

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

1. SOLICITATION NUMBER

SP0600-00-R-0008-0001

2. (X one)

a. SEALED BID

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

Standard Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying OFFEROR SUBMISSION PACKAGE.

See the provision of this solicitation entitled "L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S)." Offers received after the offer closing date and time may be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above, and the date and local time set forth for offer closing. The offer package should be addressed to the following:

ATTN: Bid Custodian, DESC-CPC, Room 3815  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

DEFENSE ENERGY SUPPORT CENTER  
ATTN: DESC-PEC  
8725 JOHN J. KINGMAN ROAD SUITE 4950  
FT. BELVOIR, VA 22060-6222  
BUYERS/SYMBOL: JAMES SHILLINGFORD/DESC-PEC

PHONE: (703) 767-9545  
FAX: (703) 767-8506  
PURCHASE PROGRAM: 3.24  
WEB PAGE: [www.desc.dla.mil](http://www.desc.dla.mil)

4. ITEMS TO BE PURCHASED (Brief description)

Gasoline (722,000 USG), Distillates (2,851,000 USG), and Residuals (300,000 USG) for Military and Federal Civilian Agencies in the states of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Missouri, North Carolina and South Carolina. Ordering Period is from date of award through 31 March 2003. See Note after Clauses B1.01 and B1.01-2 to identify items taking exception to DOA.)

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_ % SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

**\*\*IMPORTANT INFORMATION\*\***

- A. This is a supplemental solicitation to Master Solicitation SP0600-00-R-0008. The Terms and conditions of Solicitation SP0600-00-R-0008 and Amendments 0001-0006 are hereby incorporated by reference into this solicitation, except as indicated herein.
- B. **CLOSING DATE:** The scheduled CLOSING DATE for receipt of offers is August 25, 2000 3:00 P.M. Local Time, Fort Belvoir, Virginia.
- C. **FACSIMILE PROPOSALS:** (offers) may be submitted in accordance with clause L2.11-3, FACSIMILE PROPOSALS- COMMERCIAL ITEMS. Submit all offers on the Price Data Sheet in the OFFER SUBMISSION PACKAGE. ALL OFFERS MUST BE SIGNED and/or completed in Blocks 30a, 30b, and 30c of the SF 1449.
- D. **AMENDMENTS** to the solicitation must be signed, dated, and returned with your offer. Failure to do so may result in a rejection of your offer.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

SHILLINGFORD, JAMES V.

b. ADDRESS (Including Zip Code)

Defense Energy Support Center, Attn: DESC-PEC

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-9545

8725 John J. Kingman Road, Suite 4950  
FT. Belvoir, Virginia, 22060-6222

|  |                                      |                                 |                             |
|--|--------------------------------------|---------------------------------|-----------------------------|
| <b>8. REASONS FOR NO RESPONSE (X all that apply)</b>   |                                      |                                 |                             |
| <input type="checkbox"/>   | a. CANNOT COMPLY WITH SPECIFICATIONS |                                 | <input type="checkbox"/>    |
| <input type="checkbox"/>   | c. UNABLE TO IDENTIFY THE ITEM(S)    |                                 | <input type="checkbox"/>    |
| <input type="checkbox"/>   | e. OTHER (Specify)                   |                                 | <input type="checkbox"/>    |
| <b>9. MAILING LIST INFORMATION (X one)</b>   |                                      |                                 |                             |
| <input type="checkbox"/>   | YES                                  | <input type="checkbox"/>        | NO                          |
| WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED. |                                      |                                 |                             |
| <b>10. RESPONDING FIRM</b>   |                                      |                                 |                             |
| a. COMPANY NAME  |                                      | b. ADDRESS (Including Zip Code) |                             |
| c. ACTION OFFICER  |                                      |                                 |                             |
| (1) Typed or Printed Name<br>(Last, First, Middle Initial)   | (2) Title                            | (3) Signature                   | (4) Date Signed<br>(YYMMDD) |

DD Form 1707 Reverse, MAR 90

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FROM

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AFFIX  
STAMP  
HERE

|                              |                |
|------------------------------|----------------|
| SOLICITATION NUMBER          |                |
| <b>SP0600-00-R-0008-0001</b> |                |
| DATE (YYMMDD)                | LOCAL TIME     |
| <b>000825</b>                | <b>3:00 PM</b> |

TO **Defense Energy Support Center  
Attn: DESC-CPC, SUITE 4950  
8725 John J. Kingman Road  
FT. Belvoir, VA 22060-6222**

- E. **PORTS LINE ITEM REQUIREMENTS:** Requirements for the Army, Navy and other DOD (not to include Air Force) have been solicited with provisions in place for implementing the Paperless Ordering & Receipt Transactions Screens (PORTS) Internet application. The following line items are *candidates* for “**PORTS**”: **005-83, 043-83, 058-83, 077-83, 142-24, 142-28, 238-13, 238-28, and 445-55**. If you are awarded an item designated as “**PORTS ACTIVE**” the use of the PORTS Internet application would be mandatory and the following PORTS Contract Clauses would apply:

- B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION)
- F20.02 AUTOMATIC FILL-UP PROVISIONS (PORTS INTERNET APPLICATIONS)
- G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS INTERNET APPLICATION)
- I1.03-8 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPPLICATION)
- I1.03-9 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION)-ADDENDUM

**PLEASE NOTE:** In the event that your company is awarded a contract, DESC will indicate on the award sheet whether or not the item is PORTS active. PORTS active items will incorporate the use of the PORTS clauses, while the non-PORTS items will incorporate the use of non-PORTS clauses. **It is DESC’s intention to convert all Army, Navy, and other DOD (not to include Air Force) non-PORTS items to PORTS items as soon as practical.** When an item that was initially awarded as a non-PORTS item is converted to a PORTS item, you will be notified in writing at least seven (7) days prior to the conversion. Once the item(s) is/are converted the relevant PORTS clauses will apply, and use of the PORTS Internet application will be mandatory. **DESC reserves the right to convert items from non-PORTS to PORTS items at anytime at no cost to the Government.**

- F. **CONTRACT TYPE:** This is a multiyear solicitation. Contracts awarded as a result of this solicitation will be “**REQUIREMENTS TYPE, FIXED PRICE, WITH ECONOMIC PRICE ADJUSTMENT**” contracts. Please refer to Clauses I84, REQUIREMENTS, and 186.03, DELIVERY ORDER LIMITATIONS.
- G. **ECONOMIC PRICE ADJUSTMENT and BASE REFERENCE:** The base reference date in Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S) will be May 8, 2000. The reference publication(s) will be identified in Clause B19.19 under Reference Price Listing and will be used as a basis for offers. Contract prices will change weekly based on changes in the reference publications; price changes are not based on product costs. After award, DESC will post updated weekly contract prices on the DESC homepage at <http://www.desc.dla.mil> under “Doing Business with DESC”. Specific regional information may be accessed at: <http://www.desc.dla.mil/main/p/grfuels/reg4.htm>.
- H. **NEW ECONOMIC PRICE ADJUSTMENT (EPA) ESCALATOR:** Some base reference prices for this solicitation are based on Axxis Petroleum, Inc. (AXXIS) THURSDAY’S PUBLISHED AVERAGE price for the city and product noted. The market areas and their corresponding escalation references (OPIS, PLATTS or AXXIS) are specified on pages 13-24 of this solicitation. AXXIS is totally automated and is available via e-mail, the Internet, facsimile, or hard copy. The web site is: <http://www.axxispetro.com>. The point of contact at AXXIS is Mr. Kirby Smith, 1-800-833-8870, ext. 20. The mailing address is AXXIS Petroleum, Inc., 1295 Bandana Boulevard, Suite 120, St. Paul, MN 55108-5116. If you contact AXXIS in reference to this solicitation, mention that you are requesting pricing data for DESC.

- I. SUSPENSION OF THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESSES:** In accordance with Subsection 2323(e) of Title 10, United States Code (USC), as amended by Section 801 of the Strom Thurmond National Defense Authorization Act for Fiscal Year 1999 and Office of the Under Secretary of Defense (OUSD) letter DP (DAR) dated January 25, 1999, the use of the SDB price evaluation adjustment under this solicitation is suspended for DoD. This suspension has been extended effective February 24, 2000, and shall be effective for 1 year.
- J. QUESTIONS ON SMALL BUSINESS:** Please direct any questions regarding Small Business, Small Disadvantaged Business, or HUBZones to KATHY WILLIAMS of the DESC Small Business Office at (800) 523-2601 or (703) 767-9400.
- K. CENTRAL CONTRACTOR REGISTRATION (CCR):** is required prior to contract award in accordance with the Department of Defense (DoD) Federal Acquisition Regulations (DFARS) 252.204-7004. This regulation is incorporated by reference under Clause 11.20, CLAUSE INCORPORATED BY REFERENCE. All CCR registrants are validated through the CAGE system (see next paragraph for more information). If you already have a CAGE code you may register via the Web at <http://www.dlis.dla.mil/ccr>. If you do not have a CAGE code you may register via the Web at <http://www.ccr.dlsc.dla.mil> or by telephone at 1-888-227-2423.
- L. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of SF 1449, in the space marked "Facility Code." If you have a current Government Contract and do not know what your CAGE code is, you may contact Walt Baker via E-mail at: [wbaker@dlsc.dla.mil](mailto:wbaker@dlsc.dla.mil) or call (616) 961-4220. If you have not been assigned a CAGE code, insert the word "None" in the block.
- M. DUNS NUMBER:** Include your Data Universal Numbering System Number on the cover sheet of your offer.
- N. GASOHOL/GASOLINE ITEMS:** Gasohol, Gasoline items being solicited as alternative items, and the quantity is annotated by the gasohol item. Please note that under each activity in the schedule, all alternate gasoline items (product codes 26, 27, and 28), are listed after its equivalent gasohol item. The award will be only for one product (gasohol or gasoline) and will be made at the overall lowest cost to the government. Gasohol cannot be substituted for gasoline or vice versa. The product awarded "gasohol or gasoline" will be delivered for the entire contract performance period. The term "gasohol" does not mean, "Oxygenated Gasoline."
- O. TAX INFORMATION:**
- |                 |  |
|-----------------|--|
| <b>I28.01</b>   | <b>FEDERAL, STATE, LOCAL TAXES (DEVIATION)</b>                           |
| <b>I28.02-2</b> | <b>FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE</b> |
| <b>I28.03-2</b> | <b>TAX EXEMPTION CERTIFICATES</b>  |

**Please note that it is the offerors' responsibility to ensure all applicable taxes and fees are included in or excluded from their offered prices, as appropriate.**

- DO NOT INCLUDE any Federal Excise Taxes (FET) for gasoline, undyed diesel fuel, or undyed kerosene in your price. Sales to the National Guard and some universities are exempt from FET. FET/Federal Leaking Underground Storage Tank Tax (LUSTT) for all other sales should be listed as a separate line item on the contractor's invoice.

- INCLUDE any applicable state or local storage tank, water quality taxes, coastal protection taxes, underground storage tank, environmental, pollution, or inspection fees in the unit price.

NOTE: The Mississippi Environmental Protection fee of \$0.004 per gallon was rescinded, effective 1 Oct 99.

- P. OFFER SUBMISSION PACKAGE (OSP):** Please complete and submit an original OSP, Price Data Sheets, and other required forms in their entirety as your offer. All clauses and all sheets in the Offer Submission Package should be carefully reviewed. Be sure to sign and complete Blocks 30a, 30b, and 30c of Standard Form (SF) 1449 of the OSP package. Please keep a Solicitation Package and a copy of the OSP for your records.
- Q. If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list,** this form must be returned to DESC within 30 days after the opening date of the solicitation. Failure to respond within this time frame may result in automatic removal from the mailing list.
- R. ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.**

**S. POINTS OF CONTACT:**

**Small Business Information:**

Kathy Williams  
(703) 767-9400  
[kwilliams@desc.dla.mil](mailto:kwilliams@desc.dla.mil)

**Solicitation Points of Contact:**

Mark Jones  
Contracting Officer  
(703) 767-9520  
[majones@desc.dla.mil](mailto:majones@desc.dla.mil)

James V. Shillingford  
Contract Specialists  
(703) 767-9545  
[jshillingford@desc.dla.mil](mailto:jshillingford@desc.dla.mil)

**DESC-P Webmasters:** Sandra Shepherd at [sshepherd@desc.dla.mil](mailto:sshepherd@desc.dla.mil) and Theodore Jones at [tjones@desc.dla.mil](mailto:tjones@desc.dla.mil)

**DESC-P PORTS Points of Contact:** Christine Owens at [cowens@desc.dla.mil](mailto:cowens@desc.dla.mil) and Patricia Johnson at [pjohnson@desc.dla.mil](mailto:pjohnson@desc.dla.mil).

- T. EMERGENCY CONTACT POINT:** For emergency situations during non-duty hours contact:

**OPERATIONS CENTER  
CONTINGENCY PLANS AND OPERATIONS DIVISION  
(703) 676-8420 OR (800) TOPOFF**

- U. CLAUSE CHANGES/UPDATES:** There have been various changes to the clauses contained in the Master Solicitation SP0600-00-R-0008 and incorporated by reference in this solicitation. These changes are identified below and contained in full text in this solicitation.

(2) The following clauses are hereby revised:

|          |  |
|----------|--|
| C16.69   | FUEL SPECIFICATIONS (PC&S) (DESC MAR 2000)   |
| E1       | CONTRACTOR INSPECTION RESPONSIBILITIES (DESC DEC 1999)   |
| E35.02   | REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)  |
| F1.09-2  | DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)   |
| G9.06    | ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)   |
| G9.07    | ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2000)   |
| G150.06  | SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2000)   |
| G150.11  | SUBMISSION OF INVOICES BY FACSIMILE (DESC MAR 2000)  |
| L2.05-5  | INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC FEB 2000)   |
| I1.04    | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2000)                                     |
| I1.05    | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000) |
| I28.02-2 | FEDERAL, STATE, AND LOCAL TAXES/FEEES EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)   |
| M63.01   | EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)  |

(3) The following clause is hereby added:

|       |  |
|-------|--|
| B1.01 | SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999) |
|-------|--|

|  |  |   |  |   |  |   |  |
|--|--|---|--|---|--|---|--|
| SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30   |  |   |  | 1. REQUISITION NUMBER<br><b>SP0600-00-0302/0303</b>   |  | <b>PAGE 1 OF 48</b>   |  |
| 2. CONTRACT NUMBER   |  | 3. AWARD/EFFECTIVE DATE<br><b>See Block 31C</b>   |  | 4. ORDER NUMBER   |  | 5. SOLICITATION NUMBER<br><b>SP0600-00-R-0008-0001</b>  |  |
| 7. FOR SOLICITATION INFORMATION CALL:<br><br><b>⇒⇒</b>   |  | a. NAME<br><br><b>JAMES V. SHILLINGFORD</b>   |  | b. TELEPHONE NUMBER<br>(no collect calls)<br><b>(703) 767-9545</b><br><b>FAX: (703) 767-8506</b>  |  | 6. SOLICITATION ISSUE DATE<br><br><b>26 JULY 2000</b>   |  |
| 8. OFFER DUE DATE/LOCAL TIME<br><br><b>25 AUGUST 2000, 3:00 PM</b><br><b>Fort Belvoir, VA</b>  |  | 9. ISSUED BY<br>CODE<br><br><b>SP0600</b>   |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br>SET ASIDE % FOR<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV BUSINESS<br><input type="checkbox"/> 8(A)<br><br><b>SIC: 5172</b><br><br><b>SIZE STANDARD: 500</b> |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS<br><br>MARKED<br><input type="checkbox"/> SEE SCHEDULE                         |  |
| 12. DISCOUNT TERMS   |  | 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)   |  | 13b. RATING   |  | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |  |
| 15. DELIVER TO<br>CODE<br><br><b>SEE SCHEDULE</b>  |  |   |  | 16. ADMINISTERED BY<br>CODE<br><br><b>SEE BLOCK 9</b>   |  |   |  |
| 17a. CONTRACTOR/OFFEROR BIDDER CODE  |  | FACILITY CODE   |  | CAGE CODE   |  | 18a. PAYMENT WILL BE MADE BY<br>CODE  |  |
| TELEPHONE NO.  |  | FAX NO:   |  | 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  |  |
|  |  | <b>The Schedule is shown on the SF 1449 Continuation Sheet</b><br>(Attach additional Sheets as Necessary) |  |   |  | 23. UNIT PRICE<br><b>SEE ATTACHED</b>   |  |
|  |  |   |  |   |  | 24. AMOUNT<br><b>SEE ATTACHED</b>   |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br><b>TO BE CITED ON EACH DELIVERY ORDER</b>   |  |   |  |   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br><b>EST. \$</b>   |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.<br><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 checked="" type="checkbox"/> ARE NOT ATTACHED. |  |   |  |   |  |   |  |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 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<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED   |  |   |  | 33. SHIP NUMBER<br><br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL   |  | 34. VOUCHER NUMBER  |  |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  |  |   |  | 32c. DATE   |  | 35. AMOUNT VERIFIED CORRECT FOR   |  |
| 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |  |   |  | 37. CHECK NUMBER  |  | 38. S/R ACCOUNT NO.   |  |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  |  |   |  | 39. S/R VOUCHER NO.   |  | 40. PAID BY   |  |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |  |   |  | 41c. DATE   |  | 42a. RECEIVED BY (Print)  |  |
|  |  |   |  | 42b. RECEIVED AT (Location)   |  |   |  |
|  |  |   |  | 42c. DATE REC'D (YY/MM/DD)  |  | 42d. TOTAL CONTAINERS   |  |

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**REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES****PREAWARD**

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**POSTAWARD**

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**ADDENDUM #1****PREAWARD SOLICITATION PROVISIONS**

|        |   |    |
|--------|---|----|
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**LIST OF ATTACHMENTS**

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

|                                     |  |                |
|-------------------------------------|--|----------------|
| <input checked="" type="checkbox"/> | DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS                   | COVER SHEET    |
| <input checked="" type="checkbox"/> | SF FORM 1449, SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS | PAGE 1         |
| <input checked="" type="checkbox"/> | OFFEROR SUBMISSION PACKAGE   | SEPARATE COVER |
| <input checked="" type="checkbox"/> | BASE REFERENCE PRICES  | ATTACHED       |

**ADDENDUM #2****OTHER REGULATORY AND LOCAL CLAUSES  
POSTAWARD AND CONTRACT CLAUSES**

|        |  |    |
|--------|--|----|
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|           |   |    |
|-----------|---|----|
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| I28.02-02 | FEDERAL, STATE, AND LOCAL TAXES/FEEES EXCLUDED FROM CONTRACT PRICE<br>(DESC MAR 2000) | 47 |

**CONTINUATION OF STANDARD FORM 1449****B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)**

(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) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 4) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government.

(DESC 52.207-9F45)

**NOTE:** The following items are extended until 30 September 2000: 850-34; 865-34; 900-34; 941-08; 941-12; 941-13; 942-13; 955-13; 955-28; B95-462; C09-94; D40-28; D40-68; G27-70; G93-68; J65-27; K10-68; K10-70; K55-08; K55-68; K59-68; L22-28; L61-46; L70-46; M05-28. The ordering and delivery periods for these items will be either 1 October 2000 or the date of award, whichever is later.

**See list of supplies to be furnished on following pages**







ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF FLORIDA  
-----

OKEECHOBEE,  
FL, DI, BIA, SEMINOLE AGENCY, BRIGHTON RES, 16 MI WEST  
ON STATE ROAD 70 AND 6 MI SOUTH ON STATE ROAD 721  
GLADES COUNTY  
DELIVERY FEDAAC: 144200  
ORDERING OFFICE: 863-983-6939

E80-68 DIESEL FUEL #2, LOW SULF (LS2) 60,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
1/1,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE

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TALLAHASSEE  
FL, DJ, BOP, FED CORRECTIONAL INSTITUTION  
LEON COUNTY  
DELIVERY FEDAAC: 154204  
ORDERING OFFICE: 850-876-2173 EXT 1282

F42-94 DIESEL FUEL, LS#2 (DYED) (LSS) 36,000 GL

TANK WAGON (TW), INTO  
1/2,500 GALLON TANK  
1/1,000 GALLON TANK  
1/500 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE

-----  
STATE OF GEORGIA  
-----

MOODY AFB,  
GA, USAF, ACC, 347 FW, STATE HWY 125  
LOWNDES COUNTY  
DELIVERY DODAAC: FP4830  
ORDERING OFFICE: 912-257-3210/1931

865-34 DIESEL FUEL #2 (DF2) 295,000 GL

TANK WAGON (TW), INTO  
5/10,000 GALLON TANKS  
1/6,000 GALLON TANK  
1/5,180 GALLON TANK  
1/5,000 GALLON TANK  
3/4,000 GALLON TANKS  
1/3,500 GALLON TANK  
1/3,000 GALLON TANK  
3/2,500 GALLON TANKS  
2/2,005 GALLON TANKS  
10/2,000 GALLON TANKS  
1/1,600 GALLON TANK

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF GEORGIA  
-----

(CONT'D)

865-34 DIESEL FUEL #2 (DF2) 295,000 GL

1/1,200 GALLON TANK  
2/1,012 GALLON TANKS  
19/1,000 GALLON TANKS  
1/825 GALLON TANK  
1/580 GALLON TANK  
2/560 GALLON TANKS  
19/550 GALLON TANKS  
7/500 GALLON TANKS  
28/275 GALLON TANKS  
15/1,500 GALLON TANKS  
1/1,480 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
AUTOMATIC FILL

\*\*\*\*\*

ATHENS,  
GA, DA, AGRI RESEARCH SERVICE, COLLEGE STATION ROAD  
CLARKE COUNTY  
DELIVERY FEDAAC: 1243YK  
ORDERING OFFICE: 706-546-3025

G10-24 GASOHOL, REG UNL (GUR) 12,000 GL

TANK WAGON (TW), INTO  
1/550 GALLON TANK AT SE POULTRY RES LAB, 1 MI EAST  
1/1,000 GALLON TANK AT RUSSELL RES CENTER, 1 MI EAST  
ANTICIPATE 50% ON HIGHWAY USE

G10-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
1/550 GALLON TANK AT SE POULTRY RES LAB, 1 MI EAST  
1/1,000 GALLON TANK AT RUSSELL RES CENTER, 1 MI EAST  
ANTICIPATE 50% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
G10-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

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ATLANTA,  
GA, DJ, BUR OF PRISONS, US PENITENTIARY, 601 MCDONOUGH BLVD SE  
FULTON COUNTY  
DELIVERY FEDAAC: 154302  
ORDERING OFFICE: 404-622-6241 EXT 218

G15-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), INTO  
1/3,000 GALLON TANK LOC (GARAGE)  
ANTICIPATE 50% ON HIGHWAY USE



ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF GEORGIA  
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GLYNCO,  
GA, TD, FED LAW ENFORCEMENT TRAINING CENTER  
GLYNN COUNTY  
DELIVERY FEDAAC: 204383  
ORDERING OFFICE: 912-267-2239

G55-46 FUEL OIL, BURNER #2 (FS2) 60,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
2/15,000 GALLON TANKS  
1/8,000 GALLON TANK  
1/6,000 GALLON TANK  
1/3,750 GALLON TANK  
1/3,000 GALLON TANK  
4/2,000 GALLON TANKS  
2/1,000 GALLON TANKS

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THOMASVILLE,  
GA, FEMA, FED CENTER, SOUTH ON ROUTE 319, LEFT ON PINETREE BLVD, 2.5  
MI TO CENTER  
THOMAS COUNTY  
DELIVERY FEDAAC: 584307  
ORDERING OFFICE: 540-542-2304

G93-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

TANK WAGON (TW), INTO  
1/4,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1500  
ESCORT REQUIRED

-----  
STATE OF MISSISSIPPI  
-----

COLUMBUS AFB,  
MS, USAF, AETC, 14 LS, U.S. HWY 45 NORTH  
LOWNDES COUNTY  
DELIVERY DODAAC: FP3022  
ORDERING OFFICE: 601-434-7761

900-34 DIESEL FUEL #2 (DF2) 50,000 GL

TANK WAGON (TW), W/1-1/2 INCH  
QUICK DISCONNECTING CAMLOCK INTO  
1/6,000 GALLON TANK  
1/500 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1615  
DRIVER CALL EXT 7390 PRIOR TO DELIVERY

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF MISSISSIPPI  
-----

MERIDIAN,  
MS, USAF, ANG, 186 ARW, KEY FIELD, I-20 & I-59,  
US HWY 11 SOUTH TO M ST  
LAUDERDALE COUNTY  
DELIVERY DODAAC: FP6241  
ORDERING OFFICE: 601-484-9227/9531

920-13 DIESEL FUEL #2 (DL2) 75,000 GL

TANK WAGON (TW), INTO  
3/1,200 GALLON TANK(S) BLDG 125  
1/6,000 GALLON TANK BLDG 65  
ANTICIPATE 75% ON HIGHWAY USE

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OCEAN SPRINGS,  
MS, DI, NATIONAL PARK SERVICE, GULF ISLANDS NATIONAL SEASHORE, DAVIS  
BAYOU BOAT DOCK AREA, FT OF HANLEY RD, 3500 PARK RD  
JACKSON COUNTY  
DELIVERY FEDAAC: 144435  
ORDERING OFFICE: 601-875-9057

J65-27 GASOLINE, PREM UNL (MUP) 30,000 GL  
MINIMUM OCTANE RATING 93.00

TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE

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SSC,  
MS, NASA, JOHN C. STENNIS SPACE CENTER, 20 MI NORTH  
HANCOCK COUNTY  
DELIVERY FEDAAC: 804412  
ORDERING OFFICE: 601-688-3681

J85-24 GASOHOL, REG UNL (GUR) 138,000 GL

TANK WAGON (TW), INTO  
2/5,000 GALLON TANKS  
ANTICIPATE 6% ON HIGHWAY USE

J85-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
2/5,000 GALLON TANKS  
ANTICIPATE 6% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
J85-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF MISSISSIPPI  
-----

YAZOO CITY  
MS, DJ, FED CORRECTIONAL INSTITUTION YAZOO UNICOR, 2225 HALEY BARBOUR  
PARKWAY  
YAZOO COUNTY  
DELIVERY FEDAAC: 154450  
ORDERING OFFICE: 601-751-4800 EXT 5939

J99-68 DIESEL FUEL #2, LOW SULF (LS2) 6,000 GL

TANK WAGON (TW), INTO  
1/20,000 GALLON BELOW GROUND TANK  
1/6,000 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1430 CENTRAL TIME

-----  
STATE OF MISSOURI  
-----

ST LOUIS,  
MO, USAF, ANG, 131FW, LAMBERT, ST. LOUIS INTERNATIONAL  
AIRPORT, (ANG BASE), 10800 NATURAL BRIDGE RD  
ST LOUIS COUNTY  
DELIVERY DODAAC: FP6251  
ORDERING OFFICE: 314-263-6376

941-08 RFG REGULAR UNLEADED (MRR) 17,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S) AT BLDG 209  
ANTICIPATE 20% ON HIGHWAY USE

941-12 DIESEL FUEL #1 (DL1) 24,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S) AT BLDG 209  
ANTICIPATE 5% ON HIGHWAY USE  
DELIVERY: OCTOBER-MARCH

941-13 DIESEL FUEL #2 (DL2) 36,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 5% ON HIGHWAY USE  
DELIVERY: APRIL-SEPTEMBER

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF MISSOURI  
-----

ST LOUIS,  
MO, USAF, ANG, 157 TCG, JEFFERSON BARRACKS, 5 MI SOUTH OF ST. LOUIS  
CITY LIMITS, 1 MI OFF TR I-55 TO GRANT RD, (F/131FW)  
ST LOUIS COUNTY  
DELIVERY DODAAC: FP6251  
ORDERING OFFICE: 314-263-6376

942-13 DIESEL FUEL #2 (DL2) 33,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON TANK  
ANTICIPATE 5% ON HIGHWAY USE

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HAZELWOOD,  
MO, USPS, ST. LOUIS BULK MAIL CT, 5800 PHANTON DR, 63042-2487  
ST. LOUIS COUNTY  
DELIVERY FEDAAC: 186M33  
ORDERING OFFICE: 314-895-9271

K10-68 DIESEL FUEL #2, LOW SULF (LS2) 114,000 GL

TANK WAGON (TW), INTO  
1/4,000 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE

K10-70 DIESEL FUEL #2, HIGH SUL (HS2) 9,000 GL

TANK WAGON (TW), INTO  
1/4,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE

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KANSAS CITY,  
MO, VA, MED CTR, 4801 LINWOOD BLVD  
JACKSON COUNTY  
DELIVERY FEDAAC: 360589  
ORDERING OFFICE: 816-861-4700 EXT 3596

K23-24 GASOHOL, REG UNL (GUR) 15,000 GL

TANK WAGON (TW), INTO  
1/400 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE

K23-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
1/400 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
K23-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

| ITEM<br>NUMBER |  | ESTIMATED<br>QUANTITY UI |
|----------------|--|--------------------------|
|----------------|--|--------------------------|

-----  
STATE OF MISSOURI  
-----

(CONT'D)

|        |                                 |       |    |
|--------|---------------------------------|-------|----|
| K23-88 | DIESEL FUEL, LS #1 (DYED) (LSW) | 2,925 | GL |
|--------|---------------------------------|-------|----|

TANK WAGON (TW), INTO  
1/400 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY: OCT-APR

|        |                                |       |    |
|--------|--------------------------------|-------|----|
| K23-94 | DIESEL FUEL, LS#2 (DYED) (LSS) | 2,075 | GL |
|--------|--------------------------------|-------|----|

TANK WAGON (TW), INTO  
1/400 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY: MAY-SEP

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ST LOUIS,  
MO, VA, JEFFERSON BARRACKS, NATIONAL CEMETERY, 2900 SHERIDAN, ST.  
LOUIS, MO 63125  
INDEPENDENT CITY  
DELIVERY FEDAAC: 3664X0  
ORDERING OFFICE: 314-260-8720

|        |                            |        |    |
|--------|----------------------------|--------|----|
| K55-08 | RFG REGULAR UNLEADED (MRR) | 42,000 | GL |
|--------|----------------------------|--------|----|

TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 15% ON HIGHWAY USE

|        |                                |        |    |
|--------|--------------------------------|--------|----|
| K55-68 | DIESEL FUEL #2, LOW SULF (LS2) | 78,000 | GL |
|--------|--------------------------------|--------|----|

TANK WAGON (TW), INTO  
1/2,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 15% ON HIGHWAY USE

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ST LOUIS,  
MO, VA, JEFFERSON BARRACKS, BUILDING 8,  
I-270 SOUTH, 3.4 MI EAST OF I-55-270 JCT  
INDEPENDENT CITY  
DELIVERY FEDAAC: 366406  
ORDERING OFFICE: 314-894-4641

|        |                                |        |    |
|--------|--------------------------------|--------|----|
| K59-68 | DIESEL FUEL #2, LOW SULF (LS2) | 50,000 | GL |
|--------|--------------------------------|--------|----|

TANK WAGON (TW), INTO  
1/2,500 GALLON TANK  
1/2,000 GALLON TANK  
4/1,000 GALLON TANKS  
1/540 GALLON TANK  
1/150 GALLON TANK  
AT BUILDINGS 1, 5, 50, 51, 52, 53 & 70  
ANTICIPATE 20% ON HIGHWAY USE





ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

SEYMOUR-JOHNSON AFB,  
NC, USAF, ACC, 4WG, US HWY 70  
WAYNE COUNTY  
DELIVERY DODAAC: FP4809  
ORDERING OFFICE: 919-722-5405/5410

965-461 FUEL OIL, BURNER #2 (FS2) 420,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
1/30,000 GALLON TANK  
1/10,000 GALLON TANK  
1/6,000 GALLON TANK  
1/5,000 GALLON TANK  
1/4,000 GALLON TANK  
4/3,000 GALLON TANKS  
7/2,000 GALLON TANKS  
3/1,500 GALLON TANKS  
7/1,000 GALLON TANKS  
1/750 GALLON TANK  
4/550 GALLON TANKS  
3/500 GALLON TANKS

DELIVERY VEHICLES MUST REPORT TO BLDG 3402 (FUELS  
STORAGE OFFICE) PRIOR TO ANY DELIVERIES. ALL  
PETROLEUM VEHICLES MUST ENTER AND EXIT THROUGH  
SLOCUMB ST GATE (GATE 2).

\*\*\*\*\*

ATLANTIC BEACH,  
NC, DT, USCG, FT. MACON CG BASE, (F/5TH USCG DIST)  
CARTERET COUNTY  
DELIVERY FEDAAC: Z36234  
ORDERING OFFICE: 252-247-4558

L10-46 FUEL OIL, BURNER #2 (FS2) 10,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
2/1,000 GALLON TANKS  
1/500 GALLON TANK

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BUXTON  
NC, DI, NATL PARK SRVC, CAPE HATTERAS NATL SEASHORE  
DARE COUNTY  
DELIVERY FEDAAC: 14451A  
ORDERING OFFICE: 919-473-2111 EXT 129

L22-24 GASOHOL, REG UNL (GUR) 45,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
ANTICIPATE 90% ON HIGHWAY USE





ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

LAUREL SPRINGS,  
NC, DI, NPS, BLUE RIDGE PKWY, BLUFFS MAINT AREA, 2.5 MI N ON PKWY  
FROM JCT HWY 18 & PKWY, NEAR LAUREL SPRINGS  
ALLEGHANY COUNTY  
DELIVERY FEDAAC: 144571  
ORDERING OFFICE: 910-372-8867/704-259-0742

L95-24 GASOHOL, REG UNL (GUR) 30,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON ABOVE GROUND TANK(S)  
1/1,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE

L95-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON ABOVE GROUND TANK(S)  
1/1,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
L95-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

\*\*\*\*\*

NAGS HEAD,  
NC, DI, NATL PARK SVC, BODIE ISLAND, 3 MI S OF STATE HWY 12  
DARE COUNTY  
DELIVERY FEDAAC: 14451A  
ORDERING OFFICE: 919-473-2111 EXT 129

M05-28 GASOLINE, REG UNL (MUR) 60,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON TANK  
ANTICIPATE 90% ON HIGHWAY USE

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RESEARCH TRIANGLE PARK  
NC, HHS, NATL INST OF ENVIRONMENTAL HEALTH SCIENCES  
DURHAM COUNTY  
DELIVERY FEDAAC: 754529  
ORDERING OFFICE: 919-541-3301

M25-682 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

TANK WAGON (TW), INTO  
1/10,000 GALLON TANK AT BLDG AREA 1 - EPA CAMPUS  
1/10,000 GALLON TANK AT BLDG AREA 5 - EPA CAMPUS  
1/5,000 GALLON TANK AT BLDG 101 F-MOD SOUTH CAMPUS  
1/300 GALLON TANK AT BLDG 102 SOUTH CAMPUS  
ANTICIPATE 0% ON HIGHWAY USE  
METERED DELIVERY TICKETS REQUIRED.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

WRIGHTSVILLE BEACH  
NC, DT, USCG STATION, 912 WATER ST  
NEW HANOVER COUNTY  
DELIVERY FEDAAC: Z30860  
ORDERING OFFICE: 910-256-2615/4224

M85-70 DIESEL FUEL #2, HIGH SUL (HS2) 72,000 GL

TANK WAGON (TW), INTO  
1/1,000 GALLON ABOVE GROUND TANK(S)  
1/2,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1700  
IN EMERGENCY SITUATIONS, FUEL MUST BE DELIVERED  
WITHIN 24 HOURS OF NOTIFICATION.

-----  
STATE OF SOUTH CAROLINA  
-----

CHARLESTON,  
SC, DOC, SE FISHERIES CTR, 217 FT JOHNSON RD  
CHARLESTON COUNTY  
DELIVERY FEDAAC: 134623  
ORDERING OFFICE: 803-762-8563

N16-94 DIESEL FUEL, LS#2 (DYED) (LSS) 5,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
1/15,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
NOTE: FOR EMERGENCY DIESEL GENERATORS.

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EDGEFIELD  
SC, DJ, FED CORRECTIONAL INSTITUTION, 501 GARY HILL ROAD  
EDGEFIELD COUNTY  
DELIVERY FEDAAC: 154653  
ORDERING OFFICE: 803-637-1339

N24-24 GASOHOL, REG UNL (GUR) 72,000 GL

TANK WAGON (TW), INTO  
1/6,000 GALLON BELOW GROUND TANK  
ANTICIPATE 5% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1530, MONDAY THRU FRIDAY

N24-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
1/6,000 GALLON BELOW GROUND TANK  
ANTICIPATE 5% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1530, MONDAY THRU FRIDAY  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
N24-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

(CONT'D)

N24-46 FUEL OIL, BURNER #2 (FS2) 20,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
2/12,000 GALLON BELOW GROUND TANK(S)  
DELIVERY HOURS: 0700-1530, MONDAY THRU FRIDAY

N24-70 DIESEL FUEL #2, HIGH SUL (HS2)(RED DYED) 20,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
1/10,000 GALLON BELOW GROUND TANK  
1/2,500 GALLON BELOW GROUND TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1530, MONDAY THRU FRIDAY

**B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)**

(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) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) 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.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 4) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(DESC 52.207-9F00)

**NOTE:** The following items are extended until 30 September 2000: 005-83; 043-83; 153-34; 290-13; 300-13; 310-13; 320-28; 347-13; 371-13; 376-13; 392-13; 394-13; 423-13; 445-55. The ordering and delivery periods for these items will be either 1 October 2000 or the date of award, whichever is later.

**See list of supplies to be furnished on following pages**

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF ALABAMA  
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BIRMINGHAM

AL, ARMY, NG, OMS 11, 5268 57TH ST NORTH, AIRPORT HILLS (F/USPFO AL)  
JEFFERSON COUNTY

DELIVERY DODAAC: W31TD9  
BILLING DODAAC: W31LPY  
ORDERING OFFICE: 334-271-7327  
ORDERING DODAAC: W31LPY

005-83 DIESEL FUEL #2, (DYED) (DLS) 36,000 GL

TANK WAGON (TW), INTO  
1/4,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY HOURS: 0830-1600, TUES-FRI

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FT DEPOSIT,  
AL, ARMY, NG, 781ST TRANS CO, 402 GREENVILLE ST (F/USPFO AL)  
LOWNDES COUNTY

DELIVERY DODAAC: W31JV2  
BILLING DODAAC: W31LPY  
ORDERING OFFICE: 334-271-7327  
ORDERING DODAAC: W31LPY

043-83 DIESEL FUEL #2, (DYED) (DLS) 45,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON TANKER(S)  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1730, TUES-FRI

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GADSDEN,  
AL, ARMY, NG, HHC, 1/152D AR, 5323 AIRPORT RD (F/USPFO AL)  
ETOWAH COUNTY

DELIVERY DODAAC: W31LM0  
BILLING DODAAC: W31LPY  
ORDERING OFFICE: 334-271-7327  
ORDERING DODAAC: W31LPY

058-83 DIESEL FUEL #2, (DYED) (DLS) 80,000 GL

TANK WAGON (TW), INTO  
5/2,500 GALLON HEMTT TANKER(S)  
ANTICIPATE 18% ON HIGHWAY USE

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF ALABAMA  
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MOBILE,  
AL, ARMY, NG, HHC, 711TH SIG BN, 1620 SOUTH BROAD ST (F/USPFO AL)  
MOBILE COUNTY  
DELIVERY DODAAC: W31LNS  
BILLING DODAAC: W31LPY  
ORDERING OFFICE: 334-271-7327  
ORDERING DODAAC: W31LPY

077-83 DIESEL FUEL #2, (DYED) (DLS) 78,000 GL

TANK WAGON (TW), INTO  
1/1,200 GALLON TANKER(S)  
3/1,000 GALLON TANK AND PUMP UNIT(S)  
ANTICIPATE 70% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1730, TUES-FRI

-----  
STATE OF ARKANSAS  
-----

DARDANELLE,  
AR, ARMY, COE, MARINE TERMINAL (F/COE LITTLE ROCK)  
POPE COUNTY  
DELIVERY DODAAC: 967114  
BILLING DODAAC: 967114  
ORDERING OFFICE: 501-968-5008

115-86 DIESEL FUEL #1 (DYED) (DLW) 70,000 GL  
(RED DYED)

TANK TRUCK (TT), INTO  
2/8,000 GALLON TANKS  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1630  
ESCORT REQUIRED

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HOT SPRINGS,  
AR, ARMY, COE, OUACHITA FIELD OFFICE, 12 MI NW (F/VICKSBURG COE)  
GARLAND COUNTY  
DELIVERY DODAAC: 967103  
BILLING DODAAC: W807PM  
ORDERING OFFICE: 501-767-2101  
ORDERING DODAAC: 967103

142-24 GASOHOL, REG UNL (GUR) 45,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF ARKANSAS  
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(CONT'D)

142-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
142-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

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MARIANNA,  
AR, ARMY, COE, HUXTABLE PUMPING PLANT (F/MEMPHIS COE)  
LEE COUNTY

DELIVERY DODAAC: W38XGR  
BILLING DODAAC: W38XGR  
ORDERING OFFICE: 901-544-3614  
ORDERING DODAAC: W38XGR

153-34 DIESEL FUEL #2 (DF2) 2,300,000 GL

FOB ORIGIN (FOB), WITHIN A 50 MILE RADIUS  
ANTICIPATE 0% ON HIGHWAY USE  
HUXTABLE PUMPING PLANT HAS 2/200,000 GALLON TANKS  
FUEL IS LOADED INTO GOVERNMENT-OWNED BARGE IN  
MEMPHIS HARBOR AND PUSHED UP THE WHITE RIVER TO  
THE HUXTABLE PUMPING PLANT. THIS IS THE ONLY  
MEANS OF ACCESS FOR SUCH LARGE QUANTITIES OF FUEL.

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STATE OF GEORGIA  
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DAHLONEGA,  
GA, ARMY, CAMP FRANK D MERRILL (F/FT BENNING)  
CHATTAHOOCHEE COUNTY

DELIVERY DODAAC: W33BTA  
BILLING DODAAC: W33WXN  
ORDERING OFFICE: 706-545-4515  
ORDERING DODAAC: W33WXN

238-13 DIESEL FUEL #2 (DL2) 60,000 GL

TANK WAGON (TW), INTO  
1/3,000 GALLON TANK  
ANTICIPATE 20% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1530  
ORDERS ARE TO BE PLACED BY TELEPHONE AND/OR FACSIMILE TO  
BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY.  
ESCORT REQUIRED



ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF LOUISIANA  
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BOGALUSA,  
LA, ARMY, NG, OMS 7, 104 AVE B (F/USPFO LA)  
WASHINGTON PARISH  
DELIVERY DODAAC: W90PT0  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC: W90PT0

290-13 DIESEL FUEL #2 (DL2) 65,000 GL

TANK WAGON (TW), INTO  
2/8,000 GALLON BELOW GROUND TANK(S)  
2/2,500 GALLON HEMTT TANKER(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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BOSSIER CITY  
LA, ARMY, NG, OMS 14, 4527 MILITARY DR  
BOSSIER PARRISH  
DELIVERY DODAAC: W90PT0  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407

292-13 DIESEL FUEL #2 (DL2) 60,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON TANK  
2/2,500 GALLON HEMTT TANKER(S) / FUELER(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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FT POLK,  
LA, ARMY, NG, MATES 71, K AVE AND 16TH ST, (F/USPFO LA)  
VERNON PARISH  
DELIVERY DODAAC: W42UV5  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC : W42UV5

296-13 DIESEL FUEL #2 (DL2) 70,000 GL

TANK WAGON (TW), INTO  
1/10,000 GALLON TANK  
AND VARIOUS 600 GAL PODS AND TRAILERS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF LOUISIANA  
-----

JENA,  
LA, ARMY, NG, OMS 6, AIRPORT RD (F/USPFO LA)  
LASALLE PARISH  
DELIVERY DODAAC: W807N8  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC: W807N8

300-13 DIESEL FUEL #2 (DL2) 120,000 GL

TANK WAGON (TW), INTO  
1/8,000 GALLON BELOW GROUND TANK(S)  
1/3,000 GALLON BELOW GROUND TANK(S)  
2/2,500 GALLON HEMTT TANKER(S) / FUELER(S)  
2/600 GALLON POD(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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LAFAYETTE,  
LA, ARMY, NG, OMS 9, 1806 SURREY (F/USPFO LA)  
LAFAYETTE PARISH  
DELIVERY DODAAC: W42UVY  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC: W42UVY

303-13 DIESEL FUEL #2 (DL2) 40,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
2/600 GALLON POD(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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LAKE CHARLES,  
LA, ARMY, NG, OMS 11, 1111 FIRST ST (F/USPFO LA)  
CALCASIEU PARISH  
DELIVERY DODAAC: W42UV2  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC: W42UV2

305-13 DIESEL FUEL #2 (DL2) 50,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON BELOW GROUND TANK  
7/2,500 GALLON HEMTT TANKER(S) / FUELER(S)  
AND VARIOUS 600 GAL PODS & TRAILERS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

ITEM  
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ESTIMATED  
QUANTITY UI

-----  
STATE OF LOUISIANA  
-----

MONROE,  
LA, ARMY, NG, OMS 3, 5000 CENTRAL AVE (F/USPFO LA)  
OUACHITA PARISH  
DELIVERY DODAAC: W42UVX  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC: W42UVX

310-13 DIESEL FUEL #2 (DL2) 75,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
5/600 GALLON POD(S) & TRAILERS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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PINEVILLE,  
LA, ARMY, NG, DET 1, HQ STARC, 409 F ST, CAMP BEAUREGARD  
(F/USPFO LA)  
RAPIDES PARISH  
DELIVERY DODAAC: W42TZ8  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8407  
ORDERING DODAAC: W42TZ8

320-13 DIESEL FUEL #2 (DL2) 422,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON SEMI TRAILER FUELER  
6/2,500 GALLON HEMITT M978 FUELER(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

320-24 GASOHOL, REG UNL (GUR) 75,000 GL

TANK WAGON (TW), INTO  
1/8,000 GALLON TANK  
AND VARIOUS 600 GAL PODS AND TRAILERS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

320-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
1/8,000 GALLON TANK  
AND VARIOUS 600 GAL PODS AND TRAILERS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
320-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF LOUISIANA  
-----

PLAQUEMINE

LA, ARMY, NG, OMS 15, 24550 RAILROAD AVE, (F/USPFO LA)  
IBERVILLE PARISH  
DELIVERY DODAAC: W90PT8  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-687-7922  
ORDERING DODAAC: W90PT8

322-13 DIESEL FUEL #2 (DL2) 45,000 GL

TANK WAGON (TW), INTO  
4/2,500 GALLON HEMTT TANKER(S) / FUELER(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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SLIDELL

LA, ARMY, NG, UTES #V, 34899 GANTHAM COLLEGE DR., 70460-9245  
ST TAMMANY PARISH  
DELIVERY DODAAC: W80DWY  
BILLING DODAAC: W42N6L  
ORDERING OFFICE: 504-278-8415

330-13 DIESEL FUEL #2 (DL2) 45,000 GL

TANK WAGON (TW), INTO  
1/8,000 GALLON TANK TRAILER  
1/6,000 GALLON TANK  
4/600 GALLON POD(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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NEW ORLEANS

LA, NAVY, NAVAL AIR STATION  
PLAQUEMINES PARISH  
DELIVERY DODAAC: N00206  
BILLING DODAAC: N68566  
ORDERING OFFICE: 504-393-3220

640-24 GASOHOL, REG UNL (GUR) 348,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/10,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE

640-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/PUMP INTO  
1/10,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
640-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF LOUISIANA  
-----

(CONT'D)

640-68 DIESEL FUEL #2, LOW SULF (LS2) 147,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/10,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE

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NEW ORLEANS,  
LA, NAVY  
ORLEANS PARISH  
DELIVERY DODAAC: N00205  
BILLING DODAAC: N68566  
ORDERING OFFICE: 504-678-2514  
ORDERING DODAAC: N00205

641-68 DIESEL FUEL #2, LOW SULF (LS2) 20,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK NAVAL SPT ACTY, WEST BANK OF  
MISS RIVER  
ANTICIPATE 100% ON HIGHWAY USE

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STATE OF LOUISIANA  
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CAPE GIRARDEAU,  
MO, ARMY, NG, 1140TH ENGINEERING BN, 2626 INDEPENDENCE ST  
(F/USPFO MS)  
CAPE GIRARDEAU COUNTY  
DELIVERY DODAAC: W81EG1  
BILLING DODAAC: W58MYQ  
ORDERING OFFICE: 573-526-9367  
ORDERING DODAAC: W58MYQ

347-13 DIESEL FUEL #2 (DL2) 74,000 GL

TANK WAGON (TW), INTO  
1/6,000 GALLON TANK  
ANTICIPATE 85% ON HIGHWAY USE  
ESCORT REQUIRED

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF MISSOURI  
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FESTUS  
MO, ARMY, NG, OMS 2 PBO, 2740 HWY P (F/USPFO MS)  
JEFFERSON COUNTY  
DELIVERY DODAAC: W801CF  
BILLING DODAAC: W58MYQ  
ORDERING OFFICE: 573-526-9367  
ORDERING DODAAC: W58MYQ

352-13 DIESEL FUEL #2 (DL2) 30,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON TANK (SEMI TANKER)  
ANTICIPATE 90% ON HIGHWAY USE  
ESCORT REQUIRED

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NEOSHO,  
MO, ARMY, NG, CAMP CROWDER TRAINING SITE (F/USPFO MS)  
NEWTON COUNTY  
DELIVERY DODAAC: W81KHT  
BILLING DODAAC: W58MYQ  
ORDERING OFFICE: 573-526-9367  
ORDERING DODAAC: W58MYQ

371-13 DIESEL FUEL #2 (DL2) 83,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON TANK (SEMI TANKER)  
ANTICIPATE 90% ON HIGHWAY USE  
ESCORT REQUIRED

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RAYTOWN,  
MO, ARMY, NG, OMS 1 PBO, 8700 RAYTOWN RD, RT 17 (F/USPFO MS)  
JACKSON COUNTY  
DELIVERY DODAAC: W81F77  
BILLING DODAAC: W58MYQ  
ORDERING OFFICE: 573-526-9367

376-13 DIESEL FUEL #2 (DL2) 30,000 GL

TANK WAGON (TW), INTO  
1/6,000 GALLON TANK  
ANTICIPATE 90% ON HIGHWAY USE  
ESCORT REQUIRED

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

AHOSKIE  
NC, ARMY, NG, HHC 1/119 INF BN, 408 PEACHTREE ST (F/USPFO NC)  
HERTFORD COUNTY  
DELIVERY DODAAC: W36M7Z  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

392-13 DIESEL FUEL #2 (DL2) 50,000 GL

TANK WAGON (TW), INTO  
6/2,500 GALLON HEMTT TANKER(S) / M978 FUELER(S)  
ANTICIPATE 50% ON HIGHWAY USE

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BOONE  
NC, ARMY, NG 1451 TRANS CO, PO BOX 1489, HUNTING LANE (F/USPFO NC)  
WATAUGA COUNTY  
DELIVERY DODAAC: W36M7Q  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

394-13 DIESEL FUEL #2 (DL2) 50,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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GREENSBORO  
NC, ARMY, NG, BATTERY C 5-113FA, 110 FRANKLIN BLVD (F/USPFO NC)  
GUILFORD COUNTY  
DELIVERY DODAAC: W36W91  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

419-13 DIESEL FUEL #2 (DL2) 108,000 GL

TANK WAGON (TW), INTO  
2/2,500 GALLON TANKS  
ANTICIPATE 50% ON HIGHWAY USE

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

HIGHPOINT  
NC, ARMY, NG, HQ SVC BTRY 1/113TH, 3515 ARMORY DR (F/USPFO NC)  
GUILFORD COUNTY  
DELIVERY DODAAC: W36SE8  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

423-13 DIESEL FUEL #2 (DL2) 50,000 GL

TANK WAGON (TW), INTO  
1/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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HIGH POINT  
NC, ARMY, NG, BATTERY A, 5-113FA, ARMORY DR (F/USPFO NC)  
GUILFORD COUNTY  
DELIVERY DODAAC: W36W92  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

424-13 DIESEL FUEL #2 (DL2) 108,000 GL

TANK WAGON (TW), INTO  
2/2,500 GALLON TANKS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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JEFFERSON,  
NC, ARMY, NG, 1450 TRANS CO MINUS, ROUTE 1 (F/USPFO NC)  
ASH COUNTY  
DELIVERY DODAAC: W36M7P  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

425-13 DIESEL FUEL #2 (DL2) 30,000 GL

TANK WAGON (TW), INTO  
1/1,500 GALLON TANK  
2/5,000 GALLON TANKS  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH CAROLINA  
-----

WINSTON SALEM  
NC, ARMY, NG BATTERY B, 5-113FA, 2000 SILAS CREEK PARKWAY  
(F/USPFO NC)  
FORSYTH COUNTY  
DELIVERY DODAAC: W36W90  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

438-13 DIESEL FUEL #2 (DL2) 108,000 GL

TANK WAGON (TW), INTO  
2/2,500 GALLON TANKS  
ANTICIPATE 50% ON HIGHWAY USE

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YOUNGSVILLE  
NC, ARMY, NG, SVC BTRY 5/113, U.S. HWY 1 (F/USPFO NC)  
FRANKLIN COUNTY  
DELIVERY DODAAC: W36W92  
BILLING DODAAC: W36HUG  
ORDERING OFFICE: 919-664-6021

439-13 DIESEL FUEL #2 (DL2) 50,000 GL

TANK WAGON (TW), INTO  
1/5,000 GALLON BELOW GROUND TANK  
ANTICIPATE 50% ON HIGHWAY USE  
ESCORT REQUIRED

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CAMP LEJEUNE,  
NC, NAVY, MARINE CORPS BASE  
ONSLow COUNTY  
DELIVERY DODAAC: M67001  
BILLING DODAAC: M67001  
ORDERING OFFICE: 910-394-2821/2628  
ORDERING DODAAC: M67001

670-40 KEROSENE, #2 (KSN) 300,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON TANK  
DELIVERY HOURS: 0800-1530  
DRIVER REPORT TO FUEL FARM PERSONNEL PRIOR TO  
DELIVERY.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF SOUTH CAROLINA  
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COLUMBIA,  
SC, ARMY, FT. JACKSON, 5 MI SE  
RICHLAND COUNTY  
DELIVERY DODAAC: W80CV7  
BILLING DODAAC: W37N01  
ORDERING OFFICE: 803-751-4855  
ORDERING DODAAC: W80CV7

445-55 FUEL OIL, BURNER #6 (FS6) 300,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK TRK/TRL (TTR), W/PUMP, AN ADDITIONAL 15 FOOT  
OF HOSE AND ADAPTERS FOR 3 INCH FILL PIPE INTO  
12/50,000 GALLON BELOW GROUND TANK(S)  
LOADING RACK METERED TICKET REQUIRED W/TICKET  
ANNOTATED TO INDICATE THE QUANTITY AND TYPE OF  
FUEL DELIVERED AND CERTIFICATION OF SULFUR CONTENT.  
ESCORT REQUIRED  
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY  
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL  
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS  
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL  
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE  
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.  
THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL



**REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES****PREAWARD****L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)**

(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 [ ], is not [ **X** ] a master solicitation for the **Customer Organized Group (COG) 4, Posts, Camps and Stations (PS&S)** 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 **August 25, 2000**. 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 \_\_\_\_\_ 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 nonresponsive.
- (iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive 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

## L2.05-5 (CONT'D)

d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC 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 preaward 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) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

## L2.05-5 (CONT'D)

(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 subfactors) 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 postaward 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) Nongovernment (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](mailto:globalinfo@mail.dnb.com).

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

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2000)**

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

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

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

**[Contracting Officer shall check as appropriate.]**

- 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).
- 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).
- 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  Alt I.  Alt II.
- 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (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).  Alt I.
- 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- 52.222-26, Equal Opportunity (E.O. 11246).
- 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).
- 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).  Alt I.  Alt II.
- 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).
- 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

**11.04 (CONT'D)**

- 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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

**[Contracting Officer shall check as appropriate.]**

- 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).
- 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

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

- 52.222-26, Equal Opportunity (E.O. 11246);
- 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
- 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

**11.04 (CONT'D)**

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

(FAR 52.212-5)

**POSTAWARD****11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)**

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)
- 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582)
- 252.225-7007 Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note)
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2341 note)
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)93)
- 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (  Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
- 252.227-7015 Technical Data Commercial Items (10 U.S.C. 2320)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- 252.247-7023 Transportation of Supplies by Sea (  Alt I), (  Alt II) (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) 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 (Federal Acquisition Regulation 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.

**I1.05 (CONT'D)**

- [ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
- [ ] 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(DFARS 252.212-7001)

**ADDENDUM #1**  
**PREAWARD SOLICITATION PROVISIONS**

**M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)**

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F20)

**ADDENDUM #2**  
**POST-AWARD SOLICITATION PROVISION**

**B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)**

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

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

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

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

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on MAY 8, 2000. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

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

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

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

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

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price

**B19.19 (CON'T)**

that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the

delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this

contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

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

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

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

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

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

a) **AXXIS** – **AXXIS Petroleum Inc.** AXXIS Price Service – Thursday's Published Average. Price for city and product noted.

b) **OPIS** – **Oil Price Information Service PAD Reports** – Average price for the city and product noted.

c) **Platt's** – **Platt's Oilgram Price Report** – Five Day Rolling Averages Table **5 Days Ending on Friday**. The average of the high and low price for the location and product noted.

**REGION 4****PETROLEUM MARKET AREAS****State****Counties/Parishes****Alabama:**

- A. Autauga, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Choctaw, Clarke, Clay, Cleburne, Coffee, Colbert, Conecuh, Coosa, Covington, Crenshaw, Cullman, Dallas, DeKalb, Elmore, Etowah, Fayette, Franklin, Greene, Hale, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Lee, Limestone, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Monroe, Montgomery, Morgan, Perry, Pickens, Pike, Randolph, Russell, Saint Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker, Wilcox, Winston
- B. Baldwin, Escambia, Mobile, Washington
- C. Dale, Geneva, Henry, Houston

**Arkansas:**

- A. Ashley, Bradley, Calhoun, Chicot, Columbia, Desha, Drew, Hempstead, Lafayette, Lincoln, Little River, Miller, Nevada, Ouachita, Union
- B. Crittenden, Cross, Lee, Mississippi, Phillips, Poinsett, Saint Francis
- C. Arkansas, Baxter, Clark, Clay, Cleburne, Cleveland, Conway, Craighead, Dallas, Faulkner, Fulton, Garland, Grant, Greene, Hot Spring, Independence, Izard, Jackson, Jefferson, Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pike, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell
- D. Benton, Boone, Carroll, Crawford, Franklin, Howard, Johnson, Logan, Madison, Newton, Polk, Scott, Sebastian, Sevier, Washington

**Florida:**

- A. Broward, Charlotte, Collier, Dade, Glades, Hendrey, Lee, Martin, Monroe, Okeechobee, Palm Beach, St. Lucie
- B. Citrus, Desoto, Dixie, Hardee, Hernando, Highlands, Hillsborough, Levy, Manatee, Pasco, Pinellas, Polk, Sarasota, Sumter
- C. Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Marion, Nassau, Putnam, St. Johns, Suwannee, Union
- D. Gadsden, Jefferson, Leon, Madison, Taylor, Wakulla
- E. Bay, Calhoun, Escambia, Franklin, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, Washington
- F. Brevard, Indian River, Lake, Orange, Osceola, Seminole, Volusia

**Georgia:**

- A.. Baldwin, Banks, Barrow, Bartow, Bibb, Bleckley, Burke, Butts, Carroll, Catoosa, Chattahoochee, Chattooga, Cherokee, Clarke, Clayton, Cobb, Columbia, Coweta, Crawford, Crisp, Dade, Dawson, DeKalb, Dodge, Dooly, Douglas, Elbert, Emanuel, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Gordon, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Harris, Hart, Heard, Henry, Houston, Independent City of Atlanta, Jackson, Jasper, Jefferson, Jenkins, Johnson, Jones, Lamar, Laurens, Lincoln, Lumpkin, Macon, Madison, Marion, McDuffie, Meriwether, Monroe, Montgomery, Morgan, Murray, Muscogee, Newton, Oconee, Oglethorpe, Paulding, Peach, Pickens, Pike, Polk, Pulaski, Putnam, Quitman, Rabun, Richmond, Rockdale, Schley, Spalding, Stephens, Stewart, Sumter, Talbot, Taliaferro, Taylor, Telfair, Toombs, Towns, Treutlen, Troup, Twiggs, Union, Upson, Walker, Walton, Warren, Washington, Webster, Wheeler, White Whitfield, Wilcox, Wilkes, Wilkinson
- B. Appling, Atkinson, Bacon, Baker, Ben Hill, Berrien, Brantley, Brooks, Calhoun, Clay, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Early, Echols, Grady, Irwin, Jeff Davis, Lanier, Lee, Lowndes, Miller, Mitchell, Pierce, Randolph, Seminole, Terrell, Thomas, Tift, Turner, Ware, Wayne, Worth
- C. Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Liberty, Long, McIntosh, Screven, Tattnall
- D. Camden, Charlton, Glynn

**Louisiana:**

- A. Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Calcasieu, Cameron, Catahoula, Concordia, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Madison, Orleans, Plaquemines, Pointe Coupee, Rapides, Saint Bernard, Saint Charles, Saint Helena, Saint James, Saint John The Baptist, Saint Landry, Saint Martin, Saint Mary, Saint Tammany, Tangipahoa, Tensas, Terrebonne, Vermilion, Vernon, Washington, West Baton Rouge, West Carroll, West Feliciana
- B. Bienville, Bossier, Caddo, Caldwell, Claiborne, De Soto, Jackson, La Salle, Lincoln, Morehouse, Natchitoches, Ouachita, Red River, Richland, Sabine, Union, Webster, Winn

**Mississippi:**

- A. Alcorn, Benton, Coahoma, Desoto, Itawamba, Lafayette, Lee, Marshall, Panola, Pontotoc, Prentiss, Quitman, Tate, Tippah, Tishomingo, Tunica, Union
- B. Adams, Attala, Bolivar, Carroll, Claiborne, Copiah, Franklin, Grenada, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Leake, Leflore, Madison, Montgomery, Sharkey, Sunflower, Tallahatchie, Warren, Washington, Wilkinson, Yazoo

- C. Amite, Calhoun, Chickasaw, Choctaw, Clarke, Clay, Covington, Forrest, Hancock, Harrison, Jasper, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Lawrence, Lincoln, Lowndes, Marion, Monroe, Neshoba, Newton, Noxubee, Oktibbeha, Pearl River, Perry, Pike, Rankin, Scott, Simpson, Smith, Stone, Walthall, Wayne, Webster, Winston
- D. George, Greene, Jackson

**Missouri:**

- A. Andrew, Atchison, Bates, Benton, Buchanan, Caldwell, Camden, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, Dekalb, Gentry, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Mercer, Morgan, Nodaway, Pettis, Platte, Putnam, Ray, Saint Clair, Saline, Sullivan, Vernon, Worth
- B. Adair, Audrain, Boone, Callaway, Clark, Cole, Crawford, Dent, Franklin, Gasconade, Iron, Jefferson, Knox, Lewis, Lincoln, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Osage, Phelps, Pike, Ralls, Randolph, Reynolds, Saint Charles, Saint Francois, Saint Louis, Saint Louis Independent City, Sainte Genevieve, Schuyler, Scotland, Shelby, Warren, Washington
- C. Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Madison, Mississippi, New Madrid, Pemiscot, Perry, Ripley, Scott, Stoddard, Wayne
- D. Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Oregon, Ozark, Polk, Pulaski, Shannon, Stone, Taney, Texas, Webster, Wright

**North Carolina:**

- A. Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain, Transylvania
- B. Alamance, Alexander, Alleghany, Anson, Ashe, Avery, Bertie, Bladen, Burke, Cabarrus, Caldwell, Caswell, Catawba, Chatham, Cleveland, Columbus, Cumberland, Davidson, Davie, Duplin, Durham, Edgecombe, Forsyth, Franklin, Gaston, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Iredell, Johnston, Lee, Lenoir, Lincoln, Martin, McDowell, Mecklenburg, Mitchell, Montgomery, Moore, Nash, Northampton, Orange, Person, Pitt, Randolph, Richmond, Robeson, Rockingham, Rowan, Rutherford, Sampson, Scotland, Stanly Stokes, Surry, Union, Vance, Wake, Warren, Watauga, Wayne, Wilkes, Wilson, Yadkin, Yancey
- C. Beaufort, Brunswick, Carteret, Craven, Hyde, Jones, New Hanover, Onslow, Pamlico, Pender
- D. Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank, Perquimans, Tyrrell, Washington

**South Carolina:**

- A. Allendale, Beaufort, Hampton, Jasper
- B. Horry
- C. Bamberg, Berkeley, Charleston, Clarendon, Colleton, Dorchester, Georgetown, Orangeburg, Williamsburg
- D. Abbeville, Aiken, Anderson, Barnwell, Calhoun, Cherokee, Chester, Chesterfield, Darlington, Dillon, Edgefield, Fairfield, Florence, Greenville, Greenwood, Kershaw, Lancaster, Laurens, Lee, Lexington, Marion, Marlboro, McCormick, Newberry, Oconee, Pickens, Richland, Saluda, Spartanburg, Sumter, Union, York

**GASOLINES\***

| <b><u>STATE</u></b>          | <b><u>MARKET AREA</u></b> | <b><u>ESCALATION REFERENCE</u></b> |
|------------------------------|---------------------------|------------------------------------|
| <b><u>Alabama</u></b>        | A                         | OPIS Birmingham                    |
|                              | B                         | OPIS Mobile                        |
|                              | C                         | AXXIS Albany, GA                   |
| <b><u>Arkansas</u></b>       | A                         | AXXIS El Dorado                    |
|                              | B                         | OPIS Memphis, TN                   |
|                              | C                         | AXXIS Little Rock                  |
|                              | D                         | OPIS Ft. Smith                     |
| <b><u>Florida</u></b>        | A                         | OPIS Miami                         |
|                              | B                         | OPIS Tampa                         |
|                              | C                         | OPIS Jacksonville                  |
|                              | D                         | AXXIS Albany, GA                   |
|                              | E                         | AXXIS Panama City                  |
|                              | F                         | OPIS Orlando                       |
| <b><u>Georgia</u></b>        | A                         | AXXIS Atlanta                      |
|                              | B                         | AXXIS Albany                       |
|                              | C                         | OPIS Savannah                      |
|                              | D                         | OPIS Jacksonville, FL              |
| <b><u>Louisiana</u></b>      | A                         | OPIS New Orleans                   |
|                              | B                         | AXXIS Shreveport                   |
| <b><u>Mississippi</u></b>    | A                         | OPIS Memphis, TN                   |
|                              | B                         | AXXIS Vicksburg                    |
|                              | C                         | AXXIS Meridian                     |
|                              | D                         | OPIS Mobile, AL                    |
| <b><u>Missouri</u></b>       | A                         | OPIS Kansas City, KS               |
|                              | B                         | OPIS St. Louis                     |
|                              | C                         | AXXIS Cape Girardeau               |
|                              | D                         | OPIS Springfield                   |
| <b><u>North Carolina</u></b> | A                         | OPIS Spartanburg, SC               |
|                              | B                         | OPIS Greensboro                    |
|                              | C                         | OPIS Wilmington                    |
|                              | D                         | AXXIS Norfolk, VA                  |
| <b><u>South Carolina</u></b> | A                         | OPIS Savannah, GA                  |
|                              | B                         | OPIS Wilmington, NC                |
|                              | C                         | OPIS Charleston                    |
|                              | D                         | OPIS Spartanburg                   |

**\* NOTES:****CLEAR/OXYGENATED GASOLINE**

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

**REFORMULATED GASOLINE**

- c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items ,within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

**GASOHOL**

- e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- g) Gasohol items, in areas where reformuated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

## RVP REQUIREMENTS FOR GASOLINE

### REGION 4

a) **OPIS Birmingham, AL**--All regular, midgrade and premium unleaded gasoline items in the following Alabama counties: **Jefferson and Shelby**, should switch to the 7.0 RVP gasoline reference the 1st Monday in May or when the 7.0 RVP gasoline reference first becomes available and use the 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the conventional price reference.

All other gasoline items using the OPIS Birmingham, AL reference should use the conventional price reference at all times.

b) **OPIS Miami, FL**--All regular, midgrade and premium unleaded gasoline items should switch to 7.8 RVP gasoline price on the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September all items using Miami, FL should switch back to the conventional gasoline price reference.

c) **OPIS Tampa, FL**--All regular, midgrade and premium unleaded gasoline items in the following Florida counties: **Hillsborough and Pinellas**, should switch to the 7.8 RVP gasoline reference the 1st Monday of May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the conventional gasoline price reference.

All other gasoline items using the OPIS Tampa, FL reference should use the conventional price reference at all times.

d) **OPIS Jacksonville, FL**-- All regular, midgrade and premium unleaded gasoline items in the following Florida county: **Duval**, should switch to the 7.8 RVP gasoline reference the 1st Monday of May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items using OPIS Jacksonville, FL should switch back to the conventional gasoline price reference.

All other gasoline items using the OPIS Jacksonville, FL reference should use the conventional gasoline price reference at all times.

e) **AXXIS Atlanta, GA**--All regular, midgrade, and premium unleaded gasoline items should switch to the 7.0 RVP gasoline reference the 1<sup>st</sup> Monday of May or when the 7.0 gasoline reference first becomes available and use the 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September all items using OPIS Atlanta, GA should switch back to the conventional gasoline price reference.

f) **OPIS New Orleans, LA**-- All regular, midgrade and premium unleaded gasoline items should switch to the 7.8 RVP gasoline reference the 1st Monday of May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September all items using OPIS New Orleans, LA should switch back to the conventional gasoline price reference.

g) **OPIS Kansas City, KS**--All regular, midgrade and premium unleaded gasoline items in the following Missouri Counties: **Clay, Jackson, and Platte**, should switch to the 7.2 RVP gasoline reference the 1st Monday of May or when the 7.2 RVP gasoline reference first becomes available and use the 7.2 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the conventional gasoline price reference.

All other gasoline items using the OPIS Kansas City, KS reference should use the conventional gasoline price reference at all times.

h) **OPIS Greensboro, NC**--All regular, midgrade and premium unleaded gasoline items on the following North Carolina Counties: **Davidson, Davie, Durham, Forsyth, Gaston, Granville, Guilford, Mecklenburg, and Wake**, should switch to the 7.8 RVP gasoline reference the 1st Monday of May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the conventional gasoline price reference.

All other gasoline items using the OPIS Greensboro, NC reference should use the conventional gasoline price reference at all times.

j) **OPIS Memphis, TN**--All gasoline items in **Arkansas Market Area B and Mississippi Market Area A** will use the conventional gasoline price at all times.

**NO. 1 DISTILLATE HIGH AND LOW SULFUR\***

| <b><u>STATE</u></b>          | <b><u>MARKET AREA</u></b> | <b><u>ESCALATION REFERENCE</u></b> |
|------------------------------|---------------------------|------------------------------------|
| <b><u>Alabama</u></b>        | A                         | OPIS Montgomery                    |
|                              | B                         | OPIS Montgomery                    |
|                              | C                         | OPIS Montgomery                    |
| <b><u>Arkansas</u></b>       | A                         | OPIS El Dorado                     |
|                              | B                         | OPIS El Dorado                     |
|                              | C                         | OPIS El Dorado                     |
|                              | D                         | OPIS Tulsa, OK                     |
| <b><u>Georgia</u></b>        | A                         | OPIS Atlanta                       |
|                              | B                         | OPIS Atlanta                       |
|                              | C                         | OPIS North Augusta, SC             |
|                              | D                         | OPIS Atlanta                       |
| <b><u>Louisiana</u></b>      | A                         | OPIS Lake Charles                  |
|                              | B                         | OPIS Lake Charles                  |
| <b><u>Mississippi</u></b>    | A                         | OPIS Montgomery, AL                |
|                              | B                         | OPIS Montgomery, AL                |
|                              | C                         | OPIS Montgomery, AL                |
|                              | D                         | OPIS Montgomery, AL                |
| <b><u>Missouri</u></b>       | A                         | OPIS Kansas City, KS               |
|                              | B                         | OPIS St. Louis                     |
|                              | C                         | OPIS Cape Girardeau                |
|                              | D                         | OPIS Columbia                      |
| <b><u>North Carolina</u></b> | A                         | OPIS Spartanburg, SC               |
|                              | B                         | OPIS Greensboro                    |
|                              | C                         | OPIS Charlotte                     |
|                              | D                         | OPIS Norfolk, VA                   |
| <b><u>South Carolina</u></b> | A                         | OPIS North Augusta                 |
|                              | B                         | OPIS Charleston                    |
|                              | C                         | OPIS Charleston                    |
|                              | D                         | OPIS Spartanburg                   |

\* NOTE: Applies to DF-1, DL-1, Kerosene 1-K, Kerosene 2-K, FS1 (Burner Oil), LS1, HS1, DLW, LSW

**NO. 2 DISTILLATE HIGH SULFUR\***

| <b><u>STATE</u></b>   | <b><u>MARKET AREA</u></b> | <b><u>ESCALATION REFERENCE</u></b> |
|-----------------------|---------------------------|------------------------------------|
| <b>Alabama</b>        | A                         | OPIS Birmingham                    |
|                       | B                         | OPIS Mobile Low Sulfur             |
|                       | C                         | AXXIS Albany, GA                   |
| <b>Arkansas</b>       | A                         | AXXIS El Dorado                    |
|                       | B                         | OPIS Memphis, TN                   |
|                       | C                         | AXXIS Little Rock                  |
|                       | D                         | OPIS Ft. Smith                     |
| <b>Florida</b>        | A                         | OPIS Miami                         |
|                       | B                         | OPIS Tampa                         |
|                       | C                         | OPIS Jacksonville                  |
|                       | D                         | AXXIS Albany, GA                   |
|                       | E                         | AXXIS Panama City Low Sulfur       |
|                       | F                         | OPIS Orlando Low Sulfur            |
| <b>Georgia</b>        | A                         | AXXIS Atlanta                      |
|                       | B                         | AXXIS Albany                       |
|                       | C                         | OPIS Savannah                      |
|                       | D                         | OPIS Jacksonville, FL              |
| <b>Louisiana</b>      | A                         | OPIS New Orleans                   |
|                       | B                         | AXXIS Shreveport Low Sulfur        |
| <b>Mississippi</b>    | A                         | OPIS Memphis, TN                   |
|                       | B                         | AXXIS Vicksburg                    |
|                       | C                         | AXXIS Meridian                     |
|                       | D                         | OPIS Mobile, AL Low Sulfur         |
| <b>Missouri</b>       | A                         | OPIS Kansas City, KS               |
|                       | B                         | OPIS St. Louis                     |
|                       | C                         | AXXIS Cape Girardeau               |
|                       | D                         | OPIS Springfield                   |
| <b>North Carolina</b> | A                         | OPIS Spartanburg, SC               |
|                       | B                         | OPIS Greensboro                    |
|                       | C                         | OPIS Wilmington                    |
|                       | D                         | AXXIS Norfolk, VA                  |
| <b>South Carolina</b> | A                         | OPIS Savannah, GA                  |
|                       | B                         | OPIS Wilmington, NC                |
|                       | C                         | OPIS Charleston                    |
|                       | D                         | OPIS Spartanburg                   |

**NOTE: Applies to DF2, FS2 (Burner Oil), HS2, MGO**

**NO. 2 DISTILLATE LOW SULFUR\***

| <b><u>STATE</u></b>   | <b><u>MARKET AREA</u></b> | <b><u>ESCALATION REFERENCE</u></b> |
|-----------------------|---------------------------|------------------------------------|
| <b>Alabama</b>        | A                         | OPIS Birmingham                    |
|                       | B                         | OPIS Mobile                        |
|                       | C                         | AXXIS Albany, GA                   |
| <b>Arkansas</b>       | A                         | AXXIS El Dorado                    |
|                       | B                         | OPIS Memphis, TN                   |
|                       | C                         | AXXIS Little Rock                  |
|                       | D                         | OPIS Ft. Smith                     |
| <b>Florida</b>        | A                         | Miami                              |
|                       | B                         | OPIS Tampa                         |
|                       | C                         | OPIS Jacksonville                  |
|                       | D                         | AXXIS Albany, GA                   |
|                       | E                         | AXXIS Panama City                  |
|                       | F                         | OPIS Orlando                       |
| <b>Georgia</b>        | A                         | AXXIS Atlanta                      |
|                       | B                         | AXXIS Albany                       |
|                       | C                         | OPIS Savannah                      |
|                       | D                         | OPIS Jacksonville, FL              |
| <b>Louisiana</b>      | A                         | OPIS New Orleans                   |
|                       | B                         | AXXIS Shreveport                   |
| <b>Mississippi</b>    | A                         | OPIS Memphis, TN                   |
|                       | B                         | AXXIS Vicksburg                    |
|                       | C                         | AXXIS Meridian                     |
|                       | D                         | AXXIS Mobile, AL                   |
| <b>Missouri</b>       | A                         | OPIS Kansas City, KS               |
|                       | B                         | OPIS St. Louis                     |
|                       | C                         | AXXIS Cape Girardeau               |
|                       | D                         | OPIS Springfield                   |
| <b>North Carolina</b> | A                         | OPIS Spartanburg, SC               |
|                       | B                         | OPIS Greensboro                    |
|                       | C                         | OPIS Wilmington                    |
|                       | D                         | AXXIS Norfolk, VA                  |
| <b>South Carolina</b> | A                         | OPIS Savannah, GA                  |
|                       | B                         | OPIS Wilmington, NC                |
|                       | C                         | OPIS Charleston                    |
|                       | D                         | OPIS Spartanburg                   |

\* NOTE: Applies to DL2, DLS, LS2, LSS

**NO. 4 FUEL OIL**

| <b><u>STATE</u></b>   | <b><u>MARKET AREA</u></b> | <b><u>Product and ESCALATION REFERENCE</u></b>  |
|-----------------------|---------------------------|---|
| <b><u>Alabama</u></b> | A                         | <b><u>No.4 Burner Oil #4, 2.5% Max Sulfur</u></b><br>50% Platt's Gasoil/Heating Oil US Gulf Pipe<br>50% Platt's Hi Sulfur Resid Fuel Oil US Gulf 3% |

**NO. 5 FUEL OIL**

| <b><u>STATE</u></b>    | <b><u>MARKET AREA</u></b> | <b><u>Product and ESCALATION REFERENCE</u></b>  |
|------------------------|---------------------------|---|
| <b><u>Missouri</u></b> | B                         | <b><u>No.5 Burner Oil #5 Light, 2.0% Max Sulfur</u></b><br>40% Platt's Gasoil/Heating Oil US Gulf Pipe<br>60% Platt's Hi Sulfur Resid Fuel Oil US Gulf 3% |

**NO. 6 FUEL OIL**

| <b><u>STATE</u></b> | <b><u>MARKET AREA</u></b> | <b><u>Product and ESCALATION REFERENCE</u></b>   |
|---------------------|---------------------------|--|
| North Carolina      | B                         | <b><u>No. 6 Burner Oil, 2.1% Max Sulfur</u></b><br>45% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max<br>55% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 3.0% |
|                     | C                         | <b><u>No. 6 Burner Oil, 2.11% Max Sulfur</u></b><br>45% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1% Max<br>55% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 3.0%  |
| South Carolina      | A                         | <b><u>No.6 Burner Oil, 3.2% Max Sulfur</u></b><br>Platt's Hi Sulfur Resid Fuel Oil NY Cargo 3.0%   |
|                     | C                         | <b><u>No.6 Burner Oil, 2.0% Max Sulfur</u></b><br>50% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max<br>50% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 3.0%  |
|                     | D                         | <b><u>No.6 Burner Oil, 0.5% Max Sulfur</u></b><br>Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP   |

**C16.69 FUEL SPECIFICATIONS (PC&S) (DESC MAR 2000)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

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

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE (6)</u> | <u>AKI, MINIMUM (1)</u> |
|------------------------------|---------------------------------|-------------------------|
| 9130-00-148-7103             | Gasoline, Regular Unleaded      | 87(3)                   |
| 9130-01-272-0983             | Gasoline, Midgrade Unleaded     | 89                      |
| 9130-00-148-7104             | Gasoline, Premium Unleaded      | 91                      |

(1) The following oxygenates are permitted at this time:

| <u>OXYGENATE</u>                                 | <u>VOLUME % ALLOWED</u> |
|--|-------------------------|
| Ethanol (only during the oxygenated fuel season) | 9.0 min. to 11.0 max.   |
| Methyl tertiary-butyl ether (MTBE)               | 15.0 max.               |
| Ethyl tertiary-butyl ether (ETBE)                | 17.0 max.               |

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

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

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

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

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>AKI, MINIMUM (1)</u> |
|------------------------------|-----------------------------|-------------------------|
| 9130-01-090-1093             | Gasohol, Regular Unleaded   | 87                      |
| 9130-01-355-2393             | Gasohol, Midgrade Unleaded  | 89                      |
| 9130-01-090-1094             | Gasohol, Premium Unleaded   | 91                      |

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

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

C16.69 (CONT'D)

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u>     | <u>AKI, MINIMUM (1)</u> |
|------------------------------|---------------------------------|-------------------------|
| 9130-01-388-4080             | Reformulated Gasoline, Regular  | 87                      |
| 9130-01-388-4513             | Reformulated Gasoline, Midgrade | 89                      |
| 9130-01-388-4524             | Reformulated Gasoline, Premium  | 91                      |

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

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

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

**NOTE:** FROM JULY 1, 1999, TO JANUARY 1, 2004, ALASKA IS EXEMPT FROM THE DIESEL FUEL MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT FOR ON-HIGHWAY USE STATED. THIS TEMPORARY EXEMPTION IS PUBLISHED IN THE FEDERAL REGISTER (VOL 64) DATED 25 JUNE 1999, 40 CFR PART 69.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

**LOW SULFUR GRADES**

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC<br/>PRODUCT<br/>CODE</u> | <u>MAXIMUM<br/>SULFUR<br/>CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-00-000-0184             | Grade Low Sulfur No. 2-D    | DL2                              | 0.05 wt%                              | No             |
| 9140-00-000-0185             | Grade Low Sulfur No. 1-D    | DL1                              | 0.05 wt%                              | No             |
| 9140-01-413-7511             | Grade Low Sulfur No. 2-D    | DLS                              | 0.05 wt%                              | Yes            |
| 9140-01-412-1311             | Grade Low Sulfur No. 1-D    | DLW                              | 0.05 wt%                              | Yes            |

**HIGH SULFUR GRADES**

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC<br/>PRODUCT<br/>CODE</u> | <u>MAXIMUM<br/>SULFUR<br/>CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-00-286-5294             | Grade No. 2-D               | DF2                              | 0.50 wt%                              | Yes            |
| 9140-00-286-5286             | Grade No. 1-D               | DF1                              | 0.50 wt%                              | Yes            |

**C16.69 (CONT'D)**

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) Fuel Stabilizer Additive, Corrosion Inhibitor/Lubricity Improver, and Fuel System Icing Inhibitor are not mandatory additives.

(iii) As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iv) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below:

**LOW SULFUR GRADES**

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|--------------------------|-------------------------------|----------------|
| 9140-01-398-0697             | Grade Low Sulfur No. 2-D    | LS2                      | 0.05 wt%                      | No             |
| 9140-01-398-1130             | Grade Low Sulfur No. 1-D    | LS1                      | 0.05 wt%                      | No             |
| 9140-01-413-4919             | Grade Low Sulfur No. 2-D    | LSS                      | 0.05 wt%                      | Yes            |
| 9140-01-413-7494             | Grade Low Sulfur No. 1-D    | LSW                      | 0.05 wt%                      | Yes            |

**HIGH SULFUR GRADES**

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|--------------------------|-------------------------------|----------------|
| 9140-01-398-1395             | Grade No. 2-D               | HS2                      | 0.50 wt%                      | Yes            |
| 9140-01-398-1422             | Grade No. 1-D               | HS1                      | 0.50 wt%                      | Yes            |

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iii) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

**C16.69 (CONT'D)**

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

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

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

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC<br/>PRODUCT CODE</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|------------------------------|----------------|
| 9140-00-247-4366             | Fuel Oil, Burner 1          | FS1                          | Yes            |
| 9140-00-247-4365             | Fuel Oil, Burner 2          | FS2                          | Yes            |
| 9140-01-107-6139             | Fuel Oil, Burner 4 (Light)  | FL4                          | Yes            |
| 9140-00-247-4360             | Fuel Oil, Burner 4          | FS4                          | No             |
| 9140-01-058-4431             | Fuel Oil, Burner 5 (Light)  | FL5                          | No             |
| 9140-00-247-4359             | Fuel Oil, Burner 5 (Heavy)  | FS5                          | No             |
| 9140-00-247-4354             | Fuel Oil, Burner 6          | FS6                          | No             |

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(4) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(5) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(6) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** ASTM D 396 applies.

C16.69

(CONT'D)

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC<br/>PRODUCT CODE</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|------------------------------|----------------|
| 9140-01-468-9083             | Fuel Oil, Burner 4 (Light)  | R4L                          | Yes            |
| 9140-01-468-9135             | Fuel Oil, Burner 4          | RF4                          | No             |
| 9140-01-468-9157             | Fuel Oil, Burner 5 (Light)  | R5L                          | No             |
| 9140-01-468-9147             | Fuel Oil, Burner 5 (Heavy)  | RF5                          | No             |
| 9140-01-468-9164             | Fuel Oil, Burner 6          | RF6                          | No             |

(1) Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

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

**NOTES:**

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

C16.69 (CONT'D)

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J KINGMAN ROAD SUITE 4950  
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

**LOW SULFUR GRADES**

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|--------------------------|-------------------------------|----------------|
| 9140-01-292-4460             | Kerosene, Grade No. 1-K     | KS1                      | 0.04 wt% max                  | No             |
| 9140-01-461-3989             | Kerosene, Grade No. 1-K     | KSR                      | 0.04 wt% max                  | Yes            |

**HIGH SULFUR GRADES**

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|--------------------------|-------------------------------|----------------|
| 9140-00-242-6748             | Kerosene, Grade No. 2-K     | KSN                      | 0.30 wt% max                  | Yes            |

**NOTE:** The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued

**C16.69 (CONT'D)**

(unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

**E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC DEC 1999)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

- (i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;
- (ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product.

Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

## E1 (CONT'D)

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading

## E1 (CONT'D)

if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

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

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

TABLE I

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

| LOCATION   | WHEN SAMPLED                                 | TYPE OF SAMPLE  | TYPE OF TEST  |
|--|--|---|---|
| 1. Refinery/Terminal Shipping Tank                             | Each Batch Prior to Commencement of Shipping | All Level or Single Tank Composite                      | A (2)   |
| 2. Shipping Line (All Modes):<br>Dedicated Line<br>Common Line | Prior to Loading/Shipping                    | Line  | C<br>B  |
| 3. Custody Transfer Point                                      | Immediately After Start of Shipment          | Line  | C   |
| 4. Tanker/Barge/Pipeline Custody Transfer Point                | During Loading/Shipment                      | Representative Sample<br>See Note, paragraph E1.a.(iii) | Retain Only   |
| 5. Tanker/Barge/Pipeline Custody Transfer Point                | Hourly                                       | Line  | Visual (3) plus additive analysis for FSII & SDA, if line injected          |
| 6. Tanker/Barge First-In                                       | After maximum of 3 feet loaded               | Spot  | C - plus Particulate and additive analysis for FSII & SDA, if line injected |
| 7. Tanker/Barge  | After Loading                                | Each Compartment  | Workmanship, Density  |
| 8. Tanker/Barge  | After Loading                                | Multi-Tank Composite of Each Product Loaded             | B   |
| 9. Tank Car/Truck Loading Rack                                 | After change of source tank.                 | Line  | C - plus additive analysis for FSII & SDA, if line injected                 |
| 10. Tank Cars/Truck/ Intermodal Containers                     | After Filling                                | All-Level   | Workmanship:<br>C - When loading lubes and FSII                             |

**NOTES FOR TABLE I:**

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

E1 (CONT'D)

TABLE II

SAMPLE RETENTION

| TYPE OF SAMPLE                       | MINIMUM QUANTITY   | RETENTION PERIOD  |
|--------------------------------------|--|---|
| Bulk Additives                       | 2 Liters   | Until Receipt and Quality Verification of New Lot/Batch |
| Drummed Additives                    | 1 Liter  | When Stocks Exhausted                                   |
| Shipping Tank(s)                     | 20 Liters - for Aviation Fuels and Lubricating Oils<br>10 Liters - for all other Fuels | 45 Days   |
| Composite Line (Tanker/Barge)        | 20 Liters - for Aviation Fuels and Lubricating Oils<br>10 Liters - for all other Fuels | 45 Days   |
| Composite Line (Pipeline)            | 20 Liters - for Aviation Fuels and Lubricating Oils<br>10 Liters - for all other Fuels | 45 Days   |
| Tank Truck/Car, Intermodal Container | 1 Liter  | 15 Days<br>(Lubes - 45 days)                            |
| Tanker/Barge Composite               | 20 Liters - for Aviation Fuels and Lubricating Oils<br>10 Liters - for all other Fuels | 45 Days   |
| Tanker/Barge Each Compartment        | 0.5 Liter  | 45 Days   |

TABLE III

DEFINITIONS OF TEST SERIES

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

| TEST PROPERTIES   | AVGAS |   | TURBINE FUELS |   | MOGAS |   | DIESELS/ KEROSENE |   | BURNER FUELS |   | LUBES |      | FSII |
|---|-------|---|---------------|---|-------|---|-------------------|---|--------------|---|-------|------|------|
|   | B     | C | B             | C | B     | C | B                 | C | B            | C | B     | C    | C    |
| Appearance  | *     | * | *             | * | *     | * | *                 | * |              |   | *     | *    | *    |
| Particulate content                                     | *     |   | *             |   |       |   |                   |   |              |   | *     |      |      |
| Filtration Time   |       |   | *             |   |       |   |                   |   |              |   |       |      |      |
| Color   | *     | * | *             | * | *     | * | *                 | * |              |   | *     | *    |      |
| Density <i>or</i> API Gravity<br>or<br>Specific Gravity | *     | * | *             | * | *     | * | *                 | * | *            | * | *     | *    | *    |
| Distillation  | *     |   | *             |   | *     |   | *                 |   |              |   |       |      |      |
| Corrosion, Copper Strip                                 | *     |   | *             |   | *     |   |                   |   |              |   |       |      |      |
| Existent Gum  | *     |   | *             |   | *     |   |                   |   |              |   |       |      |      |
| Carbon Residue  |       |   |               |   |       |   | *                 |   | *            |   |       |      |      |
| Lean or Rich Ratings                                    | *     |   |               |   |       |   |                   |   |              |   |       |      |      |
| Reid Vapor Pressure                                     | *     |   | *             |   | *     |   |                   |   |              |   |       |      |      |
| Water Reaction  |       |   | *             |   |       |   |                   |   |              |   |       |      |      |
| Lead Content  | *     |   |               |   |       |   |                   |   |              |   |       |      |      |
| Freeze Point  |       |   | *             |   |       |   |                   |   |              |   |       |      |      |
| Flash Point   |       |   | *             | * |       |   | *                 | * | *            | * | *     | *    |      |
| FSII Content  |       |   | *             |   |       |   |                   |   |              |   |       |      |      |
| Microseparometer  |       |   | *             |   |       |   |                   |   |              |   |       |      |      |
| Conductivity  |       |   | *             |   |       |   |                   |   |              |   |       |      |      |
| Sediment & Water  |       |   |               |   |       |   |                   |   | *            | * |       |      |      |
| Viscosity   |       |   |               |   |       |   |                   |   | *            |   | *     | *    |      |
| Water Content   |       |   |               |   |       |   |                   |   | *            |   | *     | *    | *    |
| Foam Test   |       |   |               |   |       |   |                   |   |              |   | *     | *(1) |      |

**E1 (CONT'D)**

\* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

TABLE IV

**CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS<sup>(1)</sup>**

| LAST PRODUCT CARRIED (2)   | PRODUCT TO BE LOADED                        |   |  |                     |                     |
|--|---|---|--|---------------------|---------------------|
|  | JET FUEL<br>JP-4<br>JET B<br>MOGAS<br>AVGAS | JET FUEL<br>JP-5<br>JP-8<br>JET A/A1<br>DF-A, DL-A<br>DFW<br>KSN, KS1 | DIESEL FUEL<br>F76 (B)<br>DF-1, 2<br>DL-1, 2 | LUBRICATING OILS    | FSII                |
| AVGAS<br>MOGAS<br>JP-4<br>JET B  | DRAIN<br>EMPTY                              | STEAM<br>DRY  | STEAM<br>DRY                                 | STEAM<br>DRY        | STEAM<br>DRY        |
| JP-8, JP-5<br>JET A/A1<br>DF-A, DL-A<br>DFW, KSN, KS1                              | DRAIN<br>EMPTY<br>(B)                       | DRAIN<br>EMPTY<br>(B)   | DRAIN<br>EMPTY<br>(C)                        | STEAM<br>DRY<br>(B) | STEAM<br>DRY<br>(B) |
| F-76<br>DF-1, -2<br>DL-1, -2<br>ASTM D 975<br>NO. 1D, 2D<br>ASTM D 396<br>NO. 1, 2 | STEAM<br>DRY<br>(B)                         | DRAIN<br>EMPTY<br>(B)   | DRAIN<br>EMPTY<br>(C)                        | STEAM<br>DRY<br>(B) | STEAM<br>DRY<br>(B) |
| ASTM D 396<br>NO. 4L, 4, 5L, 5H,<br>6<br>IFOs<br>ASTM D 975<br>NO. 4D              | NO LOAD                                     | NO LOAD   | NO LOAD                                      | NO LOAD             | NO LOAD             |
| LUBRICATING OILS   | NO LOAD                                     | NO LOAD   | STEAM DRY                                    | DRAIN<br>EMPTY (A)  | NO LOAD             |
| JET FUEL<br>JPTS, JP-7   | DRAIN<br>EMPTY                              | DRAIN<br>EMPTY  | DRAIN<br>EMPTY                               | STEAM<br>DRY        | STEAM<br>DRY        |
| FSII   | DRAIN<br>EMPTY                              | DRAIN<br>EMPTY  | DRAIN<br>EMPTY                               | STEAM<br>DRY        | DRAIN<br>EMPTY      |

**NOTES FOR TABLE IV:**

(1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.

(2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.

(A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.

(B) If previous cargo contained dye marker, all traces of color must be removed.

(C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

**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 reinspection or retest is necessary.

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

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

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

**F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

- (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
- (b) Gauging the receiving shore tank; or
- (c) Gauging the tanker/barge before and after delivery.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

## F1.09-2 (CON'T)

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded;
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(C) If the Government does not require method (a)(2)(ii)(A) above and does not elect to use method (a)(2)(ii)(B) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

(a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or

(b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery. This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.

(d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

F1.09-2 (CON'T)

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2000)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

[ ] CHECKING TYPE 22

[ ] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

**(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

**(c) THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G9.07 (CONT'D)

\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(d) **CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.  
(DESC 52.232-9FJ1)

**G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2000)**

**NOTE 1:** FOR FACSIMILE INVOICING, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

**NOTE 2:** See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3:** INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, and Hawaii):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-CO-TLSFC

**G150.06 (CON'T)**

P.O. BOX 182317  
COLUMBUS, OH 43218-6252

**(2) CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250, Material Inspection and Receiving Report; or
- (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

**(iii) PC&S DELIVERIES.****(A) Overbillings--**

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

**(B) Underbillings will be paid as invoiced.**

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

**(3) SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

**(iii) COURIER DELIVERY OF INVOICES.**

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

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
ATTN: DFAS-CO-TLSFC  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS, OH 43213-1152

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

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including Air Force, Alaska and Hawaii.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC MAR 2000)**

**NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, and Hawaii).

**NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3:** INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-TLS cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-TLS) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-TLS FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-TLS specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

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

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge

deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

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

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: "**ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE.**"

G150.11 (CON'T)

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

(DESC 52.232-9FG5)

**I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item.

The following FET will apply:

| <u>FET PER GALLON</u> | <u>PERCENTAGE OF ALCOHOL</u>      |
|-----------------------|-----------------------------------|
| \$0.184               | 0.0% up to but not including 5.7% |
| \$0.1532              | 5.7% up to but not including 7.7% |
| \$0.1424              | 7.7% up to but not including 10%  |
| \$0.130               | 10% and above                     |

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on any of these fuel oils (burner grades) although lighter grades (numbers 1, 2, and 4 (light)) must be dyed. It is the Contractor's responsibility to obtain fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

(6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. This tax should be included on the Contractor's invoice as a separate item only if no exemption applies.

(h) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

**I28.02-2 (CONT'D)**

(i) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F25)