and acceptance of all amendments to the Solicitation. You may do this by signing (Blocks 15A, 15B and 15C of Standard Form 30) and returning the amendment or by written acknowledgement of receipt and acceptance as part of the proposal submission package. Also, please be certain to identify any exceptions to the Solicitation's terms and conditions in writing with your submission.
- J. Contracts awarded as a result of this solicitation will be Requirements type Fixed Price with Economic Price Adjustment. Offers are requested for the period 01 July 2004 through 30 June 2009, a 5-year period. Please refer to Clauses I84, REQUIREMENTS and I86.06-1, DELIVERY ORDER LIMITATIONS.
- K. For questions or clarifications, please contact either Sharon A. Ward at 703-767-9505 or David W. Peterson at 703-767-9510.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-04-1126/1127		PAGE 1 OF 59				
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0108		6. SOLICITATION ISSUE DATE 19 FEB 2004			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON A. WARD (703) 767-9505 OR DOTTIE GHEEN (703) 767-9542			b. TELEPHONE NUMBER (no collect calls) PHONE: SEE BLOCK 7(A) FAX (703) 767-8506		8. OFFER DUE DATE/ LOCAL TIME 19 MAR 04 @ 3:00 PM FT. BELVOIR, VA			
9. ISSUED BY DESC-PEA		CODE	SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS: 424720 SIZE STANDARD: 100		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		
DEFENSE ENERGY SUPPORT CENTER DESC-PEA 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: SHARON A. WARD /PEA PHONE: (703) 767-9505 PP 1.8J				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
				15. DELIVER TO		CODE	16. ADMINISTERED BY		CODE	
				SEE SCHEDULE			SEE BLOCK 9			
17a. CONTRACTOR / OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE		
TELEPHONE NO.						SEE CLAUSE F30.01				
<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 SCHEDULE (Attach additional Sheets as Necessary)					SEE OFFEROR SUBMISSION PACKAGE ATTACHED	SEE OFFEROR SUBMISSION PACKAGE ATTACHED			
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input checked="" type="checkbox"/> 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.				<input type="checkbox"/> 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 (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			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				33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
				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 (Print)						
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)						
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS				

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LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

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OTHER REGULATORY AND LOCAL CLAUSES
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B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

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

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as **5-year** requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>5-YEAR ESTIMATED QUANTITY (LITERS)</u>
93	Gasoline, Automotive Low Lead NSN: 9130-99-577-5825 British Specification: EN4040	80,925,000
95	Gasoline, Automotive Premium, Unleaded NSN: 9130-99-956-6833 British Specification: EN228	200,330,000
97	Fuel Oil, Diesel NSN: 9140-99-910-0459 British Specification: EN590	128,368,000
99	Kerosene NSN: 9140-99-910-5054 British Specification: BS 2869, Class C-2	2,135,000

NOTE: 1. The above details all products solicited and applicable specifications. Offers should be made for the individual items listed on the following pages.

- (i) Quantities listed are for five years.
- (ii) The conversion factor used for Liter to Gallon is: 3.78541 Liters equals 1 U.S. Gallon.

EVALUATION CRITERIA:

- a. For evaluation purposes, on ALL ITEMS EXCEPT AUTOMATIC FILL ITEMS, surcharges will be incorporated into your offered prices based on each site's average delivery requirement.
- b. Automatic Fill Items: Prices offered should include all costs associated with the fill delivery requirement as defined in Clause F1.26 in the solicitation. Since the successful offeror will be responsible for maintaining product at required levels, as specified in Clause F1.26, no small load surcharge/premia charges will apply. The Contractor shall not invoice for small load surcharge/premia as it is not authorized by the contract.

(DESC 52.207-9F55)

THE FOLLOWING CLAUSE IS APPLICABLE ONLY TO THOSE ITEMS IDENTIFIED IN THE SCHEDULE NARRATIVES AS EITHER “PORTS ACTIVE” OR “FES PORTS ACTIVE”

B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (PORTS INTERNET APPLICATION) (DESC MAY 2001)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as **5-year** requirements.

(DESC 52.207-9F56)

ITEM NUMBER	PRODUCT AND METHOD OF DELIVERY	5-YEAR ESTIMATED QUANTITY UI
001	U.S. MENWITH HILL STATION UK, DOD, HARROGATE NORTH YORKSHIRE HG3 2RF YORKSHIRE DELIVERY DODAAC: WK2W413 BILLING DODAAC : WK2W413 ORDERING OFFICE: (COMM) 01423-777716 FAX:COMM-01423777992	
001-95	UNLEADED GASOLINE EN 228, ULTRA LOW SULFUR PETROL TANK TRUCK (TT), TW INTO 1/31,000 LITER BELOW GROUND TANK BASE MOTOR POOL DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY AVERAGE DELIVERY: 25,000 LITERS MINIMUM DELIVERY: 20,000 LITERS	250,000 LT
001-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/4,500 LITER TANK AT 9 SEPARATE DELIVERY POINTS 1/9,000 LITER TANK 1/12,000 LITER TANK 1/16,000 LITER TANK 1/25,000 LITER TANK 2/54,000 LITER TANKS 5/55,000 LITER TANKS 7/60,000 LITER TANKS 7/61,370 LITER TANKS DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY MIN DEL TO LARGE TANKS: 20,000 LT AVG DEL TO LARGE TANKS: 23,000 LT MIN DEL TO SMALL TANKS: 2,000 LT AVG DEL TO SMALL TANKS: 5,000 LT 3 TANKS REQUIRE DELIVERY BY RIGID BODY TRUCK MULTIPLE DROP	9,500,000 LT
001-99	KEROSENE, CLASS C-2 AROMATICS 0.00 BS 2869; 28 SECOND BURNING OIL TANK TRUCK (TT), TW INTO 2/1,200 LITER BELOW GROUND TANK FOREST MOOR DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY AVERAGE DELIVERY: 1,600 LITERS MINIMUM DELIVERY: 1,000 LITERS	40,000 LT

005 US ARMY MARINE FLEET ACT SHORE RD, HYTHE
 UK, ARMY, NEAR SOUTHAMPTON FOR US ARMY; US ARMY COMBAT EQUIPMENT
 BATTALION HYTHE SHORE ROAD, HYTHE, SOUTHAMPTON SO45 6ZD
 HAMPSHIRE
 DELIVERY DODAAC: W80RNK
 BILLING DODAAC : W80RNK
 ORDERING OFFICE: DSN 243-3423
 FAX: DSN 243-3320

005-95 UNLEADED GASOLINE 50,000 LT
 EN228
 ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TANK WAGON (TW) WITH PUMP INTO
 1/9,500 LITER TANK
 DELIVERY HOURS: 0800-1500
 AVERAGE DELIVERY: 5,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

005-97 DIESEL, GRADE A-1 400,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), INTO
 1/18,000 LITER TANK AT USA BASE STORAGE
 DELIVERY HOURS: 0800-1500
 AVERAGE DELIVERY: 7,000 LITERS
 MINIMUM DELIVERY: 7,000 LITERS

500 USN SUPPORT ACTIVITY, PWD
 UK, NAVY, BOX 92 7 NORTH AUDLEY STREET LONDON, ENGLAND W1Y 2AL
 LONDON W.I.//INNER ZONE// (US EMBASSY)
 DELIVERY DODAAC: N62585
 BILLING DODAAC : N43459
 ORDERING OFFICE: (COMM. TEL) 0207-514-4777
 CONTACT IS DARREN SADLER.
 ALTERNATE NUMBER IS COMMERCIAL
 02075144777 OR DSN 235-4777

500-97 DIESEL, GRADE A-1 120,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW INTO
 1/31,800 LITER TANK AT USN BASE STORAGE
 2/19,400 LITER TANK AT USN EXCHANGE STORAGE
 DELIVERY HOURS: 0800-1200 MONDAY THRU FRIDAY
 0900-1700 MONDAY THRU SATURDAY
 AVERAGE DELIVERY: 10,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

504 U.S. NAVY EXCHANGE SERVICE STATION
 UK, NAVY, WEST RUISLIP FOR RESALEACT UK DET
 MIDDLESEX // INNER ZONE //
 DELIVERY DODAAC: N62585
 BILLING DODAAC : N659563
 ORDERING OFFICE: (COMM. TEL) 01895-616744
 POC: JANE BELL

504-95 UNLEADED GASOLINE 4,800,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 2/19,400 LITER TANK AT USN EXCHANGE STORAGE
 DELIVERY HOURS: 0900-1700 MONDAY THRU SATURDAY
 AVERAGE DELIVERY: 15,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

504-97 DIESEL, GRADE A-1 180,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW INTO
 1/9,000 LITER TANK AT USN EXCHANGE STORAGE
 DELIVERY HOURS: 0900-1700 MONDAY THRU SATURDAY
 AVERAGE DELIVERY: 8,000 LITERS
 MINIMUM DELIVERY: 3,000 LITERS

750 RAF MOLESWORTH
 UK, AAFES, NEAR HUNTINGDON; MOLESWORTH SHOPPETTE, BLDG. 342,
 HUNTINGDON, CAMBS. PE18 02A

DELIVERY DODAAC: HXGBFK
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM TEL) 048052565
 ORDERING DODAAC : HXGBFK
 AAFES POC: ASK FOR AUTO PRIDE
 MANAGER

750-95 UNLEADED GASOLINE 7,800,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 1/25,000 LITER TANK AT AAFES EXCHANGE STORAGE
 DELIVERY HOURS: 1000-1500
 AVERAGE DELIVERY: 10,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

754 RAF FAIRFORD
 UK, USAF, NEAR FAIRFORD, FOR USAF BASE FUELS SUPPLY; 424 ABS/LGSF,
 UNIT 4820, RAF FAIRFORD, GLOS, GL7 4DL
 GLOUCESTERSHIRE//OUTER ZONE//

DELIVERY DODAAC: FP5560
 BILLING DODAAC : FP5560
 ORDERING OFFICE: (COMM TEL) (0285) 714897
 ORDERING DODAAC : FP5560
 POC: MSGT DENY MCCARTHY

754-95 UNLEADED GASOLINE 480,000 LT
 EN228, ULTRA LOW SULFUR PETROL
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), INTO
 1/18,927 LITER TANK
 TW INTO 2/189,270, 1/18,927 LITER USAF TANKS
 DELIVERY HOURS: 0800-1600
 AVERAGE DELIVERY: 26,000 LITERS
 MINIMUM DELIVERY: 13,000 LITERS
 DRIVER REPORT TO MAIN GATE, HAVE SECURITY POLICE
 CALL FCC X4917 OR 4207 TO REQUEST ESCORT
 MULTIPLE DROP

754-97 DIESEL, GRADE A-1 10,500,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP AND METER
 INTO 21/2,271 TO 9,085, 42/3,785 GENERATOR,
 10/11,356 TO 34,068, 12/21,000 TO 189,266 LT
 USAF TANKS
 DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY
 DRIVER REPORT TO MAIN GATE FOR PSA ESCORT BEFORE
 AND AFTER DELIVERIES. THE 42 GENERATOR TANKS
 REQUIRE A 2" TO 2 1/2" QUICK-DISCONNECT COUPLER
 AVERAGE DELIVERY: 22,000 LITERS
 MINIMUM DELIVERY: 22,000 LITERS
 ESCORT REQUIRED

754-971 DIESEL, GRADE A-1 800,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP AND METER
 INTO 1/190,000 AND 1/22,700 LT USAF TANKS
 AVERAGE DELIVERY: 22,000 LITERS
 MINIMUM DELIVERY: 22,000 LITERS

758 RAF LAKENHEATH
 UK, USAF, ERISWELL, FOR USAF BASE FUELS SUPPLY; 48 SUPS/LGSF, BLDG
 1307, RAF LAKENHEATH, BRANDON, SUFFOLK IP27 9PN
 SUFFOLK//GENERAL ZONE//
 DELIVERY DODAAC: FP5587
 BILLING DODAAC : FP5587
 ORDERING OFFICE: (COMM. TEL) 01638-52-2239
 ORDERING DODAAC : FP5587
 POC: SSGT MEIER

758-95 UNLEADED GASOLINE 2,225,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT),
 TW INTO 1/28,000 & 12/55,000 LITER USAF TANKS
 DELIVERY HOURS: 0800-1630
 AVERAGE DELIVERY: 29,000 LITERS
 MINIMUM DELIVERY: 17,000 LITERS
 DRIVER REPORT TO RAF LAKENHEATH BLDG 1333

758-971 DIESEL, GRADE A-1 5,640,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP AND 18 METER
 INTO 11/125,000, 2/77,000, 4/55,000 AND 1/27,000
 LITER USAF TANKS
 DELIVERY HOURS: 0800-1630
 AVERAGE DELIVERY: 29,000 LITERS
 MINIMUM DELIVERY: 17,000 LITERS
 DRIVER REPORT TO RAF LAKENHEATH BLDG 1333 BEFORE
 AND AFTER DELIVERIES
 ESCORT REQUIRED

758-972 DIESEL, GRADE A-1 40,000,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP & 18 METER 2" HOSE
 WITH
 NOZZLE
 INTO 603/204-72,678 LITER TANKS (HEATING BLDG)
 DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY
 MULTIPLE DROP
 ESCORT REQUIRED AT THE DISCRETION OF THE WING
 COMMANDER
 DRIVER REPORT TO BLDG 1333 BEFORE AND AFTER
 DELIVERIES
 UPON REPORTING TO BUILDING 1333, THE AMOUNT OF
 FUEL ON BOARD THE TANKER TRUCK WILL BE VALIDATED
 BY FUELS MANAGEMENT FLIGHT PERSONNEL. THE
 DRIVER
 SHALL COMPLETE AF FORMS 1994 FOR EACH DELIVERY
 MADE, PRESENTING THESE TO FUELS MANAGEMENT
 FLIGHT
 PERSONNEL UPON COMPLETION OF DELIVERIES, AND IN
 CONJUNCTION WITH VALIDATION OF TANKER TRUCK'S
 REMAINING LOAD.
 AUTOMATIC FILL

758-99 KEROSENE, CLASS C-2 220,000 LT
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP AND 18 METER 2" HOSE
 WITH NOZZLE INTO
 11/1,300 LITER TANKS AT MOULTON HOUSING
 RIVERSIDE
 WALK, MOULTON SUFFOLK (APPROXIMATELY 12 MILES
 FROM
 RAF LAKENHEATH)
 DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY
 DRIVER REPORT TO BLDG 1333 BEFORE AND AFTER
 DELIVERY
 AUTOMATIC FILL
 ESCORT REQUIRED

762 RAF FELTWELL
 UK, USAF, NEAR BRANDON, 6 MI FROM RAF LAKENHEATH
 SUFFOLK//GENERAL ZONE//
 DELIVERY DODAAC: FP5587
 BILLING DODAAC : FP5587
 ORDERING OFFICE: ERISWELL 3131 EXT 3629/2239
 ORDERING DODAAC : FP5587
 POC: SSGT MEIER

762-97 DIESEL, GRADE A-1 8,830,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP AND METER INTO
 1/160,000 LITER TANK (BLDG 204)
 6/22,750 LITER TANKS (BLDGS 17, 53, 73, 94)
 2/9,000 LITER TANKS (BLDG 65)
 DELIVERY HOURS: 0800-1630
 AVERAGE DELIVERY: 29,000 LITERS
 MINIMUM DELIVERY: 17,000 LITERS
 ESCORT REQUIRED AT THE DISCRETION OF THE WING
 COMMANDER
 DRIVER REPORT TO BLDG 1333 BEFORE AND AFTER
 DELIVERIES
 UPON REPORTING TO BUILDING 1333, THE AMOUNT OF
 FUEL ON BOARD THE TANKER TRUCK WILL BE VALIDATED
 BY FUELS MANAGEMENT FLIGHT PERSONNEL. THE
 DRIVER
 SHALL COMPLETE AF FORMS 1994 FOR EACH DELIVERY
 MADE, PRESENTING THESE TO FUELS MANAGEMENT
 FLIGHT
 PERSONNEL UPON COMPLETION OF DELIVERIES, AND IN
 CONJUNCTION WITH VALIDATION OF TANKER TRUCK'S
 REMAINING LOAD.
 MULTIPLE DROP
 AUTOMATIC FILL

774 RAF ALCONBURY
 UK, USAF, NEAR HUNTINGDON FOR USAF BASE FUELS SUPPLY,
 CAMBRIDGESHIRE//OUTER ZONE//
 DELIVERY DODAAC: FP5518
 BILLING DODAAC : FP5643
 ORDERING OFFICE: (COMM. TEL) 44(01638) 542768
 ORDERING DODAAC : FP5643
 POC: SSGT CURRIE

774-95 UNLEADED GASOLINE 700,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT),
 TW INTO 2/53,000 LITER USAF TANKS LOCATED AT RAF
 MOLESWORTH
 DELIVERY HOURS: 0800-1630
 AVERAGE DELIVERY: 29,000 LITERS
 MINIMUM DELIVERY: 29,000 LITERS

774-97 DIESEL, GRADE A-1 5,125,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP
 INTO VARIOUS TANKS RANGING FROM 200 - 436,370 LT
 (15 TANKS AT RAF ALCONBURY & 40 TANKS AT
 RAF
 MOLESWORTH). ALL TANKS ARE FOR MISSION
 SUPPORT BLDGS.
 DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY
 ALL DELIVERIES REQUIRE A MIN OF 33 MTRS OF HOSE
 WITH BOTH 2" AND 3" NOZZLES
 DRIVER REPORT TO BLDG 771 AT RAF ALCONBURY
 BEFORE
 AND AFTER DELIVERIES
 MULTIPLE DROP
 AUTOMATIC FILL
 ESCORT REQUIRED

774-971 DIESEL, GRADE A-1 425,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), W/PUMP, METER AND 50 FT HOSE
 INTO
 3/145,000 LITER TANKS AT RAF MOLESWORTH
 DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY
 AVERAGE DELIVERY: 10,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

780 RAF FYLINGDALES
 UK, USAF, LOCATED IN NORTH YORKSHIRE MOORS BETWEEN PICKERING AND
 WHITBY, YORK; CLOSE TO GOATHLAND
 UNITED KINGDOM
 DELIVERY DODAAC: FY2513
 BILLING DODAAC : FY2513
 ORDERING OFFICE : 901751-477288
 ALT ORDERING OFFICE: 01751-477000
 ORDERING DODAAC : FY2513
 ARTEC SERVICES MGR.,
 DEWANE HOSE

780-97 DIESEL, GRADE A-1 16,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 NON-CAPITALIZED

TANK WAGON (TW), TW WITH MIN 40 YARDS OF HOSE
 INTO
 2/600 LITER ABOVE GROUND TANK S RAF FYLINGDALES,

PICKERING, NORTH YORKSHIRE, Y018 7NT
 GENERATOR TANKS
 DELIVERY HOURS: 0900-1500 MONDAY TO FRIDAY
 AVERAGE DELIVERY: 266 LITERS
 MINIMUM DELIVERY: 100 LITERS
 FACILITY IS 24 HOUR OPERATION
 SECURITY PERSONNEL RECOMMEND MONDAY-FRIDAY
 0900-1500 LOCAL DELIVERY HOURS
 AVERAGE DELIVERY IS 800 LITERS PER QUARTER;
 MINIMUM DELIVERY QUANTITY IS 100 LITERS A MONTH

782 RAF CROUGHTON
 UK, USAF, NEAR BRACKLEY, FOR USAF FUELS SUPPLY,
 NORTHAMPTON SHIRE//GENERAL ZONE//
 DELIVERY DODAAC: FP5518
 BILLING DODAAC : FP5518
 ORDERING OFFICE: 01280 708028
 ORDERING DODAAC : FP5518
 SSGT CURRIE

782-95 UNLEADED GASOLINE 500,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP
 INTO 1/4,546 USAF TANK
 DELIVERY HOURS: 0730-1600
 AVERAGE DELIVERY: 3,000 LITERS
 MINIMUM DELIVERY: 2,000 LITERS
 DRIVER REPORT TO MAIN GATE & HAVE GUARD NOTIFY
 ESCORT
 ESCORT REQUIRED

782-97 DIESEL, GRADE A-1 400,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP
 INTO 2/80,000 (BLDG 180), 1/45,000 (BLDG 155A),
 2/22,800 (BLDG 37), 2/22,800 (BLDG 42), AND
 2/15,000 (BLDG 31) , 1/20,000 (BLDG 153)
 LITER TANKS
 DELIVERY HOURS: 0800-1600
 AVERAGE DELIVERY: 23,000 LITERS
 MINIMUM DELIVERY: 16,000 LITERS
 DRIVER REPORT TO MAIN GATE & HAVE GUARD NOTIFY
 ESCORT
 MULTIPLE DROP
 ESCORT REQUIRED

782-971 DIESEL, GRADE A-1 2,500,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP, METER, 20 METER
 HOSE,
 AND 2" NOZZLE
 INTO 2/23,000 (BLDG 203), 1/15,000 (BLDG 136),
 2/13,600 (BLDG 230), 1/13,500 (BLDG 150),
 1/2,700 (BLDG 146) AND 2/2,300 (BLDG 153 A
 &
 B) LITER TANKS AND 1/9000 LITER TANK AT RAF
 BARFORD ST JOHNS APPROX 4 MILES AWAY.
 DELIVERY HOURS: 0730-1600 MONDAY TO FRIDAY
 DRIVER REPORT TO MAIN GATE FOR ESCORT
 MULTIPLE DROP
 AUTOMATIC FILL
 ESCORT REQUIRED

786 DAWS HILL UK
 UK, NAVY, FOR NAVACT, UK
 BUCKINGHAMSHIRE//OUTER ZONE//
 DELIVERY DODAAC: N62585
 BILLING DODAAC : N43459
 ORDERING OFFICE: (COMM) 0207-514-4777
 POC: DARREN SADLER

786-97 DIESEL, GRADE A-1 3,500,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW W/PUMP
 INTO 2/69,000 LITER USN TANKS (SINGLE DROP)
 DELIVERY HOURS: 0800-1200 MONDAY THRU FRIDAY
 AVERAGE DELIVERY: 59,200 LITERS
 MINIMUM DELIVERY: 29,600 LITERS
 DRIVER REPORT TO MAIN GATE AND HAVE GUARD CALL
 EXT
 5992 FOR ESCORT
 ESCORT REQUIRED

790 RAF WELFORD
 UK, USAF, NEAR NEWBURY, FOR 100 RELOC; 424 ABS/LGSF, UNIT 4820, RAF
 FAIRFORD, GLOS, GL7 4DL
 BERKSHIRE//OUTER ZONE//
 DELIVERY DODAAC: FP5560
 BILLING DODAAC : FP5560
 ORDERING OFFICE: (COMM TEL) (0635) 512148
 ORDERING DODAAC : FP5560
 POC: MSGT MCCARTHY

790-95 UNLEADED GASOLINE 100,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

 TANK TRUCK (TT), TW W/PUMP INTO
 1/54,517 LITER TANK USAF TANK
 DELIVERY HOURS: 0900-1400
 AVERAGE DELIVERY: 12,000 LITERS
 MINIMUM DELIVERY: 12,000 LITERS
 DRIVER REPORT TO BLDG 192
 ESCORT REQUIRED

790 RAF WELFORD
 UK, USAF, NEAR NEWBURY, FOR 100 RELOC; 424 ABS/LGSF, UNIT 4820, RAF
 FAIRFORD, GLOS, GL7 4DL
 BERKSHIRE//OUTER ZONE//
 DELIVERY DODAAC: FP5560
 BILLING DODAAC : FP5560
 ORDERING OFFICE: (COMM TEL) (0635) 512148
 ORDERING DODAAC : FP5560
 POC: MSGT MCCARTHY

790-97 DIESEL, GRADE A-1 650,000 LT
 BS EN590
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

 TANK TRUCK (TT), TW W/PUMP, METER, AND 20 METER
 HOSE
 INTO 10/5,000 LITER USAF TANKS
 DELIVERY HOURS: 0900-1400
 AVERAGE DELIVERY: 12,000 LITERS
 MINIMUM DELIVERY: 12,000 LITERS
 DRIVER REPORT TO BLDG 192
 ESCORT REQUIRED

790-971 DIESEL, GRADE A-1 250,000 LT
 BS EN590
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

 TANK TRUCK (TT), TW W/PUMP
 INTO 1/22,700 LITER USAF TANK
 DELIVERY HOURS: 0900-1400
 AVERAGE DELIVERY: 12,000 LITERS
 MINIMUM DELIVERY: 12,000 LITERS
 DRIVER REPORT TO MAIN GATE FOR ESCORT
 ESCORT REQUIRED

794 RAF MILDENHALL
 UK, USAF, NEAR BURY ST EDMONDS FOR USAF BASE FUELS SUPPLY; BLDG
 725/LGSF, RAF MILDENHALL, BURY ST EDMUNDS, SUFFOLK IP28 8NG
 SUFFOLK//GENERAL ZONE//
 DELIVERY DODAAC: FP5518
 BILLING DODAAC : FP5518
 ORDERING OFFICE: 01638 542768
 ORDERING DODAAC : FP5518
 SSGT CURRIE

794-95 UNLEADED GASOLINE 2,000,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

 TANK TRUCK (TT),
 TW INTO 9/56,000, 1/23,000 AND 1/34,000 LITER
 USAF TANKS
 DELIVERY HOURS: 0800-1630
 MULTIPLE DROP
 AVERAGE DELIVERY: 29,000 LITERS
 MINIMUM DELIVERY: 16,000 LITERS
 DRIVER REPORT TO RAF MILDENHALL BLDG 725

794-97 DIESEL, GRADE A-1 30,000,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

 TANK TRUCK (TT), TW W/PUMP, METER, AND 16 METER
 HOSE W/2" NOZZLE INTO
 15/56,000 LITER TANKS (BULK STORAGE)
 6/45,245 LITER TANKS (BOILER PLANT)
 1/23,000 LITER TANK
 58/757 TO 52,996 LITER TANKS (HEATING BLDG),
 AND
 75/114 TO 946 LITER TANKS (GENERATOR)
 DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY
 MULTIPLE DROP
 DRIVER REPORT TO BLDG 725 BEFORE AND AFTER
 DELIVERIES
 AUTOMATIC FILL
 ESCORT REQUIRED

794-971 DIESEL, GRADE A-1 6,500,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

 TANK TRUCK (TT), TW W/PUMP, METER, AND 16 METER
 HOSE W/2" NOZZLE INTO
 2/17,000 LITER TANKS (MILITARY SERVICE STATION)
 DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY
 DRIVER REPORT TO BLDG 725 BEFORE AND AFTER
 DELIVERIES
 MULTIPLE DROP
 AUTOMATIC FILL
 ESCORT REQUIRED

794-99 KEROSENE, CLASS C-2 1,550,000 LT
 BS 2869
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TT/TW W/PUMP, METER, AND 16
 METER
 HOSE W/2" NOZZLE INTO
 41/757 LITER TANKS USAF TANKS
 100/1,300 LITER TANKS (BECK ROW HOUSING
 AREA
 LOCATED DIRECTLY BEHIND THE CURRENT OFFICER
 HOUSING AREA AT RAF MILDENHALL)
 DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY
 MULTIPLE DROP
 DRIVER REPORT TO BLDG 725 BEFORE AND AFTER
 DELIVERIES
 AUTOMATIC FILL
 ESCORT REQUIRED

810 RAF SHEPHERDS GROVE
 UK, USAF, NEAR BURY ST EDMUNDS FOR USAF BASE FUELS SUPPLY
 SUFFOLK//GENERAL ZONE//
 DELIVERY DODAAC: FP5587
 BILLING DODAAC : FP5587
 ORDERING OFFICE : (COMM) (0638) 812680
 ALT ORDERING OFFICE: (COMM) (01638) 523119 (DIESEL)
 ORDERING DODAAC : FP5587
 POC: SSGT MEIER

810-97 DIESEL, GRADE A-1 832,000 LT
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP AND METER AND 30
 METER
 HOSE INTO
 32/2,500 LITER TANKS (USAF STORAGE)
 AVERAGE DELIVERY: 17,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS
 DELIVERY HOURS: 0800 - 1530, MON - FRI
 CONTACT BASE FUELS INFORMATION CENTER AT (1638)
 523119 24 HOURS PRIOR TO DELIVERIES. DRIVER
 WILL
 REPORT TO BUILDING 1333 BEFORE AND AFTER
 DELIVERIES. ESCORT REQUIRED. ESCORT WILL MEET
 DRIVER AT BLDG 1333.
 MULTIPLE DROP
 AUTOMATIC FILL
 ESCORT REQUIRED

810-99 KEROSENE, CLASS C-2 325,000 LT
 BS 2869
 FES PORTS ACTIVE
 DESC FUNDED
 CAPITALIZED

TANK TRUCK (TT), TW W/PUMP, METER, AND 23 METER
 HOSE INTO
 9/13,638 LITER TANKS (USAF STORAGE)
 DELIVERY HOURS: 0800-1630, MONDAY TO THURSDAY
 0800-1530, FRIDAY
 CONTACT BASE FUELS STORAGE VIA FUELS CONTROL
 CENTER AT 01638-52-3119 24 HOURS PRIOR TO
 DELIVERIES. REPORT TO BLDG 1333 BEFORE AND
 AFTER
 DELIVERY. ESCORT REQUIRED TO MEET AT CIVIL
 ENGINEERS FACILITY.
 AUTOMATIC FILL
 ESCORT REQUIRED

830 RAF FELTWELL
 UK, AAFES
 NORFOLK//GENERAL ZONE//
 DELIVERY DODAAC: HXGBAA
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE : (COMM. TEL) 0842828107
 ALT ORDERING OFFICE: 01842828484 (DIESEL FUEL)
 POC: ASK FOR AUTO PRIDE
 MANAGER

830-95 UNLEADED GASOLINE 8,000,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 1/22,997 LITER BELOW GROUND TANK AAFES STORAGE
 DELIVERY HOURS: 0800-1130 MONDAY TO FRIDAY
 1330-1530 MONDAY TO FRIDAY
 AVERAGE DELIVERY: 17,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

831 RAF FELTWELL
 UK, DS
 NORFOLK//GENERAL ZONE//
 DELIVERY FEDAAC: HX8BAW
 BILLING FEDAAC : HX8BAW
 ORDERING OFFICE: 01842828484
 POC: MR.BROWNFIELD

831-97 DIESEL, GRADE A-1 875,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW INTO
 1/23,600 LITER TANK
 DELIVERY HOURS: 0730-1400 MONDAY TO FRIDAY
 AVERAGE DELIVERY: 15,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

834 RAF FAIRFORD
 UK, AAFES, NEAR FAIRFORD; FAIRFORD EXCHANGE, BLDG. 156, FAIRFORD,
 GLOS. GL7 4DL
 GLOUCESTERSHIRE//OUTER ZONE//
 DELIVERY DODAAC: HXGBMK
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM. TEL) 0285713002
 POC: ASK FOR AUTO PRIDE
 MANAGER

834-93 LRP GASOLINE 10,800,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 25,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

834-931 LRP GASOLINE 1,025,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 25,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

834-95 UNLEADED GASOLINE 5,750,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 TANK TRUCK (TT), TW INTO
 1/55,000 LITER TANK (AAFES EXCHANGE STORAGE)
 DELIVERY HOURS: 0730-1730
 AVERAGE DELIVERY: 25,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

838 RAF LAKENHEATH
 UK, AAFES, NEAR BRANDON; LAKENHEATH CAR CARE, BLDG. 1034, SUFFOLK
 IP27 9PN
 SUFFOLK//GENERAL ZONE//
 DELIVERY DODAAC: HXGBBK
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM. TEL) 0638812680
 POC: ASK FOR AUTO PRIDE
 MANAGER

838-93 LRP GASOLINE 14,500,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 10,000 LITERS
 MINIMUM DELIVERY: 6,000 LITERS

838-931 LRP GASOLINE 7,000,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 10,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

838-95 UNLEADED GASOLINE 55,000,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 3/22,800 LITER TANKS (AAFES EXCHANGE STORAGE)
 DELIVERY HOURS: 0800-1200 WEEKENDS
 0800-1600 MONDAY TO FRIDAY
 AVERAGE DELIVERY: 24,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

838-97 DIESEL, GRADE A-1 625,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 18,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

850 RAF ALCONBURY
 UK, AAFES, NEAR HUNTINGDON; ALCONBURY CAR CARE, BLDG. 596,
 HUNTINDON, CAMBS. PE17 5DA
 HUNTS//OUTER ZONE//

DELIVERY DODAAC: HXGBEK
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM. TEL) 048054012
 POC: ASK FOR AUTO PRIDE
 MANAGER

850-931 LRP GASOLINE 1,500,000 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 15,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

850-95 UNLEADED GASOLINE 14,000,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 3/25,000 LITER TANKS (AAFES EXCHANGE STORAGE)
 DELIVERY HOURS: 0800-1800 MONDAY TO FRIDAY
 0900-1500 SATURDAY
 AVERAGE DELIVERY: 34,000 LITERS
 MINIMUM DELIVERY: 20,000 LITERS

850-97 DIESEL, GRADE A-1 300,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 13,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

854 RAF CROUGHTON
 UK, AAFES, CROUGHTON CAR CARE CENTER, BLDG. 75, NR. BRACKLEY, NORTH
 HAMPTS. NN13 5NQ
 NORTHANTS//GENERAL ZONE//
 DELIVERY DODAAC: HXGBCL
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM. TEL) 0869824685
 POC: ASK FOR AUTO PRIDE
 MANAGER

854-931 LRP GASOLINE 600,000 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 5,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

854-95 UNLEADED GASOLINE 5,000,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 1/20,000 LITER TANK (AAFES EXCHANGE STORAGE)
 1/10,000 LITER TANK(S) (AAFES EXCHANGE STORAGE)
 DELIVERY HOURS: 0800-1700
 AVERAGE DELIVERY: 15,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

854-97 DIESEL, GRADE A-1 175,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 2,000 LITERS
 MINIMUM DELIVERY: 1,000 LITERS

858 HIGH WYCOMBE
 UK, NAVEX, DAWS HILL NAVY EXCHANGE
 BUCKINGHAMSHIRE//OUTER ZONE//
 DELIVERY FEDAAC: N62585
 BILLING FEDAAC : N43459
 ORDERING OFFICE: (COMM TEL) 01895 616 744
 POC: JANE BELL

858-95 UNLEADED GASOLINE 2,175,000 LT
 EN 228, ULTRA LOW SULFUR PETROL

TANK TRUCK (TT), TW INTO
 1/23,000 LITER TANK (USN EXCHANGE STORAGE)
 DELIVERY HOURS: 1100-1700 MONDAY THRU SATURDAY
 AVERAGE DELIVERY: 15,000 LITERS
 MINIMUM DELIVERY: 6,000 LITERS

858-97 DIESEL, GRADE A-1 225,000 LT
 BS EN590
 (ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW INTO
 1/2,272 LITER TANK (USN EXCHANGE STORAGE)
 DELIVERY HOURS: 1100-1700 MONDAY THRU SATURDAY
 AVERAGE DELIVERY: 1,000 LITERS
 MINIMUM DELIVERY: 1,000 LITERS

862 RAF MILDENHALL
 UK, AAFES, NEAR BURY; MILDENHALL BXTRA, BLDG. 163, MILDENHALL,
 SUFFOLK IP28 8NG
 SUFFOLK//GENERAL ZONE//
 DELIVERY DODAAC: HXGBKK
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM TEL) 0638542774
 POC: ASK FOR AUTO PRIDE
 MANAGER

862-93 LRP GASOLINE 20,000,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 20,000 LITERS
 MINIMUM DELIVERY: 18,000 LITERS

862-931 LRP GASOLINE 12,500,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 8,000 LITERS
 MINIMUM DELIVERY: 5,000 LITERS

862-95 UNLEADED GASOLINE 65,000,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 TANK TRUCK (TT), TW INTO
 3/51,800 LITER TANKS (AAFES EXCHANGE STORAGE)
 DELIVERY HOURS: 0800-1200 WEEKENDS
 0800-1800 MONDAY TO FRIDAY
 AVERAGE DELIVERY: 25,000 LITERS
 MINIMUM DELIVERY: 20,000 LITERS

866 RAF U.S. ARMY MENWITH HILL STATION
 UK, AAFES, NEAR HARROGATE; MENWITH HILL CAR CARE, BLDG 37, N
 YORKSHIRE, HG3 2RF
 YORKS//OUTER ZONE//
 DELIVERY DODAAC: HXGBGK
 BILLING DODAAC : HXGBAA
 ORDERING OFFICE: (COMM. TEL) 1423770984
 POC ASK FOR AUTO PRIDE MANAGER

866-93 LRP GASOLINE 6,500,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 17,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

866-931 LRP GASOLINE 6,500,000 LT
 (LEAD REPLACEMENT GASOLINE)
 TANK TRUCK (TT), TW
 AVERAGE DELIVERY: 17,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

866-95 UNLEADED GASOLINE 26,500,000 LT
 EN 228, ULTRA LOW SULFUR PETROL
 TANK TRUCK (TT), TW INTO
 1/47,800 LITER TANK (AAFES EXCHANGE STORAGE)
 DELIVERY HOURS: 0900-1600
 AVERAGE DELIVERY: 30,000 LITERS
 MINIMUM DELIVERY: 10,000 LITERS

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**PREAWARD****K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)****(a) DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) MASTER SOLICITATION.

(1) This solicitation is [X], is not [] a master solicitation for the United Kingdom (1.8J) Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **19 March 2004**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers 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.

(iv) 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;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) IFBs ONLY.

(i) Facsimile bids are authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined non-responsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be non-responsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) RFPs ONLY.

(i) 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.

(ii) 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

(d) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **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 pre-award testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(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.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) If the Contracting Officer determines that negotiations are necessary, the Government will then 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.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including sub-factors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not 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 prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in post-award debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) **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 address in (i) above. 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) 697-2179
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) 697-2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **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 e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored/DESC 52.212-9F20)

POSTAWARD**II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC SEP 2002)****(a) INSPECTION/ACCEPTANCE.**

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

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

(b) **ASSIGNMENT.** The Contractor or its assignee 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 a 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.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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

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

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

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

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

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

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 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 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 was made.

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

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

(k) **TAXES.** See Addendum 2.

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

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

THE FOLLOWING CLAUSE IS APPLICABLE ONLY TO THOSE ITEMS IDENTIFIED IN THE SCHEDULE NARRATIVES AS EITHER "PORTS ACTIVE" OR "FES PORTS ACTIVE"

11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC OCT 2003)

(a) INSPECTION/ACCEPTANCE.

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

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

(b) **ASSIGNMENT.** The Contractor or its assignee 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 a 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.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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

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

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the 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 item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (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.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **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.

(j) **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.

(k) **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.

(l) **TAXES.** See Addendum 2.

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

(n) **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.

(o) **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.

(p) **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.

(q) **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.

(r) **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.

(s) **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.

(t) **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.

(u) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraphs (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.212-4, **tailored**/DESC 52.212-9F51)

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

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- [] (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- [] (14) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- [] (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [] (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- [] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [] (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [] (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [X] (21) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [] (22) (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - [] (ii) Alternate I (May 2002) of 52.225-3.
 - [] (iii) Alternate II (May 2002) of 52.225-3.
- [] (23) 52.225-5, Trade Agreements (Jun 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [] (24) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- [] (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- [] (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- [] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- [] (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- [] (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- [] (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [] (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).
 - [] (ii) Alternate I (Apr 1984) of 52.247-64.

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

[Contracting Officer shall check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(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).
- 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).
- 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).
- 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)

ADDENDUM #1
OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS
PREAWARD SOLICITATION PROVISIONS

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS)
(DESC JUL 2001)**

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

(1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.

(2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

(3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

(4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) **Exceptions.**

(i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

(ii) If the offeror does not take any exceptions, completion of blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(b) PAST PERFORMANCE SUBMISSION.

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment A). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 3 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

(2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

(DESC 52.215-9F76)

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**.

(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 (DEC 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 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)

L54 SITE VISIT (DESC OCT 1992)

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

L203 HAND-CARRIED 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/offers 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)

M19.02 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC APR 1984)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause.

(b) Increases or decreases in the reference price, to which offered prices are tied for escalation pursuant to the EPA clause, will be considered in the evaluation of offers up to the time of award, with or without notice of such changes from the offeror.

(c) Awards will be made on the basis of the unit prices offered, adjusted to reflect any changes in the latest available reference prices to the date of award. After award, all changes in offered prices shall be in accordance with the EPA clause of the contract.

(DESC 52.216-9F20)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C @60°F						
	Kg/m ³	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
<u>DIESEL FUELS</u>							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
<u>INTERMEDIATE FUEL OILS</u>							
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
<u>JET FUELS</u>							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)							
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE							
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
	FSII DIEGME	1.025	8.561

(DESC 52.215-9FA1)

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)

M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC JAN 2001)**(a) BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Past performance; and
 (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on pre-established standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

(b) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) EVALUATION OF PAST PERFORMANCE.

(1) The Government will evaluate, based on pre-established standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The sub-factors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(d) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and sub-factors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F75)

ADDENDUM #2
OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003)

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

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

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

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

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101,

Definitions.

(5) **Date of delivery** means--

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

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

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

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

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

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(Buyer - Check appropriate box and complete applicable blanks.)

The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

(i) The low price published in _____.
(name of publication)

(ii) The average of the prices published in **Platt's Monthly European Bulk Average Prices**.
(name of publication)

(iii) The established price posted by _____.
(name of company)

and published in _____.
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's pre-selected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **Contracting Officer** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

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

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **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 the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

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

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

- (1) Any applicable reference price is discontinued or its method of derivation is altered substantially;
- (2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;
- (3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or
- (4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions— the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

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

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

(j) **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.

(k) **TABLE.**

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of Jan 2004 as published 1 Feb 2004 ppl (exclude all taxes	*Maximum price payable under this contract (includes any tax included in the award price)
(Gasoline, Low Lead) 93	(ii)	Premium (0.15)G/L	CIF NEW Basis ARA	Cargoes	15.22	See paragraph (g) above
(Gasoline, Prem., Unleaded) 95	(ii)	Premium (0.15) G/L	CIF NEW Basis ARA	Cargoes	15.22	See paragraph (g) above
(Diesel) 97	(ii)	Gasoil EN 590	CIF NEW Basis ARA	Cargoes	19.53	See paragraph (g) above
(Kerosene) 99	(ii)	Jet Kero	CIF NEW Basis ARA	Cargoes	19.84	See paragraph (g) above

*Base reference prices were calculated by rounding final figures to two decimal places. The average exchange rate for January 2004 was \$1.8233 and the following conversion factors found in Clause M55 were used:

Gasoline	1342.46 liters per metric ton
Diesel/FO #2	1191.47 liters per metric ton
Kerosene	1226.69 liters per metric ton

- (i) The reference prices are the midpoint of Platt's monthly postings Cargoes CIF NEW Basis ARA expressed US \$ per metric ton. The posting for January of 2004 are as follows:

<u>Product</u>	<u>Platt's Reference</u>	<u>Low</u>	<u>Platt's Postings</u>	
			<u>High</u>	<u>Average</u>
Gasoline, Prem. Unleaded Gasoline, Low Lead	Premium 0.15 G/L	328.33	329.33	328.83
Diesel Fuel	Gasoil EN 590	293.54	294.54	294.04
Kerosene (Reg.)	Jet Kerosene	326.93	327.93	327.43

- (ii) The average exchange rate is the monthly average midpoint of the close of day exchange rates published in the London Financial Times. The average exchange rate for January of 2004 was \$1.8233 to one Pound Sterling.
- (iii) The conversion factors to be used in calculating prices are as follows:
- A = Gasoline (Low Lead and Premium Unleaded) = 1342.46
 B = Diesel Fuel = 1191.47
 C = Kerosene (Reg.) = 1226.69
 D = The average exchange rate as described above in paragraph (ii).
- (iv) Reference prices will be adjusted monthly based on the average for the preceding month. Price changes will be effective on the first day of each month and will be rounded to two decimal places. For all products the reference prices will be calculated as follows:

$$\frac{(\text{Mid-Point of Monthly Average Postings}) \times 100}{(\text{One of the Factors A through C}) \times D} =$$

EXAMPLE: For Diesel Fuel:

$$\frac{294.04 \times 100}{1191.47 \times 1.8233} = \frac{29,404}{2,172.41} = 13.54 \text{ PPL}$$

EXAMPLE: For Gasoline Low Lead and Gasoline Premium Unleaded:

$$\frac{328.83 \times 100}{1342.46 \times 1.8233} = \frac{32,883}{2,447.71} = 13.43 \text{ PPL}$$

EXAMPLE: For Kerosene:

$$\frac{327.43 \times 100}{1226.69 \times 1.8233} = \frac{32,743}{2,236.62} = 14.64 \text{ PPL}$$

- (v) Subsequent to notification by the contract of a price change, DESC-PEA will issue facsimile price change modifications to all paying offices in the United Kingdom and Germany. Payment of invoices is authorized and shall be made on the basis of said facsimile modification. A formal confirmation will be prepared and disseminated as soon as possible thereafter.

(DESC 52.216-9F24)

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).

TABLE 1

Lead Replacement (LRP) Gasoline supplied in the United Kingdom should conform to the following requirements:

<u>Characteristics</u>	<u>Limits</u>	<u>Test Method</u>
Appearance	Clear and Bright	Visual Inspection
RON, minimum	97	EN 25164
MON, minimum	86	EN 25163
Density at 15 deg C, kg/m ³	720-780	BS EN ISO 3675 or BS EN ISO 12185
Vapor Pressure at 37.8 deg C, kPa	45-80(s) 70-100 (w)	BS 2000-394 or EN 12
Distillation 70 deg C, v/v 100 deg C, v/v 180 deg C, min, v/v Final boiling point, max, deg C Residue, max, v/v	15-45(s);20-50(w) 40-65(s);43-70(w) 85 (s)(w) 215 (s)(w) 2 (s)(w)	BS 7392
VLI (10VP+7E70), max	1000(s);1250(w)	Calculation based on the vapor pressure and the 70 deg C distillation temperature
Copper Corrosion, 3 hr @ 50 deg C, max	1	BS EN ISO 2160
Sulfur, % (m/m), max	0.015% max	BS EN ISO 8754 or BS EN 24260
Existent gum, solvent washed mg/100 ml, max	5	BS EN 26246
Oxidation stability, minutes, min	360	BS EN ISO 7336
Lead, g/l, max	0.005	BS EN 237
Benzene, % (v/v), max	1.0	BS EN 238 or EN 12177
Oxygenates Methanol, stabilizing agent must be added Ethanol, stabilizing agent may be necessary Iso-propyl alcohol Tert-butyl alcohol Iso-butyl alcohol Esters containing 5 or more carbon atoms per molecule	3 (% v/v), max 5 (% v/v), max 10 (% v/v), max 7 (% v/v), max 10 (% v/v), max 15 (% v/v), max	EN 1601
Other Oxygenates as defined in Annex 1 of European Council Directive 98/70 dated October 13, 1998	10 (% v/v), max	EN 1601
Potassium, mg/kg*	8-20	
Manganese, mg/kg*	10-50	

Acidity: To adequately limit the acidity of the petrol, the acidity of fuel ethanol used as a blend stock shall not exceed 0.007% (as acetic acid) when tested in accordance with BS 6392: part I.

Water Tolerance: Given the known potential for some petrols to absorb water, suppliers shall ensure that no water separation occurs under the range of climatic conditions experienced in the United Kingdom. If there is a risk of water separation, anti-corrosion additives shall be incorporated. Lead replacement additive shall be intended to provide a degree of exhaust valve seat protection and intended for use in motor vehicles designed to operate on leaded petrol and dispensed through wide nozzles.

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC AUG 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 Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 2000.

(DESC 52.246-9FT1)

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

(a) **DEFINITION. Supplies**, as used in this clause, includes but are 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 re-inspection or retest necessary.

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

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

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

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

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

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

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

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is

DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 0906-5000

Phone: 49-611-380-7413/7541*

FAX: 49-611-380-7406*

*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 52.246-9F35)

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.

(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 re-performance 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)

F1.26 DELIVERY CONDITIONS FOR ALL ITEMS INCLUDING AUTOMATIC FILL-UP (DESC JAN 2004)

(a) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule by means of the transportation equipment specified in the Schedule. 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 delivery order.

(b) Unless otherwise specified in the Schedule, all deliveries 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 72 hours prior to the day so specified. Deliveries shall be made during normal business hours, 8 a.m. to 5 p.m., Monday through Friday.

(c) Unless otherwise stated in the Schedule, the Contractor shall not be required to deliver by road tanker a quantity less than 500 liters nor into more than one storage tank.

(d) Unless otherwise specified in the Schedule, delivery equipment shall include a minimum of 18 meters of hose for deliveries into base and AAFES storage and a minimum of 36 meters of hose for deliveries into housing storage.

(e) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within prescribed free time. Unless otherwise provided in the Schedule, free time for unloading delivery vehicles shall be unlimited.

(f) Title to supplies, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities.

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

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

(2) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made 24 hours a day, 7 days a week, or as otherwise specified by the Ordering Officer.

(3) The Contractor shall establish and maintain a delivery schedule which will ensure that the level of fuel in each tank at all times is never less than 30 percent of its capacity.

(4) Each invoice submitted to the Government for Automatic Fill-Up deliveries shall be accompanied by a record of the total quantity delivered for each item each day.

(h) All quantities of kerosene (UKK) and diesel fuel (UKD) will be marked to comply with HMS Customs and excise requirements regardless of intended use. Loading hatches on trucks delivering gasoline may be locked but not sealed. All other products may be delivered in trucks that are neither locked nor sealed. On all deliveries, the Contractor must provide a means for the receiving activity to determine quantity at destination.

(DESC 52.242-9FG1)

F1.27 DETERMINATION OF QUANTITY (PC&S) (UK) (DESC SEP 1984)

(a) Measurement of truck deliveries will be by dip stick in accordance with standard commercial practice in the United Kingdom. Dip stick and tank truck strapping tables will accompany vehicle. All fuels with the exception of fuel oil No. 6 (BS 2869, Class F) shall be loaded, delivered, and invoiced at ambient temperature. Fuel Oil No. 6 will be temperature corrected to 60°F and quantities invoiced accordingly.

(b) Since gauging techniques do not preclude obtaining quantity figures, at origin and destination, that differ slightly even though there has been no actual product loss or gain, net quantities shown on the shipping document will be accepted as the quantity received, provided that any difference between such quantity and that which may be determined by the Government at the destination does not exceed 1/2 of 1 percent. If the difference is greater than 1/2 of 1%, the quantity determined by the Government at the destination will be used.

(c) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be (1) the barrel of 42 U.S. gallons, (2) the gallon of 231 cubic inches, (3) the long ton of 2,240 pounds, (4) the pound of 16 ounces, (5) the metric ton of 2,204.6 pounds, (6) the imperial gallon of 277.42 cubic inches, or (7) the liter of 61.026 cubic inches.

(DESC 52.211-9FE1)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

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

(1) Ordering period begins: Date of Award and ends: 30 JUNE 2009.

(2) Delivery period begins: 01 JULY 2004 and ends: 30 days after end of ordering period.

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

(DESC 52.242-9F75)

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)

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
All Items	Will be identified in award documentation.	Will be identified in award documentation.

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

COMMANDER
U.S. ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND ARMY DEPOT
NEW CUMBERLAND, PA 17070-5008

HQ SAN ANTONIO ALC/SFRF
1014 BILLY MITCHELL BLVD
SUITE 1, BLDG 1621
KELLY AFB, TX 78241-5603

ATTN: DESC-PEA
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VA 22060-6222

NAVY PETROLEUM OFFICE
8725 JOHN J. KINGMAN ROAD, SUITE 3719
FORT BELVOIR, VA 22060-6224

(DESC 52.216-9FB1)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder 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 the 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.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(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 which 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, 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.

(DESC 52.247-9FG5)

F105 VARIATION IN QUANTITY (APR 1984)

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

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

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC 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)

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.

(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).
- (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)

G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) DESIGNATED OFFICE.

Name: DEFENSE ENERGY SUPPORT CENTER

Mailing Address: 8275 JOHN J KINGMAN ROAD
FORT BELVOIR, VA 22060-6222

Telephone Number(s): 703-767-9510; 703-767-9505 OR 703-767-8506 FAX

Person(s) to Contact: DAVID W. PETERSON OR SHARON A. WARD

Electronic Address: David.Peterson@dla.mil or Sharon.Ward@dla.mil
(FAR 52.232-35)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.
(DESC 52.232-9F50)

**G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION
(DESC DEC 2001)
APPLICABLE TO DoD ACTIVITIES ONLY.**

(a) **CONTRACTOR PASSWORD.** The Contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(es), phone and facsimile number(s) for all those individuals that may need to receive email notification of orders. The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

(b) PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's non-receipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) COMMERCIAL RECEIPTS.

(1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY

(PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;

- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

(2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with “NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE” where applicable.

(d) **PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE.** 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 of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The Contractor must insert the shipment date reflecting the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets from the terminal; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause.

(2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:

- (i) The commercial ticket number;
- (ii) The quantity indicated on the commercial receipt, (system will round quantity up or down), determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:

(i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature or it will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.

(ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.

(4) **AIR FORCE ONLY:** The Government’s Authorized Representative will either—

(i) Verify the invoiced amount and return an email message confirming the quantity invoiced. The Contractor will receive an email message from the activity that the invoiced amount has been confirmed; OR

(ii) Dispute the quantity being invoiced. Advise the Contractor by email of the reason (such as shipment date or quantity error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity’s notification. If the Contractor disagrees with the Activity’s notification of disagreement, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(iii) If any errors are discovered on the Contractor’s DD Form 250 after submission to the Activity, but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the “**Correct Submitted DD Form 250/invoice**” key and entering corrections of any prior errors. When submitted to the Activity for verification/confirmation, the DD Form 250/invoice document is automatically labeled with the words “**CORRECTED COPY.**” As in (d)(4)(i) and (ii) above, the Contractor is notified with automatic posting of the electronic transmission to the payment office.

(5) **OTHER DoD ONLY:** The Government’s Authorized Representative will either—

(i) Approve or accept the DD Form 250 document by electronic signature and submit the document via the PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR

(ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date or quantity error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity’s rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment

the Activity may proceed to change either the quantity or shipment date to that which the Activity had asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(iii) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(5)(ii) above) as soon as possible.

(iv) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words "**CORRECTED COPY.**" As in (d)(5)(i) and (ii) above, the Contractor is notified, with automatic posting of the electronic transmission to the payment office.

(6) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(7) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.

(8) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.**

(1) Use of PORTS, as described above, is required except in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) – ADDENDUM clause.

(2) In the event there is an interruption of PORTS service, fax/paper invoices may be submitted to DFAS Columbus only after the Contractor has contacted the DESC Contracting Officer and is given authorization to do so. A four-digit confirmation code will be provided by the DESC Contracting Officer and must be inserted (handwritten or typed) on each fax/paper invoice. DFAS Columbus will return any fax/paper invoice that does not contain the four-digit confirmation code. Fax/paper invoices must contain information required for a proper invoice per instructions contained in the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Once the difficulties with PORTS have been resolved, the Contractor must revert to using PORTS to invoice.

(f) **PAYMENT.**

(1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.

(2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/non-capitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FH6)

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)

(a) For purposes of this clause and the contract, "**shipment number**" for PC&S deliveries is defined as a seven position alphanumeric number.

(1) All invoices processed electronically using the PAPERLESS ORDERING RECEIPTS TRANSACTION SCREENS (PORTS) for PC&S deliveries will contain a Julian date shipment number. A Julian date is defined as **Position one (1) is the year and the last three (3) digits are the day of the year (i.e., 1159 represents June 8, 2001).** The electronic system will automatically generate the Julian date shipment number based on the date shipped inserted by the Contractor.

(i) The date shipped for all f.o.b. destination contract line items must be the date fuel was actually received by the activity. The date should never be the date the Contractor loaded its delivery conveyance unless the activity receives the product on the same day.

(ii) *For f.o.b. origin items, the Julian date shipment number will be the date the activity picked up product from the Contractor's f.o.b. origin point/terminal.*

(2) *All invoices processed manually must contain a Julian date shipment number based on the provisions stated in subparagraphs (i) and (ii) above.*

(b) The first three positions of the Julian date shipment number shall always consist of the alpha characters "PCS". The remaining four positions shall consist of the Julian date based on the provisions stated in subparagraphs (i) and (ii) above.

(c) The Contractor must identify the shipment number on each invoice submitted for payment. The **SAME** shipment number shall be used for multiple deliveries under the same contract line item on the same calendar day. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

G150.13 SUBMISSION OF INVOICES FOR PAYMENT (PC&S) (UK) (DESC DEC 1993)

(a) **INVOICES.** When the Contractor receives notice of a delivery, they will prepare a hard copy invoice in quadruplicate; the original will be marked **Copy 1**, and the three copies will be marked **Copy 2**, **Copy 3**, and **Copy 4**, respectively. By submission of an invoice for payment, the Contractor certifies that all delivery tickets supporting the subject invoice were signed by an authorized Government representative at the receiving location. Attached to and/or included on the invoice will be the following information:

- (1) Contract Number.
- (2) Contractor.
- (3) Delivery Date.
- (4) Product Name and Item Number.
- (5) Delivery Order Number.
- (6) Quantity in Liters.
- (7) Unit Price and Extended Total.
- (8) Total Pound Sterling Value of Invoice.
- (9) Delivery Ticket Number.
- (10) Affiliate Invoice Number, if applicable.

(b) **DELIVERY TICKETS.** The Contractor will prepare and each authorized Government representative at each receiving location will sign a Contractor delivery ticket at the time of delivery. The original delivery ticket will be given to the authorized Government representative at the time of delivery. The other copies will be retained by the Contractor (see (a) above and (b)(2) below). Contractor invoices shall be accepted and payment shall be processed without a signed delivery ticket attached to the invoice.

(1) For audit and control purposes, the Contractor will provide and deliver to DESC and/or the appropriate payment office, upon request, a copy of the signed delivery ticket. The copy can be a certified, legible copy of the delivery ticket if, pursuant to (2) below, the originals are stored on microfilm. Routine spot checks by the Government for purposes of random verification shall be limited to no more than 10 percent of the deliveries in any given month and shall list the invoice number, the invoice date, the delivery ticket number, and delivery date. Extensive verification checks not subject to the 10 percent delivery limitation may be requested on an exceptional basis. Government requests for the delivery tickets shall not delay the payment of any properly submitted invoice. The Contractor shall initiate retrieval of the requested forms within five working days of receipt of the request from either DESC or the paying office. Within 30 days of the request, the Contractor will either provide DESC/paying office with the requested forms or a status report of its efforts to retrieve the documents. If the Government requires a more detailed and complete audit, all requested forms shall be submitted within 30 days of the request. If the time-table cannot be met, the Contractor will notify DESC with a projected date as to when the forms will be forwarded.

(2) With regard to the un-requested delivery tickets, the Contractor agrees to retain either duplicate hard copies of microfilm copies of the delivery tickets for a period of six years and three months after the delivery. However, records pertaining to claims for or against the U.S. Government, investigations, or cases pending or in litigation shall be retained until final settlement or resolution.

(DESC 52.232-9FC5)

II.01-1 DEFINITIONS (DESC FEB 1998)

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

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

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

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

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

husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

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

(DESC 52.202-9F10)

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)

11.01-2 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)

11.04 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)

128.19 RELIEF FROM CUSTOMS DUTY (DESC JAN 2004)

(a) Pursuant to an agreement between the United States Government and Her Majesty's Customs and Excise, it is possible to obtain relief from customs duty on Motor Gasolines and Fuel Oils used in support of certain contracts. If vehicles and/or fuel oils are used in support of this contract, the Contractor will attempt to seek relief from customs duty in accordance with H.M. Customs Notice 431, "Visiting Forces." Contact the Customs and Excise National Advice Service to find out which Customs and Excise office will refund the duty.

(b) The amount of any rebate by H. M. Customs and excise will be paid in full to the U.S. Government. Checks will be made payable to "Treasury of the United States" and will be forwarded to "Accounting and Finance Office, RAF Mildenhall, APO AE 09127."

(DESC 52.229-9F55)

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

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

(b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

Tax and taxes, as used in this clause, 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, as used in this clause, 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, as used in this clause, 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, as used in this clause, 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, as used in this clause, 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)

I33 INTEREST (JUN 1996)

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

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

(1) The date fixed under this contract.

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

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

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

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

(FAR 52.232-17)

184 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(FAR 52.216-21)

186.06-1 DELIVERY-ORDER LIMITATIONS (PC&S) (UK) (DESC DEC 1993)

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(1) Any order for a single item for a single delivery point in excess of **20 percent of the estimated one-year requirement in any given month** (20 percent of 1/2 the total estimated award quantity in any given month); or

(2) Any order for a combination of items for single delivery point in excess of **20 percent of the total estimated one-year requirement of all the items in any given month** (20 percent of 1/2 the total estimated award quantity of all the items in any given month); or

(3) A series of orders from the same ordering office in the course of 30 days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

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

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two working days after verbal notification of an order or two working days after receipt of a written order, followed by the return of the written orders to the ordering office, that the Contractor does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FM1)

I179 ALLOCATION (DESC JUL 1995)

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

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

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

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

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

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

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

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

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity there-under, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

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)

I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

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 30 June 2009.

(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)

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